

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER OT901011	OPENING DATE (1:00 p.m.) June 2, 2010	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTRY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DMR007	BID NOTICE DATE 05/13/2010	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): Ohio Department of Developmental Disabilities (DODD) 30 East Broad Street, 13th Floor, Columbus, OH 43215. Site location(s): Tiffin Development Center, 600 North River Road, Tiffin, OH 44883			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>LANGUAGE PATHOLOGISTS AT VARIOUS DODD DEVELOPMENTAL CENTERS</p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>07/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/12</u> unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</u> Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____ (State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.
_____(Item) _____(Country of Origin)
_____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. 
 Yes (Go to C) No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio. Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>
 - c) Bidder has ten or more employees based in Ohio or border state. Yes No (Go to B-2d)
 - d) Bidder has seventy-five percent or more employees based in Ohio or border state. Yes No (Go to B-3)
3. Border state bidder:
 Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)
4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUPPLEMENTAL BID: Any award made as a result of this bid will become a part of Contract No. OT900810 effective July 1, 2010.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DEVELOPMENTAL CENTER SITE VISIT: Prior to submitting their bid response, the bidder should visit the agency(ies) they are bidding in order to survey the facility(ies) and to become familiar with the requirements of the bid. The bidder must contact each facility to schedule an appointment. To schedule an appointment, please contact the institution. Once a contract is awarded, failure of the bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the contract.

CONTACT INFORMATION: Tiffin Developmental Center – Sara Lawson at 419-443-3122 Sara.Lawson@dodd.ohio.gov

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid Number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid Response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the State of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid Response or within the time specified herein will deem the Bidder not responsive.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted without prior approval by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, the responsible business contacts therein, and the specific detail of the subcontracted work to be performed. No Contractor shall engage a subcontractor for work on State property or projects without the prior written approval of the Site Facility Manager or authorized designee.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

SPECIAL CONTRACT TERMS AND CONDITIONS

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's response. Exceptions will not disqualify a Bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

TRANSPORTATION CHARGES: All transportation costs shall be the responsibility of the awarded Contractor.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contractor for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; and/or (2) charge the Contractor for any difference in cost for the service/merchandise procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first six (6) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will determine the annual lot total cost for each contract year by multiplying Estimated Annual Hours by Cost Per Hour. The Annual Total Cost will then be multiplied by two (2) years to get the overall three (2) year Total Cost.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

INSURANCE RENEWAL DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverage required by this Contract. As applicable, the documents must include a current Workers' Compensation Certificate and an ACORD Certificate of all applicable insurance coverage and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395.

DMA RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the Contract inception, the Contractor must submit an updated copy of the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form.

Failure to maintain a current, compliant certificate will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-139.,

AA/EEO RENEWAL DOCUMENT: Within thirty (30) days of the annual anniversary date of the initial plan acceptance date by EEO, the Contractor must submit an updated copy of their Affirmative Action Program Verification Form from the DAS Equal Opportunity Division.

Failure to maintain a current certificate in compliance with all State and Federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive orders will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395.

USAGE REPORTS: Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos

SPECIFICATIONS FOR LANGUAGE PATHOLOGIST FOR THE DEVELOPMENTAL CENTERS

I. SCOPE

These specifications shall cover Language Pathologist services for the Ohio Department of Developmental Disabilities Centers (ODMRDD). The (DODD) are intermediate care facilities for mentally retarded adults, age 18 and over. The Contractor will be providing services to individuals with mental retardation or developmental disabilities. The group's size and dynamics should remain consistent over the next several years. There is a great amount of interaction with the Planning Team which includes the Dietician, Occupational Therapist, Supervisors and other team members.

The Language Pathologist shall report to the Program Director.

II. DEFINITIONS

- A. IPP Team means The Individual Program Plan Team. It is the group who develops the treatment plan for the residents. It consists of professionals and para-professionals, as well as the resident and their guardian.
- B. QMRP delivery means Qualified Mental Retardation Professional. This is the person who coordinates the IPP for the individual and ensures any staff is provided as per the plan.
- C. DC means Developmental Center.

III. EXPERIENCE AND REQUIREMENTS

The Contractor should have experience in working with individuals who have intellectual disabilities.

IV. CONTRACTOR STAFF REQUIREMENTS

Language Pathologist:

- A. The bidder must have a Master's degree in Speech Pathology and Certificate of Clinical Competence in Speech Language Pathology (CCC-SLP). The bidder must provide copies with the submission of its bid.

SPECIFICATIONS (Cont'd)

- B. The bidder must be licensed by the state of Ohio and must provide copy with the submission of its bid.
- C. The bidder shall work Monday through Friday. No holidays or weekends are required unless otherwise specified by the institution.
- D. The bidder must provide resumes of all employees with the submission of its bid.

V. RESPONSIBILITIES OF THE CENTER

- A. The primary health care to the people who live at Developmental Center will be the responsibility of the Center. The Center reserves the right to obtain medical services from other facilities and/or physicians as deemed necessary by the Medical Director and/or the Superintendent. This will not have an effect on the terms of this Contract.
- B. Clinical and Administrative Support Services and Staff – The clinical support services not identified as a part of the Contract will be the responsibility of the Developmental Center. The required support personnel, supplies, equipment, space and service that would allow the Contractor to perform the medical services required under this Contract will be provided by the Developmental Center at no expense to the Contractor.
- C. The Development Center will provide office space and equipment, as well as training facilities. The Development Center will also provide any materials needed for the job including training materials, office supplies, audio-visual units, or any materials designated to complete the program plan.
- D. The Development Center will provide transportation for off-site requests.

VI. DUTIES REQUIRED FOR LANGUAGE DEVELOPMENT SERVICES

- A. The Contractor will be responsible for the assessment and/or evaluation for hearing, speech, language, social/pragmatic skills, and/or swallowing deficits of the individuals at the Developmental Center. The Contractor must determine the patient's level and status of communication skills and abilities.
- B. When it is determined by the IPP Team that an individual has a communication disorder that may be amendable by treatment and/or intervention, a program is formulated to habilitate the individual to his/her highest level of functioning. These programs (goals and objectives) are implemented by the Speech/Language Pathologist directly or indirectly through role release to house staff.
- C. The Contractor shall participate as member of interdisciplinary team, work with other professional staff in delivering evaluation, and modifying total habilitation plans in accordance with ICF/MR Certification Regulations, Ohio Revised Code Statue 5123.85 and other applicable State and Federal regulations. The Contractor shall attend and participate in departmental and client team meetings. The Contractor shall complete monthly summaries of treatment status and make recommendations for modifications following current Department procedures and timelines.
- D. The Contractor shall provide consultation and in-service training to staff, families, other professionals and administrators to assure continuity and congruity of communication skill development programming. The Contractor must also become a liaison with district case managers, county boards work placements, and community members of intervention technique. The assessments will be done while at the DC as well as prior to institutional placement and as follow-up measures for individuals after community placement, attends professional meetings and workshops.
- E. The Contractor shall work as a team member with other professionals, attend staff meetings, professional meetings and workshops to improve job skills.
- F. The Contractor must maintain and prepare written records and reports that meet all State and Federal regulatory requirements of assessments, program objectives, and progress data for regular evaluations and revision of individual program plans. The reports shall be provided to the Program Director.
- G. The Contractor shall evaluate and then either fabricate or order communication devices. Monitors the use and repair of all equipment.
- H. The Contractor shall provide small group and/or individual therapy utilizing verbalization/communication skills, and swallowing precautions/techniques. The Contractor shall coordinate with QMRP for delivery of functional communication training.
- I. The Contractor shall provide training to direct care staff and monitor delivery of services for communication and dysphasia management to individuals with hearing aids, augmentative communication devices, social skills, receptive and expressive language skills, etc.

SPECIFICATIONS (Cont'd)

- J. The Contractor shall develop and modify implementation of individual/group program plan for instructional or therapeutic language, speech, hearing services, and/or swallowing.
- K. The Contractor shall evaluate/follow up and monitor swallowing deficiencies, (i.e., recommend changes in food textures and consistencies of liquids, medical referrals, medication changes, modified barium swallowing studies, etc).
- L. The Contractor shall provide individual client and group communication programming, (i.e., training and support for hearing aids, augmentative communication devices, social skills, receptive and expressive language skills, etc).
- M. The Contractor shall assist staff members in the implementation of programs, (i.e., receptive and expressive language, communication skills, augmentative devices, and swallowing) to develop communication abilities, and assure that such programs are carried out properly.
- N. The Contractor shall evaluate communication skill abilities and interprets results of formal and informal assessments.
- O. The Contractor shall provide in-service/training to the DC staff and county workshop staff on communication and swallowing programs.
- P. The Contractor must maintain records of all personal, professional contacts with residents and provide progress reports.
- Q. The Language Pathologist will be required to assess language abilities through formal assessments (comprehensive functional assessments) and other language tests which would reflect the capabilities and skills of the individuals as needed. This work will also include dysphasia assessments.
- R. The Contractor shall assess individuals at least once annually for language skills and dietary appropriateness. Additional assessments and training sessions may vary based on individual needs.
- S. The Contractor shall treat patients individually; however, during training classes, groups may be utilized.
- T. The Contractor will perform other duties as requested by the Program Director.

VII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be exempt from overtime.
- B. The Development Centers will not pay mileage reimbursement.

VIII. TIFFIN DEVELOPMENTAL CENTER SPECIFICATIONS

- A. The Contractor will be providing services to approximately 138 developmentally disabled adults.
- B. The Contractor will be required to provide services up to 20 hours per week based on the Tiffin Developmental Center's needs, not to exceed 1040 hours per contract year.
- C. The Contractor will be required to have Tuberculosis (TB) testing. 1 Step testing is required if 2 Step testing has been completed previously and last TB test was completed within the past year. 2 Step testing is required if it has been more than 1 year since last TB test. The Contractor must provide proof of a negative TB test, or provide certification from a physician that they are free of TB if past positive reactor to TB test. It is the responsibility of the Contractor to pay for the TB test.
- D. The Contractor must conduct a criminal background check on any employee assigned to the Tiffin Developmental Center. This requirement is in accordance with the requirements of Ohio Administrative Code Section 4123:2-3-06, and that the Contractor shall provide evidence of the completion of the criminal background check upon request. The Contractor will be required to pay the expense of the background check.
- E. The Contractor must provide necessary documentation to the Program Director for verification of delivered services and approval of service payments. The successful Contractor must invoice the Developmental Center within 30 days of service provision.

BID PRICE

TIFFIN DEVELOPMENTAL CENTER

Description	Estimated Annual Hours	Cost/Hour for 07/01/10 – 06/30/12
Language Pathologist cost per hour is an all inclusive hourly wage which incorporates work time, travel and miscellaneous expenses.	Not to Exceed 1040	\$ _____ hr.

COST ALLOCATION FOR EMPLOYEE PAYROLL PER MONTH					
As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of the total cost what the cost elements are. Sum of the percentages must equal one hundred percent. (Add additional cost elements as necessary)					
Labor Cost	Training Cost	Recruitment Cost	Healthcare/Benefits Cost	Administrative Cost	Other (Explain)
%	%	%	%	%	%

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference: Supplemental Contract Terms & Conditions – Page 10, Article S-13

Automobile Liability: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Subcontractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box (es) below, which mode of transportation will apply to this Contract.

- Bidder/Broker ("The Contractor") or their Subcontractor will make delivery or be performing services using a vehicle that is owned, leased, or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the Contractor will have cause to be on State Property to make deliveries or to perform services.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

INSURANCE REQUIREMENTS

Bidders should provide with their Bid, documentation of the following insurance coverage required by the Supplemental Contract Terms and Conditions, Articles S-12 and S-13 (refer to the Bid Page One, link to Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions):

1. Ohio Workers' Compensation Certificate.
2. Employer's Liability (Stop Gap) insurance with limits of not less than one million (\$ 1,000,000.00) dollars.
3. Automobile Liability with limits in accordance with Federal and State law.
4. Commercial General Liability (CGL) Insurance:
 - a. Limits of \$500,000.00 per occurrence.
 - b. Limits of \$1,000,000.00 annual aggregate.
 - c. To be compliant, the CGL policy must include the following three endorsements:
 - 1) a blanket waiver of subrogation.
 - 2) a statement that the Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the State of Ohio as an additional insured.

Notice to Bidders regarding the certificates of insurance: If the Bidder does not currently carry the amounts of coverage and/or the required endorsements specified above, the Bidder should provide a letter from their insurance company stating that the Bidder's coverage will be increased to the specified amounts and/or the required endorsements will be added to the policy upon award of the ensuing Contract. The letter from the insurance company should also be submitted with the Bid.

Failure to submit the compliant insurance certificate or letter, as applicable, with the Bid may deem your Bid not-responsive.

An updated insurance certificate, compliant with the requirements of the Contract Terms and Conditions, must be delivered to the Office of Procurement Services within ten (10) working days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe will cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Page 8, Standard Contract Terms and Conditions, Section V, Item Q): Bidders seeking to enter into a supplies Contract shall disclose the following:

List names of Subcontractors who will be performing work under the Contract.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of Subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter Subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your Bid not responsive.

DISCLOSURE OF SERVICE PROVIDERS (See Page 8, Standard Contract Terms and Conditions, Section V, Item G): Bidders seeking to enter into a service Contract shall disclose the following:

a) Principal location of business for the Contractor (City/State/Country)

b) Principal location of all Subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of Subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter Subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

BIDDER DISCLOSURE STATEMENTS:

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the Contract, and the best interests of the State.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A	Has the Bidder and/or subject company had a Contract cancelled for default or cause?		
B	Has the Bidder and/or subject company been assessed any penalties including liquidated damages, under any of its existing or past Contracts with any organization or governmental entity?		
C	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?		
D	Has trading in the stock of the subject company ever been suspended? Give date and explanation.		
E	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?		
F	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?		
G	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company been convicted of a felony or is currently under indictment on any felony charge?		
H	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company had a finding for recovery action issued by the Ohio Auditor of State for a sum of funds due the State of Ohio?		

By the signature affixed to Page 1 of this Bid, the Bidder hereby certifies that the above information is true and accurate.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

W-9 FORM AND VENDOR INFORMATION FORM

Notice to Bidders

The Bidder(s)/Offeror(s) should complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Bid/Proposal. All other copies of the Bid/Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Bidder(s)/Offeror(s) must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

The form requires either a Standard Industrial Classification (SIC) code or a North American Industry Classification System (NAICS) code. These codes can be found at: http://www.osha.gov/pls/imis/sic_manual.html for the SIC codes or <http://www.census.gov/eos/www/naics/> for the NAICS codes. Bidder(s)/Offeror(s) shall follow instructions to determine the proper code.

This completed form should be returned as part of the Bid Response. Failure to complete this page may deem your Bid not responsive.

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

Notice to Bidders

The Bidder(s)/Offeror(s) being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:

- a. Register with the Ohio Business Gateway (OBG) at:

<http://obg.ohio.gov>

- b. Review the Terrorist Exclusion List at:

http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

- c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>

Submit a hardcopy of this completed form with your Bid/Proposal response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Bid/Proposal.

Failure to complete the certification may result in the Bidder(s)/Offeror(s) being deemed not responsive and/or may invalidate any Contract award. If not submitted with the Bid/Proposal response, the Bidder(s)/Offeror(s) will have seven (7) calendar days, after notification, to submit the form.

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN COMPLIANCE

Notice to Bidders

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed by the Bidder(s)/Offeror(s) using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans should be supplied by the Bidder(s)/Offeror(s) as part of its Bid/Proposal or inclusion of an attestation to the fact that the Bidder(s)/Offeror(s) has completed the process and is pending approval by the EOD office.

BID SUBMISSION CHECK LIST

<u>SUBMITTED</u>	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
* MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE:		
_____	BID COVER PAGE, SIGNED IN BLUE INK	PAGE 1
_____	BUY OHIO & DOMESTIC PREFERENCES	PAGE 2
_____	BID PRICE PAGE	PAGE 8
** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS:		
_____	SECTION IV, ITEM A: COPY OF CERTIFICATE OF CLINICAL COMPETENCE IN SPEECH LANGUAGE PATHOLOGY (CCC-SLP) STATE CERTIFICATION LICENSE	PAGE 5
_____	SECTION IV, ITEM B: COPY OF LICENSURE BY THE STATE OF OHIO	PAGE 6
_____	SECTION IV, ITEM D: EMPLOYEE RESUMES	PAGE 6
_____	AUTOMOBILE LIABILITY CHECKLIST	PAGE 8
_____	INSURANCE REQUIREMENTS AND ENDORSEMENTS	PAGE 9
_____	CONTRACTOR DISCLOSURE CERTIFICATION	PAGE 10
_____	BIDDER DISCLOSURE STATEMENTS	PAGE 11
_____	W-9 FORM AND VENDOR INFORMATION FORM	PAGE 12
_____	DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)	PAGE 12
_____	EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN COMPLIANCE	PAGE 12

* Mandatory submissions must be submitted with the Bid Response. Failure to submit these documents shall deem the Bidder as not responsive and their Bid will be disqualified.

** Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services.

After notification by the State, failure to provide these documents as required, will cause your Bid to be deemed as not-responsive, and no further consideration for award will be given.

This checklist is provided solely for the Bidder's benefit. Submission of the mandatory/required materials does not guarantee that the Bidder will be deemed compliant with all of the specifications and requirements as stated in this Bid. Completing this checklist does not absolve the Bidder's responsibility to thoroughly review and understand all of the specifications and requirements as stated in this Bid.