REQUEST FOR PROPOSALS (RFP)

RFP Number: MHA17353

The Ohio Department of Mental Health and Addiction Services (MHAS), Northcoast Behavioral Health, is requesting proposals for:

**Snow Removal at Northcoast Behavioral Health (NBH)**

For the Period: **State Fiscal Year 2021 - October 1, 2020 through June 30, 2021**

RFP Issued: 8/5/2020
Inquiry Period Begins: 8/5/2020
Inquiry Period Ends: 8/17/2020
Proposals Due: 8/19/2020 by 2:00 pm

Submit Proposals via e-mail to:

The Ohio Department of Mental Health and Addiction Services
MHOhioMHASBidOpportunity@mha.ohio.gov

This RFP consists of five (5) parts and two (2) attachments, totaling sixteen (16) consecutively numbered pages. Please verify that you have a complete copy.

Please submit all inquiries about this RFP through the State Procurement web site at www.ohio.gov/procure. Please refer to Part Three of this RFP, “General Instructions”, for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.
PART ONE: STRUCTURE OF THIS RFP

PARTS

Part One  Structure of this RFP
Part Two  Information on requested services
Part Three General Instructions
Part Four  Evaluation of Proposals
Part Five  Contract Award

ATTACHMENTS

Appendix 1 – Standard Affirmation and Disclosure Form
  o Standard Affirmation and Disclosure Form must be signed by an authorized
    official of Proposer’s organization and must be included for any proposal to be
    scored

Appendix 2 – Contractor Information Form
  o Contractor Information Form must be completed and submitted with the proposal.
PART TWO: SERVICES REQUESTED INFORMATION

I. MISSION & GUIDING PRINCIPLES

The mission of the Ohio Department of Mental Health and Addiction Services (MHAS) is to provide statewide leadership of a high-quality mental health and addiction prevention, treatment and recovery system that is effective and valued by all Ohioans. MHAS strives to be a national leader in implementing a comprehensive, accessible, and quality-focused system of addiction and mental health care and wellness for all Ohio citizens.

II. PURPOSE

The Ohio Department of Mental Health and Addiction Services (MHAS) is seeking proposals from qualified contractors for snow and ice removal for 2020/2021 winter season at our Northcoast Behavioral Health (NBH) center.

III. BACKGROUND

Snow and ice removal from facility for the safety of our visitors, patients, and employees.

IV. SCOPE OF WORK AND DELIVERABLES

Northcoast Behavioral Healthcare is requesting bids for the upcoming the 2020/2021 Snow Season. See details listed below in Scope of work.

Contractor shall perform the following services at:
1756 Sagamore Rd.
Northfield, Ohio 44067

The contractor shall provide all required supervision, labor, materials and equipment necessary to complete the following services as described to keep the Northcoast Behavioral Healthcare (NBH) Campus, free from ice and snow during the entire season, utilizing snow plowing, hand shoveling, spreading salt and calcium chloride. All work will be completed in a workmanlike manner consistent with industry standards. Contractor shall ensure that the jobsite is cleaned up and dispose of any debris at the end of every day. NBH is a 24-hour 7 day a week operation.

1. Work to be performed at the request of authorized NBH personnel.
2. Contractor must be able to respond within 1 hour of being informed.
3. Contractor must sign in and out at NBH switchboard, logging services performed for each occurrence on checklist of services performed.
4. Amount of salt and or calcium spread shall follow industry standards and acceptable to agency. NBH can supply up to 50% of salt and/or calcium to reduce travel and expense to NBH.
5. An occurrence happens every time 1” of snow falls or any ice accumulation.
6. Under normal circumstances NBH will need serviced before 1” of snow has accumulated.
7. Under normal circumstances all snow and ice must be addressed before 6:30am.
8. Contractor shall perform services until end of season or notified by NBH.
9. Plow and treat for ice, all areas noted on provided map.
   a. All drive lanes
   b. Fire Lanes
c. Parking lots  
d. Paved areas

10. Hand shovel and apply Calcium Chloride to areas shown on map.
   a. Sidewalks in front of main building.  
   b. Sidewalk behind Main building.  
   c. All court yards.  
   d. Admissions sidewalks.

Bid Breakout needs to be as follows:

1. Cost per push to plow entire facility $__________________
2. Cost per push to salt entire facility $__________________
3. Cost per push to hand shovel $__________________
4. Cost per spread of Calcium Chloride $__________________
5. Cost per push to plow entire facility less salt supplied by NBH $__________________
6. Cost per spread of Calcium Chloride less Calcium supplied by NBH $__________________

Bidders are required to perform site visit at Prebid meeting TBD.
Bidders are required to list equipment available to perform responsibilities.
Bidders must supply 3 references of similar size projects

V. **MINIMUM QUALIFICATIONS OF CONTRACTOR**

Successful bidder will furnish all tools, labor, material and equipment to perform the work required. Bidder must list detailed equipment and manpower that will be used on site.

Employees of contractor (awarded bidder), must comply with all areas of the Code of Federal Regulations (Labor and Construction) which are applicable to the project. Examples include, but are not limited to, control over tools, parts and hazardous material, protective equipment (if warranted), housekeeping supplies and chemicals, etc. Discuss with the site supervisor all equipment that will be used on hospital property during the project.

All contract work completed on the campus must be completed by individuals at least 18 years of age and older. Identification will be required upon request and contractor badges will be provided by the hospital and must be worn during the entire length of the project. The contractor must contact the appropriate project supervisor’s office upon arrival on the job site each day. Daily the awarded vendor must sign in and out at the Main Entrance of the Hospital.

The contractor will keep the work area safe at all times and erect necessary barriers and danger signals or signs where required.

The contractor will be responsible for providing Safety Data Sheets (SDS) for any hazardous products that are brought onto State of Ohio Facility property and (per OSHA Standard CFR 1910.1200). A copy must be provided to the Safety office before any product may be used.

Contraband is not permitted on Northcoast property. These items include, but are not limited to, weapons including firearms, knives, stun guns, alcoholic beverages and tobacco products, and illicit substances. Check with the hospital Safety Officer for a complete listing of items or for clarification. Cameras and recording devises are not permitted on hospital grounds. If a need arises to document project information, please contact your hospital site supervisor to discuss this need.

Temp Revised 6/4/2020
Northcoast Behavioral Healthcare is a Smoke Free Environment. Use of tobacco products of any type is prohibited anywhere on the hospital grounds, including buildings, bathrooms, personal vehicles, parking lots, grassy areas and any other hospital property.

Privacy and Confidentiality

Privacy is a basic ethical and legal right of our patients. It is your responsibility to help safeguard that right. Do not discuss what you see or hear with others, unless you need to discuss a work-related issue with the NBH staff. Northcoast Behavioral Healthcare complies with all Federal Health Insurance Portability and Accountability Act (HIPAA) guidelines regarding privacy.

Contractor shall not be subject to an “unresolved” finding for recovery under Section 9.24 of Ohio Revised Code.

VI. ETHICAL AND CONFLICT OF INTEREST REQUIREMENTS

No contractor or individual, company or organization seeking a contract shall promise or give to any MHAS employee any item of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

No contractor or individual, company or organization seeking a contract shall solicit any MHAS employee to violate any of the conduct requirements for employees.

Any contractor acting on behalf of MHAS shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirement and prohibitions defined Section 102.03 or Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by MHAS to enter into a contract.
PART THREE: GENERAL INSTRUCTIONS

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

I. CALENDAR OF EVENTS & ONLINE INFORMATION

The schedule for this RFP is given below and is subject to change. MHAS may change this schedule at any time. If MHAS changes the schedule before the Proposal Due Date, it will do so through an announcement on the State Procurement web site area for this RFP at the following link: http://procure.ohio.gov/proc/index.asp. The web site announcement will be followed by an addendum to this RFP, which also will be made available through the same State Procurement web site.

It is each prospective Proposer’s responsibility to check the State Procurement web site’s question-and-answer area for this RFP for current information and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP Inquiry process, set forth below, no contact related to this RFP shall be made with MHAS until a contract award is announced. Notwithstanding this prohibition, MHAS, at its sole discretion, may request additional information as part of the review process outlined below.

Firm Dates

- RFP Issued: 8/5/2020
- Inquiry Period Begins: 8/5/2020
- Inquiry Period Ends: 8/17/2020 8:00 am
- Proposal Due Date: 8/19/2020 by 2:00 pm

Estimated Dates

- Contract Award Notification: 9/4/2020
- Issuance of Purchase Order: To be determined

II. PROPOSAL FORMAT

Proposals must be prepared in accordance with instructions in this section. The proposal must clearly outline how each of the deliverables of Part 2 Section IV will be completed and with the time frames specified in that same section.

To be accepted, a proposal must include a technical proposal and a cost proposal as described in this section, contain all the information specified for each of the categories listed in this section, and meeting the requirements of this section.

A. Technical Proposal

   a. Transmittal letter includes:
      - Identifies the bidder
      - The name, title, address, and telephone number of the proposer’s contract person with authority to answer questions concerning the RFP
      - The name, title, address, telephone number, and email address of the
b. Organizational experience including:
   - Information on the background of the firm or individual, including background information of any subcontractor(s)
   - Any prior experience relevant to this RFP (includes current contact names and phone numbers for these references), and a list of similar projects currently underway by the proposer or by any subcontractor(s) as well as completed over the past three (3) years. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources.

c. Technical Approach and work plan that indicates how the proposer plans to address the purpose, objectives and deliverables, within the timeframes as stated in this RFP.
   - A procedure for reporting the status of the project, including work completed.
   - A proposal for how coordination will occur and how information will be shared with MHAS
   - A chart indicating the names of staff and staff hours/activities/tasks linked to the responsibility of each of those individuals involved in each deliverable of the project
   - Samples of previous related projects

d. Personnel Qualifications
   - Must include names, resumes, education, and experience of personnel listed in the table of organization/personnel chart for this project (including any subcontractors), and fully explain how their education and experience is relevant to the sections ____ of this RFP.
   - MHAS shall require a clause in the resulting contract regarding key personnel that any person identified as critical to the success of the project may not be removed without reasonable notice to MHAS.
   - One Project Manager shall be named on behalf of the proposer. All correspondence shall be directed through this named individual.

B. Cost Proposal

The cost proposal must indicate the total cost for the entire project and a separate cost breakdown for state fiscal year 2021 for the following elements.

1. Cost per push to plow entire facility $______________
2. Cost per push to salt entire facility $______________
3. Cost per push to hand shovel $______________
4. Cost per spread of Calcium Chloride $______________
5. Cost per push to plow entire facility less salt supplied by NBH $______________
6. Cost per spread of Calcium Chloride less Calcium supplied by NBH $______________

Travel cost should be encompassed within the cost of the deliverables. Travel is not to be listed separately. For purposes of this RFP, travel includes all modes of transportation (airfare, tax, car rentals, etc.), lodging expenses, meals, and cost of communications by phone, mail, e-mail, or fax.

III. PROPOSAL SUBMITTAL

Temp Revised 6/4/2020
Proposals must be submitted in the following manner:

- Proposals must be submitted via e-mail by no later than 8/19/2020 by 2:00 pm to MHOioMHASBidOpportunity@mha.ohio.gov.
- Subject of email should be “RFP MHA17353”
- All pages must be numbered consecutively using the format “Page [#] of [total number of pages]” (e.g., Page 2 of 20).
- Standard Affirmation and Disclosure form completed and submit with proposal
- Contractor Information form completed and submit with proposal
- Personal Service Contract form completed and submit with proposal

No proposals or corrections/additions to submitted proposals will be accepted after the Proposal Due Date and time. Proposals that are submitted after the Proposal Due Date and time will not be scored.

Proposals that are not submitted in the format requested will not be scored. Proposals that do not contain all of the required information will not be scored.

All costs incurred in the preparation of the Proposal shall be borne by the Proposer alone, and MHAS shall not contribute, in any way, to the cost of the preparation of the Proposal.

Any and all documents developed by the Proposer during the course of this project will be provided to MHAS upon request and will become the property of MHAS, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted by the Proposer will be considered to be public information unless the proposer specifically demonstrates, in writing, which information it considers to be proprietary. “Proprietary information” is information which, if made public, would put the proposer at a disadvantage in the market place and trade in which the proposer is a part. Consequently, an assertion of “proprietary” information must be clearly identified and the basis of the assertion must be included. It is not adequate for the bidder to simply state that disclosure of the information will put it at a disadvantage in the market place. MHAS will make the final decision as to whether information is “public” or “proprietary”.

MHAS reserves the right to:

- Accept or reject any and all Proposals and/or bids if MHAS determines that it is in the best interests of the State to do so.
- Rebid this RFP, requesting new Proposals from qualified firms.
- Waive or modify minor irregularities in Proposals received.
- Negotiate with Proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio.
- Require the submission of modifications or additions to Proposals as a condition of further participation in the selection process.
- Fund any Proposal in full or in part; any assignments of work by MHAS under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding.
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more Proposers submitting responses will be
awarded contracts.

- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact Proposer to clarify any portion of the Proposer’s submittal.

If, during the review process, MHAS determines that it is necessary to make further distinctions between certain Proposers, MHAS may request certain selected Proposers to interview or make a presentation to staff and reviewers. The Proposer shall bear the cost of travel to any scheduled interview.

In accordance with federal and state statutes and MHAS policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

IV. INQUIRIES

From the issuance date of this RFP, until a contract is awarded to a proposer, there may not be communications concerning the RFP between any supplier who expects to submit a proposal and any employee of MHAS involved in the issuing of the RFP. The only exception is provided through the submission of written requests for clarification/interpretation via the state procurement website during the inquiry period.

Prospective Proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective Proposers must use the following process:

2. From the Navigation Bar at the top, select “for Suppliers”.
3. Under the title “Bid Opportunities”, select “All Opportunities”.
4. Enter the RFP Number found on Page 1 of this document as the “Document/Bid Number”.
5. Click the “Search” button.
6. Select this RFP.
7. On the document information page, click the “Submit Inquiry” button.
8. On the document inquiry page, complete the required “Personal Information” section by providing the following:
   a. First and last name of the prospective Proposer’s representative who is responsible for the inquiry;
   b. Name/Company/Business of the prospective Proposer;
   c. Representative’s business phone number; and
   d. Representative’s e-mail address.
9. Type the inquiry in the space provided, making certain to include the following:
   a. A reference to the relevant part of this RFP;
   b. The heading for the provision under question; and
   c. The page number of the RFP where the provision can be found.
   d. Enter the Security Number.
10. Click the “Submit” button.

Prospective Proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective Proposer who submitted the inquiry will not receive an e-mail response to the question, but will need to view the response on the State Procurement web site where it will be posted for viewing by all prospective Proposers.**
Prospective Proposers may view inquiries using the following process:

2. From the Navigation Bar at the top, select “for Suppliers”.
3. Under the title “Bid Opportunities”, select “All Opportunities”.
4. Enter the RFP Number found on Page 1 of this document as the “Document/Bid Number”.
5. Click the “Search” button.
6. Select this RFP.
7. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

MHAS will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. MHAS will not respond to any inquiries received after 8:00 a.m. on 8/17/2020. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with MHAS staff or any other agency of the State to discuss this RFP may result in the Proposer being deemed ineligible.
PART FOUR: EVALUATION OF PROPOSALS

I. EVALUATION PROCESS

MHAS’s evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. MHAS’s initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. MHAS’s request for more information (clarifications, interviews, presentations, and/or demonstrations); and,
4. Negotiations or best offer requests.

At its sole discretion, MHAS will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. MHAS may add or remove sub-phases to phases 2 through 4 at any time if MHAS believes doing so will improve the evaluation process.

II. PROPOSAL EVALUATION CRITERIA

In the proposal evaluation phase, MHAS staff or reviewers selected by MHAS (the committee) will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>65</td>
</tr>
<tr>
<td>Prior government contracts</td>
<td>5</td>
</tr>
<tr>
<td>Completeness of bid packet</td>
<td>5</td>
</tr>
<tr>
<td>Services offered</td>
<td>5</td>
</tr>
<tr>
<td>Response to facilities time</td>
<td>10</td>
</tr>
<tr>
<td>Equipment</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>
PART FIVE: CONTRACT AWARD

I. CONTRACTUAL REQUIREMENTS

Any contract(s) resulting from this issuance of this RFP are subject to the terms and conditions as provided in the personal services contract. The information contained in the RFP and in the proposal submitted by the selected contractor shall be considered part of the contract.

Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

All aspects of the contract apply equally to work performed by any and all subcontractors.

The Contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The Contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality including federal and state statutory and regulatory requirements that apply to the employees of MHAS and the State of Ohio.

Before a contract can be awarded, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic filing website (https://ohiobusinessgateway.ohio.gov). Contractor must have an approved Affirmative Action plan recorded with the State of Ohio Department of Administrative Services.

II. CONTRACT AWARD PROCESS

It is MHAS’s intention to award one or more contract(s) under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as MHAS determines that doing so is in the State’s best interests and MHAS has not otherwise changed the award date.

Any award decision by MHAS under this RFP is final. After MHAS makes its decision under this RFP, all Contractors will be notified (in writing or by phone, at MHAS’s discretion) of the final evaluation and determination as to their Proposals.

MHAS will issue a notice of contract award to the selected Contractor(s), and finalized contract terms and conditions will be forwarded for signature. Contract will include RFP and attachments and the Contractor’s accepted proposal. Once executed copies of the contract are submitted by the Contractor(s), and pending any further approvals that may be required (e.g., State Controlling Board), MHAS will fully execute the contract.

Once the contract is fully executed, MHAS will issue a purchase order (PO). MHAS will issue to the Contractor(s) one (1) copy of the signed instrument and one (1) copy of the PO for its/their files.

Unless otherwise negotiated and included in the executed contract/scope of work, the selected contractor(s) shall be bound by all outlined services, policies and procedures as contained in the contractor’s submitted and evaluated proposal.

Contractor may commence work upon receipt of a state issued purchase order.
The selected contractor(s) shall be compensated based on deliverables listed in the RFP. The personal services contract issued will further specify the timelines for completion of each deliverable and payment structure.

III. NUMBER OF AWARDS

It is MHAS’s intention to award one or more contract(s) depending on programs’ needs and the fit of the Contractor(s) to the scope of this RFP.

IV. FUNDING APPROVAL THRESHOLD

In the event that contractual expenditures with the selected Contractor(s) will exceed $50,000 in spending under any contract that results from this RFP, or that otherwise exceed $50,000 in aggregate spending across all contracts between the contractor and MHAS, the contract will be subject to the approval of the State of Ohio Controlling Board.
Appendix 1:
Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

No Contract Funds May be Spent Offshore

Executive Order 2019-12D “Governing the Expenditure of Public Funds for Offshore Services” prohibits the use of any public funds within the control of an executive agency to purchase services which will be performed outside of the United States. The Executive Order can be found at the following website:


To be considered by the MHAS, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this RFP.
STANDARD AFFIRMATION AND DISCLOSURE FORM - EXECUTIVE ORDER 2019-12D
Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, Contractor affirms, understands and will abide by the requirements of Executive Order 2019-12D. Both Contractor and any of its subcontractors shall perform no services under any contract with the Department of Developmental Disabilities outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under any contract with the Department of Developmental Disabilities will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate “Not Applicable” in the appropriate spaces.

1. Name/Principal location of Contractor:
   
   __________________________________________________________
   (Name) (Address, City, State, Zip)

2. Name/Principal location of subcontractor(s):
   
   __________________________________________________________
   (Name) (Address, City, State, Zip)

   __________________________________________________________
   (Name) (Address, City, State, Zip)

3. Location(s) where services will be performed by Contractor or by subcontractors if different from principal location(s):
   
   __________________________________________________________
   (Address, City, State, Zip)                                        (Address, City, State, Zip)

4. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor or subcontractors if different from principal location(s):
   
   __________________________________________________________
   (Address, City, State, Zip)              (Address, City, State, Zip)

Contractor affirms that Contractor and all subcontractors shall immediately disclose to the Department of Developmental Disabilities any change or shift in location of services performed by Contractor or subcontractors after execution of any Contract with the Department. On behalf of the Contractor, I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the Department and is incorporated therein.

By: ____________________________________   ____________________________________
   Contractor Signature                                      Printed Name and Title

Date: __________________________
Appendix 2:
Contractor Information Form

The Contractor Information Form must be filled out and returned with a bid response.
CONTRACTOR INFORMATION FORM

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

CONTRACTOR NAME: ____________________________________________________________

STREET ADDRESS: ___________________________________________________________

CITY: ______________________ STATE: _________ ZIP CODE: _______________

AUTHORIZED CONTACT NAME: ________________________________________________

PHONE NUMBER: __________________ EMAIL: ___________________________________

1. Identify all of contracts currently with the State of Ohio (including MHAS).

   Total # of Contracts: ________________

   State Agency: ___________________________ Amount: _______________________

   Contracted Services: ________________________________

   Duration of Contract: ____________________________

(Attach additional sheets if necessary.)

2. Provide current employee information on both a nationwide basis (including Ohio), and Ohio’s based operations.

   NATIONWIDE                  OHIO

   Total # of Employees: ________  ________

   Percent of Women: __________  __________

   Percent of Minorities: __________  __________

3. Provide OAKS Supplier ID or Tax Identification Number: ________________________

4. If your billing address is different than mailing address above, please provide below:

   Contractor Name: __________________________________________________________

   Street Address: ___________________________________________________________

   City: __________________________ State: __________ Zip Code: __________

   _______________________________________________ Date

Temp Revised 6/4/2020
Ohio Department of Mental Health and Addictions Services
General Services Agreement

This contract between TBD, 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, Bid Specifications, Request for Purchase, as applicable, and Scope of Work, which is attached hereto as Exhibit I, and incorporated by reference as if fully written herein. Contractor shall consult with ODMHAS 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 for any purpose, including purposes of Chapter 145 of the Ohio Revised Code. 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, Bid Specifications, 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 10/1/2020 and shall expire on 6/30/2021.

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 as to the subject matter herein, 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, without regard to choice of law provisions, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the contract or performance thereunder.

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. ANTI-TRUST 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: Contractor, 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:

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 Chapters 102 and 2921, as interpreted by the courts of the State and the opinions of the Ohio Ethics Commission. 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.

z. BOYCOTTING: Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy free trade, including Israel, and will not do so during the contract period.

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

_______________________________    ____________________________
Director/Chief Executive Officer    Date

_______________________________    ____________________________
CONTRACTOR

Print Name
Exhibit 1

Contract Parties:

OhioMHAS Facility/Division (Name and Address)
Northcoast Behavioral Healthcare
1756 Sagamore Rd.
Northfield, Ohio 44067

Contractor (Name and Address)
TBD

Compensation:
TBD

Scope of Work:
Contractor will be responsible for performing snow and ice removal for the upcoming 2020/2021 winter season as outlined within the bid request document. Contractor will also be responsible for timely responses to plowing and de-icing requests to maintain a safe environment.