Ohio Department of Mental Health

Heartland Behavioral Healthcare
3000 Erie Street South
Massillon, Ohio 44646

Request for Proposal
Psychiatric (locum tenens) On-Duty Services

Request for Proposal Number: **DMH14027**

Request for Proposal Issued: **March 21, 2013**

Request for Proposal Due: **April 5, 2013, by 2:00 PM**

A. Project Overview - The Ohio Department of Mental Health, Heartland Behavior Healthcare, located in Massillon, Ohio, is currently negotiating personal service contracts for On-Duty Psychiatric services within our mental health facility. This Invitation to Bid will cover services in two-yearly contracts beginning July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015 but is subject to change at the discretion of Heartland Behavioral Healthcare. Heartland Behavioral Healthcare reserves the right to award one (1) or multiple contracts for the services outlined below. This contract is for: **Psychiatric (locum tenens) On-Duty Services.**

B. Scope of Work - All services will be provided on the grounds of Heartland Behavioral Healthcare. Psychiatrists providing services must be currently licensed by the State of Ohio. Contractor(s) will be responsible for providing Officer on Duty (OD) for all units of the hospital and serve as admitting psychiatrist for all new admissions. As the OD, contractor shall be responsible, in conjunction with the Clinical Team, for the care and treatment of chronic, psychotic adult patients and shall complete an evaluation of each new admission. Responsibilities include, but are not limited to: performing physical examinations, completing the history of physical illness and the initial psychiatric exam of newly admitted adult patients; making rounds of all hospital units; completing evaluations of all AWOL's and any injuries received by patients; performing psychiatric evaluations and documentation of current mental status of each patient admitted; documentation of a DMH-IV diagnosis on each patient and updating of that diagnosis when indicated; the completion of the Criteria for Admission form to assure patient meets criteria; and the prescription of medication for each adult patient using computerized physician order entry. The contractor(s) will handle medical emergencies that may arise. Contractor(s) will be required to provide services at the facility on weekdays, weeknights, weekends and/or holidays.

C. Vendor Requirements -

- Hourly rate(s) for services performed
- Corporate or Individual name and billing address
- Tax identification number
- Brief summary of any other contracts with the State of Ohio, Dept. of Mental Health or other Ohio State Departments from 07/01/11 through 06/30/13
- Name and telephone number of primary contact
- Provide proof of Worker's Compensation coverage

- Complete and return all attached documents by filing deadline – failure to meet the minimum requirements and required submittals may deem your bid non-responsive and no further consideration for award shall be given
- Total number of employees in Ohio and Nationwide
- Percentage of Female employees
- Percentage of Minority employees

D. <u>Evaluation of Proposals</u>

Proposals will be scored and point values given by ODMH Heartland Behavioral Healthcare based on the following criteria.

Technical Criterion		**Rating (0 – 4)**	**Weighted Score**
Valid Ohio Licensure	**Weight**	**Rating Score**	**16** (possible) per line criteria
Curriculum vitae	4		
(3) References			
Proof of Insurance (liability & workers compensation)			
Education			
Knowledge and Experience	**Weight**	**Rating Score**	**16** (possible) per line criteria
Experience with working with patients whose primary diagnosis is severe and persistent mental illness	4		
			12 (possible) per line criteria
History of successfully managing state or federal contracts	3		
Immediate viable candidates included in Request for Proposal (RFP)	**Weight**	**Rating Score**	**16** (possible) per line criteria
Multiple sustainable candidates are available to begin immediately	4		
Candidates are appropriately licensed in Ohio			
Cost Effectiveness	**Weight**	**Rating Score**	**12** (possible) per line criteria
Contractor is providing pricing comparable to competitive market	**3**		
Total Technical Score			

Submission of Proposal

Electronic bids must be sent to DMHBidOpportunity@mh.ohio.gov. Original bid may be sent via U.S. mail to:
Attn: Fiscal Services, Heartland Behavioral Healthcare, 3000 Erie Street South, Massillon Ohio 44646

Bids are to be submitted on your company's letterhead before 2:00 PM on **April 5, 2013.**

Bids must include: vendor name, address, Federal Tax Identification number, contact person, phone number, signature, total cost, and documentation identifying experience relevant to proposals.

Questions regarding the Request for Proposal must be sent via the State of Ohio Procurement Website www.ohio.gov under the Request for Proposal submit inquiry.

Ohio Department of Mental Health
Personal Service Contract

SECTION A: CONTRACT PARTIES

This contract is entered into between the Ohio Department of Mental Health on behalf of the following:

Name of Hospital, Division, or Other Entity	Address (Street, City, State, Zip)
ODMH Heartland Behavioral Healthcare	3000 Erie Street South - Massillon, OH 44646

and

Name of Contractor	Address (Street, City, State, Zip)	OAKS Vendor ID	Add. Cd.

SECTION B: EFFECTIVE DATES

This contract is effective from 07/01/13 through 06/30/2015

SECTION C: ODMH CODING

Bus. Unit	Fund	Account	ALI	Dept ID	Program	Grant/Project	Reporting	Agency Use
DMH01								DMH7800

Ohio Department of Mental Health
Personal Service Contract

I. STATEMENT OF WORK

a. Contractor shall undertake the work and activities set forth in the Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with Ohio Department of Mental Health (ODMH) personnel and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

b. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or ODMH. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

c. Contractor shall furnish professional services performed in accordance with standards necessary for the satisfactory performance of the work hereunder. ODMH shall not be required to provide any training to the Contractor to enable it to perform services required hereunder. Contractor agrees that it does not have any authority to sign agreements, notes, and/or obligations or to make purchases and/or dispose of property for, or on behalf of, the State of Ohio or ODMH.

d. Unless stated otherwise in the Scope of Work, Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of the work hereunder. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract, unless stated otherwise.

e. Any travel-related expenses incurred by the Contractor under this contract shall be at the Contractor's expense.

f. ODMH may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this contract. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. ODMH retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the contract.

g. The Contractor must receive written approval from ODMH prior to entering into any subcontract or joint venture for the delivery of services required by this contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract.

   i. Throughout the term of this contract, the Contractor shall provide ODMH with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.

   ii. The Contractor agrees that while operating in an ODMH facility, the Contractor and/or any employee or subcontractor of the Contractor, shall follow all applicable rules and regulations for that facility.

II. TIME OF PERFORMANCE

a. This contract shall **commence** on 07/01/2013 and shall **expire** on 06/30/2015.

b. In the event that the work hereunder is to be done in separate phases or tasks, each phase or task shall be completed within the time prescribed.

c. Upon the expiration of this contract, ODMH and the Contractor may renew this contract under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by the both parties evidencing their agreement to renew the contract. In the event that the parties hereto do not execute an addendum evidencing the parties' agreement to renew this contract, the contract shall expire on the date set forth above and neither party to this contract shall have any further obligations hereunder.

III. COMPENSATION

a. In consideration for the promises and performance of Contractor as set forth herein, ODMH agrees: (check one)

☐ To pay to Contractor, upon completion of each deliverable or task and upon actual receipt of proper invoices, compensation at the rate(s) specified in Exhibit I; or

☒ To pay to Contractor, upon actual receipt of proper invoices, compensation at the hourly rate(s) specified in Exhibit I for services performed; or

☐ A lump sum amount of $_____ for services performed in accordance with Exhibit I.

b. It shall be mutually agreed and understood between both parties that the total amount to be paid by ODMH to the Contractor under this contract shall in no event exceed the sum of $_____ unless Contractor receives prior approval from ODMH or when required, approval of the Controlling Board and is so notified of such approval by ODMH in writing.

c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMH shall make prompt payment for any services acquired from the Contractor. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made within thirty (30) calendar days. The adequacy and sufficiency of all invoices shall be determined solely by ODMH. If ODMH determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of proving the required information or documentation is on the Contractor. ODMH shall notify the Contractor in writing of the inadequacy or insufficiency and may provide any information necessary to correct the inadequacy or insufficiency. If such notification of inadequacy or insufficiency is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

d. All invoices for services rendered under this contract must be submitted by the Contractor no later than sixty (60) days after the expiration of the contract term. No payment shall be issued for invoices submitted more than sixty (60) days past the expiration of the contract term.

e. It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that ODMH gives the Contractor written notice that such funds have been made available to it, by the State's funding source.

IV. GENERAL PROVISIONS

a. ENTIRE AGREEMENT: The contract, when signed by both parties, along with any attachments, constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

b. AMENDMENTS: ODMH and the Contractor agree that any amendment or modification including, but not limited to a change in the rate(s) or type(s) of service shall require a written agreement signed by both parties.

c. GOVERNING LAW: This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio.

d. CONTRACT CONSTRUCTION: This contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

e. HEADINGS: The headings used in this contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

f. ORDER OF PRIORITY: If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

g. SEVERABILITY: If any provision of this contract or the application of any provision of this contract is held to be contrary to law, the remaining provisions will remain in full force and effect.

h. ASSIGNMENT / DELEGATION: The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this contract without prior written consent of ODMH. Any assignment or delegation not consented to may be deemed void by ODMH.

i. EQUAL EMPLOYMENT OPPORTUNITY: 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 using the Ohio Business Gateway Electronic Filing website http://business.ohio.gov/efiling/. Approved Affirmative Action Plans may be found at the Equal Opportunity Department's website: http://eodreporting.oit.ohio.gov/searAffirmativeAction.aspx

j. BUSINESS ASSOCIATE AGREEMENT: If applicable, the Contractor agrees to execute the ODMH business associate agreement relating to services rendered under this contract.

k. ACCREDITATION STANDARDS: The services to be performed under this contract shall meet standards required by the Joint Commission, Centers for Medicaid & Medicare Services or other accrediting or certifying organizations, as appropriate.

l. AUDITS and RECORDS INSPECTION: The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this contract and until the expiration of three (3) years after final payment under this contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract.

The Contractor shall, for each subcontract in excess of two thousand five hundred dollars ($2,500), require its subcontractors to agree to the same provisions. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than five (5) business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

If this contract or the combination of all other contracts with the Contractor exceeds ten-thousand dollars ($10,000) over a twelve (12) month period, the Contractor agrees to allow federal government access to the contracts and books, documents, and records needed to verify the Contractor's and/or subcontractor's costs.

m. ANTITRUST ASSIGNMENT TO THE STATE: Contractor assigns to the State of Ohio, through the ODMH, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the services provided under this contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

n. DRUG-FREE WORKPLACE: The Contractor agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces. The Contractor agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

o. OWNERSHIP: ODMH shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by ODMH shall be subject to copyright, trademark or patent by the Contractor in the United States or any other country.

p. PUBLICITY: The Contractor will not advertise that it is doing business with the State or use this contract as a marketing or sales tool without prior, written consent of the State.

q. OHIO ELECTIONS LAW: Contactor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of ORC 3517.13 are in full compliance with divisions (I)(1) and (J)(1) of ORC 3517.13.

r. PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES & LOCATION OF SERVICES, DATA: The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this contract, and shall perform no services required under this contract outside of the United States. The Executive Order is available at the following website: (http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf).

As part of this contract, the Contractor shall disclose the following:

1. The location(s) where all services will be performed by Contractor or subcontractor(s);
2. The location(s) where any state data applicable to the contract will be accessed, tested, maintained, backed-up or stored by the Contractor or subcontractor(s); and
3. The principal location of business for the Contractor and subcontractor(s)

Neither the Contractor nor its subcontractor(s) shall, during the performance of this contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

s. FORCE MAJEURE: If ODMH or the Contractor is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under the contract. The term "force majeure" means without limitation: acts of God such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

t. STRICT PERFORMANCE: The failure of either party at any time to demand strict performance by the other party of any of the terms of this contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

u. TAXES: The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable federal, state and local laws in the performance of the work hereunder.

The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contact. ODMH and the State of Ohio shall not be liable for any taxes under this contract.

v. WORKERS' COMPENSATION: The Contractor must maintain workers' compensation insurance as required by Ohio law and the laws of any other state where work is performed under this contract. The Contractor must submit proof or workers' compensation insurance upon request.

w. UNRESOLVED FINDINGS: The Contractor warrants that it is not subject to an unresolved finding for recovery as defined in O.R.C. 9.24. If the warranty is deemed to be false, this contract is void *ab initio* and the Contractor shall immediately repay the State any funds paid under this contract.

x. OHIO ETHICS: The Contractor is responsible to review and comply with all relevant provisions of O.R.C Sections 102.01 to 102.09. In addition, the Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

y. DECLARATION OF MATERIAL ASSISTANCE: In accordance with O.R.C. 2909.33(C), Contractor certifies that it meet one of the following conditions:

i. Contractor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or

ii. Contractor has received, or will receive as a result of this contract, an aggregate amount of greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year and has either:

1. Precertified with the Office of Budget and Management, or
2. Completed a Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terror Exclusion List, as that term is defined in O.C.R. 2909.21.

V. TERMINATION

a. UNILATERAL TERMINATION: Prior to the expiration of the term of this contract, either party may unilaterally terminate this contract with thirty (30) days written notice to the other party.

b. DEFAULT: If the Contractor fails to perform any of the requirements of this contract, or is in violation of a specific provision of this contract, ODMH may provide the Contractor written notice of the failure to perform or the violation and shall provide a thirty (30) day period to cure any and all defaults under this contract. During the thirty (30) day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the notice. Should the Contractor fail to comply within ODMH's cure period, the Contractor shall be held in default of this contract and the contract shall terminate at the end of the thirty (30) day cure period.

c. TERMINATION OF SERVICES: In the event of termination, the Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODMH. ODMH shall not be liable for any further claims. Any payments made by ODMH in which services have not been rendered by the Contractor shall be returned to ODMH.

VI. CONTRACT REMEDIES

a. ACTUAL DAMAGES: The Contractor is liable to ODMH for all actual and direct damages cause by Contractor's default. ODMH may buy substitute services from a third party for those that were to be provided by the Contractor. ODMH may recover from the Contractor the costs associated with acquiring substitute services, less any expenses or costs saved by the Contractor's default.

b. LIQUIDATED DAMAGES: If actual or direct damages are uncertain or difficult to determine, ODMH may recover liquidated damages in the amount of one (1) percent of the value of the deliverable that is the subject of the default, for every day that the default is not cured by the Contractor.

VII. LIMITATION OF LIABILITY: ODMH's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under this contract. In addition, the Contractor agrees that ODMH and the State of Ohio and any funding source for this contract are held harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the Contractor's own actions or omissions or those of its trustee, officers, employees, subcontractors, suppliers, and other third parties while acting under this contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks. Contractor agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODMH or the State to do so.

VIII. NOTICE: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year last written below.

STATE OF OHIO
Ohio Department of Mental Health

_____
Date

_____
ODMH Procurement Officer Date

Approved as to form:

_____
Office of Legal Services Date

CONTRACTOR

_____
Date

_____
Print Name Date

Ohio Department of Mental Health
Exhibit 1

Contract Parties:

ODMH Facility/Division (Name and Address)

ODMH - Heartland Behavioral Healthcare
3000 Erie Street South
Massillon, OH 44646

Contractor (Name and Address)

Compensation:

Hourly Rates:

Scope of Work:

All services will be provided on the grounds of Heartland Behavioral Healthcare. Psychiatrists providing services must be currently licensed by the State of Ohio. Contractor(s) will be responsible for providing Officer on Duty (OD) for all units of the hospital and serve as admitting psychiatrist for all new admissions.

Scope of Work (Continued), see page 2 of Exhibit 1

Scope of Work: (Cont.)

As the OD, contractor shall be responsible, in conjunction with the Clinical Team, for the care and treatment of chronic, psychotic adult patients and shall complete an evaluation of each new admission. Responsibilities include, but are not limited to: performing physical examinations, completing the history of physical illness and the initial psychiatric exam of newly admitted adult patients; making rounds of all hospital units; completing evaluations of all AWOL's and any injuries received by patients; performing psychiatric evaluations and documentation of current mental status of each patient admitted; documentation of a DMH-IV diagnosis on each patient and updating of that diagnosis when indicated; the completion of the Criteria for Admission form to assure patient meets criteria; and the prescription of medication for each adult patient using computerized physician order entry. The contractor(s) will handle medical emergencies that may arise. Contractor(s) will be required to provide services at the facility on weekdays, weeknights, weekends and/or holidays.

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://das.ohio.gov/Eod/Edge/Index.htm

VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor and returned to Ohio Shared Services. The information must be legible.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

☐ NEW (W-9 OR W-8ECI FORM ATTACHED) ☐ CHANGE OF CONTACT PERSON/INFORMATON

☐ ADDITIONAL ADDRESS (PLEASE PROVIDE COPY OF INVOICE OR LETTER OF EXPLANATION)

☐ CHANGE OF ADDRESS – ENTER OLD ADDRESS

☐ CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE, WHICH INCLUDES OLD TIN, IS REQUIRED)

☐ CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE IS REQUIRED)

☐ CHANGE OF PAY TERMS ☐ CHANGE OF PO DISPATCH METHOD ☐ OTHER_____

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

FEDERAL TAX ID (TIN), EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (REQUIRED):

BUSINESS ENTITY: (IF A SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME) **CHECK ONE:**

☐ **INDIVIDUAL/SOLE PROPRIETOR** ☐ CORPORATION ☐ S CORPORATION ☐ **PARTNERSHIP** ☐ **TRUST/ESTATE**

☐ LIMITED LIABILITY COMPANY **CIRCLE THE TAX CLASSIFICATION** (C=CORPORATION, S= S CORPORATION, P=PARTNERSHIP) _____

☐ OTHER (PLEASE EXPLAIN)

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS 1 (IF MORE THAN 2 ADDRESSES, INCLUDE A SEPARATE SHEET)

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 4 – PLEASE PROVIDE COMPLETE ADDRESS 2

ADDRESS:		COUNTY:
CITY:	STATE:	ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEBSITE:

PHONE: | FAX: | E-MAIL:

SECTION 6 - STRATEGIC SOURCING CONTACT INFO (PERSON TO RECEIVE E-MAIL NOTICE OF BID EVENTS)

THE USER ID & PASSWORD TO COMPLETE STRATEGIC SOURCING REGISTRATION WILL BE SENT TO E-MAIL ADDRESS BELOW.

NAME::

E-MAIL: PHONE NUMBER:

SECTION 7 – IS YOUR BUSINESS CURRENTY CERTIFIED AS? (PLEASE CHECK)

☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A

SECTION 8 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)

☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90

SECTION 9 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (NOTE: APPLICABLE FOR VENDORS THAT RECEIVE PO ONLY (INPUT E-MAIL ADDRESS OR FAX NUMBER BELOW)

E-MAIL OR FAX:

SECTION 10 – PLEASE SIGN AND DATE

PRINT NAME: DATE:

SIGNATURE:

SECTION 11 – STATE OF OHIO AGENCY CONTACT INFORMATION (AGENCY WHERE GOODS OR SERVICES ARE DELIVERED)

AGENCY NAME: **OHIO DEPARTMENT OF MENTAL HEALTH**

E-MAIL: Lucille.Fuller@mh.ohio.gov PHONE NUMBER: 614-466-7697

COMMENTS:

Note: This document does contain sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

SUBMIT FORM TO:

Mail: Ohio Shared Services
P.O. Box 182880 Cols., OH 43218-2880
Fax: (614) 485-1052
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO-SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.