State of Ohio
Department of Mental Health
and Addiction Services

REQUEST FOR BID

POSTING Type
MBE Set-Aside Opportunity ONLY

The original signed document must be submitted to receive consideration for award.	BIDDER NAME
PROPOSAL NUMBER: MHA15071 PROPOSAL DATE: 04/22/15 PROPOSAL DUE: 05/05/15 – By 2:00pm Attn: Ohio Department of Mental Health and Addiction Services Twin Valley Behavioral Healthcare ATTN: Bria Sadder, AP2 2200 W. Broad Street Columbus, Ohio 43223	STREET ADDRESS ☐ **Check if remit address is different and list on separate sheet** CITY / STATE / ZIP COUNTY / MBE/EDGE CERTIFICATE NUMBER TELEPHONE NO. / TOLL FREE NO. 1 - CONTACT PERSON / FAX NO.
REQ./INDEX NO. / NOTICE DATE	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)

☐ E-Mail ☐ 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 provide terms _____Days.

BILL TO:	SHIP TO:
OH Dept. of MH & Addiction Svcs DMH-OSS-297 DMH TWIN VALLEY PO BOX 182880 (877) 644-6771 Columbus OH 43218-2880 United States	OH Dept. of MH & Addiction Svcs Columbus Campus **CAROL A BETHEL** 2200 West Broad Street (614) 752-0333 x5480 Columbus OH 43223 United States
DELIVERY REQUESTED F.O.B./DEST. P.P.D._____	DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST. P.P.D._____

MBE SET ASIDE IN ACCORDANCE WITH ORC 125.081

OhioMHAS competitive opportunity proposals are posted five (5) business days in an Ohio Certified "MBE" Sheltered Market, if no qualified proposals are received by the 2pm deadline, the Sheltered Market opportunity will be closed and the competitive opportunity proposal will be reposted for seven (7) business days in an Open Market.

THIS REQUEST IS FOR:

Boiler Maintenance, Tube Installation and Testing

TIME OF PERFORMANCE: This contract will become effective on 7/1/2015, or the date of the signature by the State of Ohio on this contract, whichever is later. This contract shall remain in effect,until the end of the biennium, or until terminated as provided in this contract.

The original signed request must be submitted to the Department of Mental Health and Addiction Services by 2 o'clock p.m. on the above listed opening date to receive consideration for award.

Submission of Proposal

Electronic bids must be sent to OhioMHASBidOpportunity@mha.ohio.gov. All attachments included in the posting opportunity MUST be submitted with proposal. Original bid may be sent via U.S. mail Attn: **Bria Saddler, OhioMHAS – Twin Valley Behavioral Healthcare, 2200 W. Broad Street, Columbus, Ohio 43223** the bid number must be clearly marked on the sealed envelope.

CERTIFICATION STATEMENTS

I. **DOMESTIC AND/OR OHIO PREFERENCE**: The agency is applying preference for Domestic and/or Ohio preference as defined in the Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06. Bidders claiming preference for Domestic Source End Products and/or the Ohio preference must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** 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 AMERICAN): [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 American 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)

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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 II. E.D.GE. Designation) ☐ 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

II. **E.D.G.E. DESIGNATION:** Is the bidder a certified E.D.G.E. business ☐ Yes ☐ No

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

III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "**business entity**" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-19. Independent Contractor Acknowledgement. Bidder is defined as a business entity ☐ Yes ☐ No

INQUIRIES: All inquiries should be submitted a minimum of two (2) working days prior to the opening date through the Procurement website, www.procure.ohio.gov. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid/Quote Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button. You may also access all open opportunity postings via the MHAS Website at http://mha.ohio.gov/Default.aspx?tabid=725. The website provides a link directly to www.procure.ohi.gov.

SPECIFICATIONS

Project Overview

Twin Valley Behavioral Healthcare is accepting bids for Preventive Maintenance and Testing of ten (10) boilers located on hospital grounds at 2200 West Broad Street, Columbus Ohio.

Scope of Work

- Anticipated Contract periods: FY16 - July 1, 2015 – June 30, 2016 and FY17 - July 1, 2016 – June 30, 2017.
- Preventive maintenance, quarterly service and hourly rate work for; 3 hot water boilers in KOSAR Utility Bldg., 1 hot water boiler in KOSAR Basement,. 2 steam boilers in the Lavelle Bldg. and 4 hot water boilers in Moritz Utility Bldg.
- To provide labor, equipment and materials to perform a quarterly (September, December, March and May) preventive maintenance inspection on Boilers at TVBH. This inspection will include testing and adjustment of operating and safety controls of boilers.
- To provide labor, equipment and materials to install short and long tubes for internal combustion on 3 hot water boilers located in the KOSAR Utility Building. This work shall be initiated on or after August 1, 2015 and be completed on or before August 30, 2015.
- Fire boilers twice a year (September and May) with supplemental fuel oil energy source. Combustion will be set for maximum operating efficiency (both fuel sources). Also, open fire side of the boilers to inspect the internal systems of the boilers.
- FY16; prepare Boilers and make recommendations prior to Tri-annual certification by Department of Commerce. Vendor to replace with boiler manufacturer parts all fire and waterside gaskets; and perform hydrostatic pressure testing. Result of hydrostatic testing to comply with manufacturer standards once the fire tubes have been replaced. This work shall be initiated on or after August 15, 2015 and be completed on or before September 15, 2015
- FY17; prepare Boilers and make recommendations prior to annual certification by Department of Commerce. This work shall be initiated on or after August 15, 2016 and be completed on or before September 15, 2016
- Vendor to schedule and pay for Department of Commerce inspections and boiler operating license.
- Upon completion of each inspection, the contractor shall submit a report of the work complete, the condition of the system and any recommendations for necessary repairs or improvements to the system. A checklist is to be completed for each boiler after each inspection. The contents of the check=list will be reviewed and approved by TVBH prior to use.
- Vendor shall provide labor, equipment and materials to complete this work.
- Vendor shall advise the Director of Plant Services of any necessary repairs. Parts and labor to make any necessary repairs shall be handled as an additional cost. A written quote for additional work shall be provided, and a purchase order will be assigned before work commences.
- The selected Vendor will be notified in writing a minimum of 10 days prior to the anticipated start date.
- All work shall be scheduled through the Maintenance Department and be performed Monday through Friday (7:30 am to 5:00 pm)
- Pre-bid walkthrough is scheduled for April 27, 2015 at 1:00 p.m. To be held in the Lavelle Maintenance Building, 2200 West Broad Street, Columbus Ohio.

Evaluation of Proposals and Award of Contract

Proposals will be scored and point values given to the following criteria.

Technical Criterion	Weight	Rating (0 – 5)	Technical Score
References	25		
Technician Experience	25		
Lump Sum Rate	25		
Hourly Rate	25		
Total Weight	100		

PRICE SCHEDULE (if applicable)

ITEM NO.	QTY.	UNIT	DESCRIPTION	BRAND/MODEL	UNIT PRICE	EXTENDED AMOUNT
1	24	Ea.	FY16; Short Fire Tubes	N/A		
2	6	Ea.	FY16; Long Fire Tubes	N/A		
3	4	Qrts.	FY16; Quarterly Maintenance Service on (10) Boilers	N/A		
4	4	Qrts.	FY17; Quarterly Maintenance Service on (10) Boilers	N/A		
5	8	Ea.	FY16; Dept. Of Commerce: Tri-annual Preparation for Inspection	N/A		
6	8	Ea.	FY17; Dept. Of Commerce; annual Boiler Inspection	N/A		
7	100	Ea.	FY16 & FY17; Hourly rate for Supervisor	N/A		
8	200	Ea.	FY16 & FY17; Hourly rate for Helper	N/A		

General Requirements, Project Specific

- Vendor shall use trained personnel directly employed or supervised by Vendor's Company.
- The purposed site supervisor shall have a minimum of three (3) years' experience in commercial Lawn Fertilization and Weed Control.
- Current license as a Lawn Fertilizer/Weed Control applicator.
- The Vendor shall provide telephone and cell phone or pager numbers of proposed Supervisor and Company Principle, so that, TVBH may contact Vendor during the course of this project.
- Maintaining Records/Reporting: The Vendor shall maintain a complete set of records of each scheduled preventive maintenance inspection including, but not limited to inspection dates, items checked, repairs, maintenance performed, problems noted and a statement of accounts with the following information: Scheduled inspection charge for the current period and the accumulated total to date; and repair charges for the current period and the accumulated total to date.
- Following completion of each scheduled inspection or repair, the contractor shall review with the facility contact person (or designee) the details of the work just completed and any recommendations for necessary repairs or improvements to the system. Within one (1) week following a scheduled inspection or repair, the contractor shall file a written report that lists all repair needs and deficiencies, that provides a copy of the inspection log that covers the information specified. The list of technicians shall be included in the report with and certification or licenses listed.
- Refer to "General Services Agreement" (attached) for requirements prior to executing the Agreement.
- For access to NON-PATIENT locked areas, contractor keys shall be obtained only with prior arrangements through the Plant Services/ Maintenance Department, Ext. 5301
- Contractors shall Sign In/Out at the Plant Services Department. Keys needed for accessing areas to perform work must also be signed out and returned to Plant Services Department when contractor signs out after work completion. Regular work hours are 7:30 AM to 4:00 PM Monday through Friday. Any work performed outside of the regular work hours must have prior approval by the Director of Plant Services or Chief Operating Officer. During long-term capital projects, keys will be issued to the contractor for the duration of the project. All keys must be surrendered to Plant Services upon completion of projects.
- When entering locked areas ensure the area remains locked. Service area entry must be used when entering patient's living units. DO NOT let anyone out of a locked area. Staff members have keys for entry/exit of locked areas.
- Ensure all tools and equipment are secured safely (lockable tool storage box) while on grounds. This also involves while work is in process, i.e. cutting blades, small hand tools etc.
- Fire lanes must be maintained. If roadways need blocked, prior notice must be given to Protective Service Department. All vehicles and contents must be secured when unattended. This includes tools and materials.
- In the case of utility interruptions, three working day notice must be given before any interruption. All requests shall include: when, what, where and how.
- Fire alarm and/or sprinkler system interruptions must be reported in advance to the hospital's Protective Service/Safety Officer.
- Any contractor who penetrates a rated fire or smoke separation wall to install conduit, ductwork, piping, or other material must seal the opening. An above ceiling work permit must be completed prior to closing up the area. All penetrations shall be fire stopped/sealed using the "3M" procedures and protocols. Record of completion of the work to be submitted to TVBH Safety Officer.
- Contractor procedures for work area isolation/separation from occupied areas and dust control, are as follows:
- Lead/Prime Contractor shall isolate HVAC in area of work. All supply and return air vents shall be covered with two layers of 6 mil flame retardant polyethylene.
- Lead/Prime Contractor shall create an enclosed work area that is depressurized and has a minimum of two air changes per hour or two HEPA equipped filtration devices in operation at all times. Isolation includes, but is not limited to: flame retardant poly covering of all common spaces above and below ceiling; all barriers shall be framed w/ metal studs at a minimum of 24 inch on center; barriers shall be constructed out of flame retardant materials. Contractor to review drawings and specifications for other requirements. The contractor shall comply with the most stringent procedures.
- All Contractors shall follow the Interim Life Safety measures and train all workers in those procedures/requirements. Contractor shall supply TVBH with documentation of training.
- All stored materials shall be properly covered and no materials shall be exposed to outside environment.
- If cutting, sawing, or drilling is required as part of an installation, Contractor must use safeguards to ensure that dust is contained. Precautions should also be taken when transporting material and tools within the facility to contain dust and dirt that could increase risk of infection.
- Project Isolation. Lead Contractor shall construct a one hour separation from slab to slab between the area of work and other occupied areas in the hospital
- Noise Attenuation. Occupied areas adjacent to construction zones shall not exceed noise levels of 80db.
- Movement of construction debris inside the hospital shall be in covered containers by contractor.
- All traffic laws must be obeyed; foot traffic has the right of way on all roads.

- It is the contractor's responsibility to comply with applicable OSHA requirements. A hot work permit is required for all torch cutting, welding, or brazing operations.
- TVBH Columbus Campus a smoke free, tobacco free environment. Smoking or other tobacco use is not permitted on hospital grounds.
- Any emergencies should be reported to the TVBH operator via in-house phones. Dial 5555....Do not call 911 on a personal cellular phone.
- When working in patient occupied areas, a Plant Services/Maintenance staff person must accompany contractor personnel.
- Cameras are not permitted on grounds. Prior authorization for camera use must be obtained from the CEO or Police Chief and communicated to Protective Services Department and be with a designated escort.
- All patients must be provided treatment in a confidential environment. It is violation of Federal Law to disclose the identity of patients at TVBH, or disclose any information about the patients treated at TVBH to anyone outside of the hospital. Anyone found to have disclosed this type of information shall be prosecuted to the extent of the law.
- Contractors and sub-contractors shall submit the following forms for any employee that works at TVBH: Audit of Contractor and Volunteer Personnel and Assurance of Protected Health Information Agreement.
- In order to protect patient's confidentiality we ask individuals involved in capital and\or preventive maintenance projects who observe anything regarding patients and patient care not share information off of the hospital grounds. Interaction and conversation with patients is discouraged and must be kept at a minimum; however observation of patients involved in inappropriate activity should be brought to TVBH's attention.
- The hospital appreciates your cooperation with these requirements. The hospital wishes to work with you to assure a safe well-completed project. Questions may be addressed to the Associate or Plant Services Director at extension 5301.

STATE OF OHIO

Department of Mental Health
and Addiction Services

INSTRUCTIONS, TERMS AND CONDITIONS

I-1. Bids are a Public Record. Once bids have been opened they may be considered public record as defined in Ohio Revised Code ("O.R.C.") Section 149.43 and are subject to inspection and copying. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Such requests must be accompanied by the statutory exemption from Ohio's Public Records Act, Chapter 149 of the O.R.C. Any confidential material shall accompany the bid in a sealed container marked "confidential", and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the State.

I-2. Bids are Firm for 90 Days. Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

I-3. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the Bidder prior to the award of any Contract resulting from this Bid. Total liability of the State is limited to the terms and conditions of a resulting Contract.

I-4. Suspension and Debarments. The State will not award a contract for supplies or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System https://www.sam.gov/portal/public/SAM/

I-5. Registration with the Secretary of State. The Bidder certifies that the Bidder is:
(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or

(B) a foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to O.R.C. Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. Sections 1703.01 to 1703.31, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than $250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by O.R.C. Sections 1703.01 to 1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-6. Certification Regarding Contract Eligibility With Other Governmental Entities. The Bidder certifies that Bidder has not, within the last seven (7) years been the subject of any government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

I-7. Non-Collusion Certification. The Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

I-8. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at http://obm.ohio.gov/StateAccounting/edi/default.aspx

I-9. Use of Social Security Numbers as Federal Tax Identification Numbers. The State requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

I-10. Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor Affirmation and Disclosure form 5.2.8 to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SUPPLEMENTAL TERMS AND CONDITIONS

S-1. Contract Components. This Contract consists of the complete Request to Bid/Quote, including the Instructions, Terms and Conditions, the Standard Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written addenda and contract amendments to the Request to Bid/Quote; the completed competitive bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents ("Contract").

S-2. Contract Orders. The ordering agency will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-3. Compensation. In consideration for Contractor's performance the ordering agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available at http://www.ohiosharedservices.ohio.gov/VendorsForms.aspx

S-4. Ohio Payment Card. The ordering agency purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed $2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the DAS-Procurement Services website. The ordering agency is required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-5. Term of Contract. This Contract is effective upon the projected beginning date on the Request to Bid/Quote cover page or upon date of the signature of the State, whichever is later in time. This Contract will remain in effect until either (1) the projected ending date on the Request to Bid/Quote cover page; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium, whichever event occurs first.

The current General Assembly cannot commit a future General Assembly to a future expenditure. If the term of the Contract extends beyond a biennium, the Contract will expire at the end of a current biennium and the State may renew this Contract in the next biennium by issuing written notice to the Contractor no later than July 1 of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

S-6. Contract Renewal. This Contract may be renewed after the ending date of the Contract solely at the discretion of the State for a period of one month. Any further renewals will be by mutual agreement between the contractor and the State for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the State determines that additional renewal is necessary.

S-7. F.O.B., The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the ordering agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-8. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to the agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-9. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-10. Price Adjustments. If the Contract provides for a price increase, Contractor may request a price increase in accordance with the Contract. If the State or the Contractor becomes aware of a general price decrease for the supplies or services provided under Contract, Contractor must provide a price decrease to the State of Ohio. Failure to provide a decrease will be considered as a default.

S-11. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a $1,000,000.00 limit.

S-12. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a $1,000,000 annual aggregate and a $500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The State reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the State within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Bidder being deemed not responsive. Said certificates are subject to the approval of the State and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the State. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best, unless otherwise approved by the State.

S-13. Contract Compliance. The agency is responsible to administer and monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entity in a timely manner.

Any time the agency observes any performance or compliance issues, they shall do the following:

1. Timely document the compliance or performance issue.
2. Convey the issue to the Contractor and demand immediate correction.
3. Document the Contractor corrective actions or lack thereof.

If the Contractor fails to correct satisfactorily the performance or compliance issue, the State may employ all available options and remedies, including termination of the Contract if necessary to resolve the Contractor's continued nonperformance or noncompliance. Failure of the Contractor to respond to a notice of nonperformance or noncompliance may result in default of the Contractor, and may be cause for termination.

S-14. Quality Assurance. At the option of the State samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-15. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the agency. At the option of the agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-16. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify the State within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-17. Ohio Ethics. Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

S-18. Debarment. Contractor represents and warrants that it is not debarred from consideration for contract awards by the State, pursuant to O.R.C. Section 125.25 or by any other governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay to the State any funds paid under this Contract.

S-19. Independent Contractor Acknowledgement. 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 the Ohio Department of Administrative Services. 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, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: https://www.opers.org/forms/definitions/PEDACKN.shtml.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

Contractor certifies, by signature below that the information provided is accurate and complete. Additionally, contractor declares to have read and understood and agrees to be bound by all of the instructions, contract terms, conditions and specifications of this request and agrees to fulfill the requirements of any awarded contract at the prices bid.

This document hereby incorporates the request to bid/quote the contractor's bid submission, including the Terms and Conditions for Bidding, special contract terms & conditions, any bid addenda, specifications, pricing schedules, Vendor Information Form, W9, and any attachments incorporated by reference and accepted by the State become a part of awarded Contract.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to the terms and conditions of performing business with the Ohio Department of Mental Health and Addiction Services. NOTE: The Contractor agrees to sign attached example of Ohio Department of Mental Health and Addiction Services – Personal Service Contract.

_____
Company Name

_____ _____
[Signature, Blue Ink Only] Must be an individual authorized to legally bind the Company indicated above.

_____ _____
[Print Name & Title] Date

_____
Date

Ohio Department of Mental Health and Addictions Services
General Services Agreement

This contract between ___(Vendor Name)_____, hereinafter referred to as "Contractor," and the Ohio Department of Mental Health and Addiction Services (ODMHAS), hereinafter referred to as "ODMHAS," is entered into for the mutual benefit of each.

I. STATEMENT OF WORK

a. Contractor shall undertake the work and activities set forth in the Invitation to Bid, Request for Purchase, and Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with OODMHAS 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 ODMHAS. 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. ODMHAS 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 ODMHAS.

d. Unless stated otherwise in the Invitation to Bid, Request for Purchase, or 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. ODMHAS 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. ODMHAS 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 ODMHAS 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 ODMHAS 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 ODMHAS 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 July 1, 2015 and shall **expire** on June 30, 2017.

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, ODMHAS 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, ODMHAS 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 ODMHAS to the Contractor under this contract shall in no event exceed the sum of $_____ unless Contractor receives prior approval from ODMHAS or when required, approval of the Controlling Board and is so notified of such approval by ODMHAS in writing.

c. In accordance with Section 126.30 of the Revised Code, and any applicable rules thereto, ODMHAS 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 ODMHAS. If ODMHAS 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. ODMHAS 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 ODMHAS 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: ODMHAS 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 ODMHAS. Any assignment or delegation not consented to may be deemed void by ODMHAS.

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 ODMHAS business associate agreement relating to services rendered under this contract. In addition, ODMHAS may require Contractor, its employees and agents to submit to basic HIPAA orientation provided by ODMHAS.

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 ODMHAS, 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: ODMHAS 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 ODMHAS 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 ODMHAS 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. ODMHAS 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. CRIMINAL BACKGROUND CHECK: The Contractor, its employees and agents may be subject to a criminal background check upon request by ODMHAS, at the expense of

ODMHAS. Upon request, Contractor, its employees and agents must provide verification of said criminal background check. ODMHAS reserves the right to restrict access of its property and facilities to any employee or agent of Contractor based upon a criminal conviction or pending charge that could constitute a first degree misdemeanor or a felony under the Ohio Revised Code or other state or federal law, as determined by ODMHAS. Failure to comply on behalf of the Contractor, its employees or agents may result in the termination of this contract.

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, ODMHAS 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 ODMHAS'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 ODMHAS. ODMHAS shall not be liable for any further claims. Any payments made by ODMHAS in which services have not been rendered by the Contractor shall be returned to ODMHAS.

VI. CONTRACT REMEDIES

a. ACTUAL DAMAGES: The Contractor is liable to ODMHAS for all actual and direct damages cause by Contractor's default. ODMHAS may buy substitute services from a third party for those that were to be provided by the Contractor. ODMHAS 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, ODMHAS 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: ODMHAS'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 ODMHAS 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 ODMHAS 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 and Addiction Services

_____
Chief Executive Officer Date

CONTRACTOR

_____
Date

_____
Print Name

Exhibit 1

Contract Parties:

ODMHAS	Twin Valley Behavioral Healthcare
Facility/Division	2200 West Broad Street Columbus, Ohio 43223

Contractor

Compensation:

Scope of Work:

Scope of Work

- Anticipated Contract periods: FY16 - July 1, 2015 – June 30, 2016 and FY17 - July 1, 2016 – June 30, 2017.
- Preventive maintenance, quarterly service and hourly rate work for; 3 hot water boilers in KOSAR Utility Bldg., 1 hot water boiler in KOSAR Basement,. 2 steam boilers in the Lavelle Bldg. and 4 hot water boilers in Moritz Utility Bldg.
- To provide labor, equipment and materials to perform a quarterly (September, December, March and May) preventive maintenance inspection on Boilers at TVBH. This inspection will include testing and adjustment of operating and safety controls of boilers.
- To provide labor, equipment and materials to install short and long tubes for internal combustion on 3 hot water boilers located in the KOSAR Utility Building. This work shall be initiated on or after August 1, 2015 and be completed on or before August 30, 2015.
- Fire boilers twice a year (September and May) with supplemental fuel oil energy source. Combustion will be set for maximum operating efficiency (both fuel sources). Also, open fire side of the boilers to inspect the internal systems of the boilers.
- FY16; prepare Boilers and make recommendations prior to Tri-annual certification by Department of Commerce. Vendor to replace with boiler manufacturer parts all fire and waterside gaskets; and perform hydrostatic pressure testing. Result of hydrostatic testing to comply with manufacturer standards once the fire tubes have been replaced. This work shall be initiated on or after August 15, 2015 and be completed on or before September 15, 2015
- FY17; prepare Boilers and make recommendations prior to annual certification by Department of Commerce. This work shall be initiated on or after August 15, 2016 and be completed on or before September 15, 2016
- Vendor to schedule and pay for Department of Commerce inspections and boiler operating license.
- Upon completion of each inspection, the contractor shall submit a report of the work complete, the condition of the system and any recommendations for necessary repairs or improvements to the system. A checklist is to be completed for each boiler after each inspection. The contents of the check=list will be reviewed and approved by TVBH prior to use.

- Vendor shall provide labor, equipment and materials to complete this work.
- Vendor shall advise the Director of Plant Services of any necessary repairs. Parts and labor to make any necessary repairs shall be handled as an additional cost. A written quote for additional work shall be provided, and a purchase order will be assigned before work commences.
- The selected Vendor will be notified in writing a minimum of 10 days prior to the anticipated start date.
- All work shall be scheduled through the Maintenance Department and be performed Monday through Friday (7:30 am to 5:00 pm)
- Pre-bid walkthrough is scheduled for April 27, 2015 at 1:00 p.m. To be held in the Lavelle Maintenance Building, 2200 West Broad Street, Columbus Ohio.

BUSINESS ASSOCIATE AGREEMENT WITH SECURITY PROVISIONS

WHEREAS, _____[State Agency]_____ will make available and/or transfer to Contractor confidential, personally identifiable health information in conjunction with [describe services to be purchased] services obtained pursuant to DAS State Term Schedule Number ######, for [describe services authorized under STS], and

WHEREAS, such information may be used or disclosed only in accordance with the privacy and security regulations [45 CFR Parts 160 and 164] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], as it has been amended, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Protected Health Information ("PHI") means individually identifiable information received from or on behalf of the State Agency and relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto.

   Unsecured PHI is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals according to the technologies or methodologies specified by the Director of the U.S. Department of Health and Human Services.

2. Contractor agrees that it shall not receive, create, maintain, transmit, use, or disclose PHI except as follows:

   a. To provide [identified services] and related functions;

   b. If necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. PHI may only be disclosed to another person/entity for such purposes if:
      - Disclosure is required by law; or
      - Where Contractor obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
      - Person agrees to notify Contractor of any breaches of confidentiality;

3. Contractor agrees that is shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by State Agency, except for the specific uses and disclosures enumerated in paragraph 2.b.

4. Contractor agrees that it will not request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

5. Contractor shall comply with Subpart C of 45 CFR Part 164, and will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI, and implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of State Agency.

6. Contractor agrees that it shall immediately report to State Agency, in writing and within 72 hours of discovery, any unauthorized uses/disclosures of unsecured PHI and any security incident resulting in the loss or disclosure of PHI of which it becomes aware. Reports of unauthorized access, use or disclosure of unsecured PHI shall include identification of affected individuals whose PHI has been or is reasonably believed to have been accessed, used, disclosed, or lost. Contractor shall take all reasonable steps to mitigate the potentially harmful effects of such breach.

7. Contractor shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents.

8. Contractor shall make all PHI and related information in a designated record set in its possession available as follows:
   a. To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;

b. To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528;

c. To State Agency, as necessary to fulfill State Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by State Agency, incorporate any amendments or related statements into the information held by Contractor and any subcontractors or agents.

9. Contractor agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of State Agency available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.

10. Upon termination of the contractual relationship between State Agency and Contractor established pursuant to the STS, Contractor agrees, at the option of State Agency, to return or destroy all PHI created or received from or on behalf of State Agency. Contractor agrees that it will not retain any copies of PHI except as required by law. If return or destruction of all PHI, and all copies of PHI, is not feasible, Contractor agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible.

11. The PHI and any related information created or received from or on behalf of State Agency is, and shall remain, the property of the State Agency. Contractor agrees that it acquires no title in or rights to the information, including any de-identified information.

12. Any non-compliance by Contractor with the terms of this Agreement or the privacy regulations shall be a breach of this Agreement if Contractor knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. Contractor agrees that State Agency has the right to immediately terminate the underlying contract for [identified services], if State Agency determines that Contractor has violated a material term of this Agreement.

13. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

14. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

This Business Associate Agreement shall be effective as provided herein and shall govern the relationship between State Agency and Contractor for purposes of complying with HIPAA.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below.

_____	_____
(Contractor)	(State of Ohio Agency)
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)
_____	_____
(Date)	(Date)

Contractor/Vendor Procedures

Twin Valley Behavioral Hospital

Welcome to the TWIN VALLEY BEHAVIORAL HOSPITAL. To ensure TVBH can remain safe and secure, all contractors must follow these procedures:

1. For access to NON-PATIENT locked areas, contractor keys shall be obtained only with prior arrangements through the Plant Services/ Maintenance Department, Ext. **5301**
2. Contractors shall **Sign In/Out** at the Plant Services Department. Keys needed for accessing areas to perform work must also be signed out and returned to Plant Services Department when contractor signs out after work completion. Regular work hours are 7:30 AM to 4:00 PM Monday through Friday. Any work performed outside of the regular work hours must have prior approval by the Director of Plant Services or Chief Operating Officer. During long-term capital projects, keys will be issued to the contractor for the duration of the project. **All keys must be surrendered to Plant Services upon completion of projects.**
3. When entering locked areas ensure the area remains locked. Service area entry must be used when entering patient's living units. **DO NOT** let anyone out of a locked area. Staff members have keys for entry/exit of locked areas.
4. Ensure all tools and equipment are secured safely (lockable tool storage box) while on grounds. This also involves while work is in process, i.e. cutting blades, small hand tools etc.
5. Fire lanes must be maintained. If roadways need blocked, prior notice must be given to Protective Service Department. All vehicles and contents must be secured when unattended. This includes tools and materials.
6. In the case of utility interruptions, **three working day notice** must be given before any interruption. All requests shall include: when, what, where and how.
7. Fire alarm and/or sprinkler system interruptions must be reported in advance to the hospital's Protective Service/Safety Officer.
8. Any contractor who penetrates a rated fire or smoke separation wall to install conduit, ductwork, piping, or other material must seal the opening. An **above ceiling work permit** must be completed prior to closing up the area. All penetrations shall be fire stopped/sealed using the "3M" procedures and protocols. Record of completion of the work to be submitted to TVBH Safety Officer.
9. Contractor procedures for work area isolation/separation from occupied areas and dust control, are as follows:
    - Lead/Prime Contractor shall isolate HVAC in area of work. All supply and return air vents shall be covered with two layers of 6 mil flame retardant polyethylene.
    - Lead/Prime Contractor shall create an enclosed work area that is depressurized and has a minimum of two air changes per hour or two HEPA equipped filtration devices in operation at all times. Isolation includes, but is not limited to: flame retardant poly covering of all common spaces above and below ceiling; all barriers shall be framed w/ metal studs at a minimum of 24 inch on center; barriers shall be constructed out of flame retardant materials. Contractor to review drawings and specifications for other requirements. The contractor shall comply with the most stringent procedures.
10. All Contractors shall follow the Interim Life Safety measures and train all workers in those procedures/requirements. Contractor shall supply TVBH with documentation of training.
11. All stored materials shall be properly covered and no materials shall be exposed to outside

environment.

12 If cutting, sawing, or drilling is required as part of an installation, Contractor must use safeguards to ensure that dust is contained. Precautions should also be taken when transporting material and tools within the facility to contain dust and dirt that could increase risk of infection.

13 Project Isolation. Lead Contractor shall construct a one hour separation from slab to slab between the area of work and other occupied areas in the hospital

14 Noise Attenuation. Occupied areas adjacent to construction zones shall not exceed noise levels of 80db.

15 Movement of construction debris inside the hospital shall be in covered containers by contractor.

16 All traffic laws must be obeyed; foot traffic has the right of way on all roads.

17 It is the contractor's responsibility to comply with applicable OSHA requirements. A hot work permit is required for all torch cutting, welding, or brazing operations.

18 TVBH Columbus Campus a smoke free, tobacco free environment. Smoking or other tobacco use is not permitted on hospital grounds.

19 Any emergencies should be reported to the TVBH operator via in-house phones. **Dial 5555....Do not call 911 on a personal cellular phone.**

20 When working in patient occupied areas, a Plant Services/Maintenance staff person must accompany contractor personnel.

21 **Cameras are not permitted on grounds**. Prior authorization for camera use must be obtained from the CEO or Police Chief and communicated to Protective Services Department and be with a designated escort.

22 All patients must be provided treatment in a confidential environment. It is violation of Federal Law to disclose the identity of patients at TVBH, or disclose any information about the patients treated at TVBH to anyone outside of the hospital. Anyone found to have disclosed this type of information shall be prosecuted to the extent of the law.

23 Contractors and sub-contractors shall submit the following forms for any employee that works at TVBH: **Audit of Contractor and Volunteer Personnel and Assurance of Protected Health Information Agreement.**

24 In order to protect patient's confidentiality we ask individuals involved in capital and\or preventive maintenance projects who observe anything regarding patients and patient care not share information off of the hospital grounds. Interaction and conversation with patients is discouraged and must be kept at a minimum; however observation of patients involved in inappropriate activity should be brought to TVBH's attention.

25 The hospital appreciates your cooperation with these requirements. The hospital wishes to work with you to assure a safe well-completed project. Questions may be addressed to the Associate or Plant Services Director at extension 5301.

Contractor Acknowledgment: _____ Date:_____