Date: August 31, 2015

Dear Prospective Vendor:

Subject: **REQUEST FOR SEALED PROPOSAL**

Attached to this memo is the Southwest Ohio Developmental Center's **Request for Sealed Proposal** for Dietician Service. If you and/or your firm are interested, please review this document thoroughly and prepare a proposal accordingly. If a prospective vendor cannot meet certain aspect of the services required, please state in your proposal to Southwest Ohio Developmental Center. Should you have any questions, call me at (513) 735-8245. The deadline for submission of your proposal is ___09/14/2015_____ at ___11:00am_____.

Thank you for your interest in providing services to persons with developmental disabilities who reside at Southwest Ohio Developmental Center.

Sincerely,

Lisa Wirick
Fiscal Officer 1
Enclosures

REQUEST FOR SEALED PROPOSAL

DIETICIAN SERVICES

FOR THE PERIOD

10/01/2015 THROUGH 06/30/2017

OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES

SOUTHWEST OHIO DEVELOPMENTAL CENTER
4399 East Bauman Lane
Batavia, OH 45103
(513) 732-9200
FAX (513) 735-8236
TDD (513) 732-9222

Contracts subject to appropriation availability and approval of ODODD and, if applicable, the Controlling Board, State of Ohio.

1.0 INTRODUCTION

1.1 Southwest Ohio Developmental Center (The Center) management intends to select an offer through this Request for Proposal (RFP) process to provide dietician services to residents of the Center.

1.2 Southwest Ohio Developmental Center is a Medicaid-certified Intermediate Care Facility for the Developmentally Disabled (ICF/DD) operated by the Ohio Department of Developmental Disabilities (ODODD), serving approximately 100 persons with developmental disabilities.

2.0 SERVICES REQUIRED

2.1 The services consist of all items listed herein for Southwest Ohio Developmental Center, including all required labor and transportation, materials and equipment and items not specifically noted or shown as required for complete service, subject to any exclusions listed below. It is the intent of this document that vendors provide a single proposal covering all categories of work for this service.

2.2 Services required under this RFP are to:

- Provide explanations for food and nutrition issues
- Establish proper meal plans for the patient in accordance with their preference, health, and financial capabilities
- Evaluate the health and diet needs of patients
- Calculate patient nutritional requirements
- Analyze nutritional content of food
- Educate other healthcare professionals about food and nutrition
- Attend IPP meetings as necessary
- Make notes and review resident charts

2.3 The offeror shall provide a maximum of (10) hours of clinical service time at the Center each calendar week.

2.3.1 The offeror shall provide services at the Center on a routine and predictable schedule that is communicated to the Program Director at least two (2) weeks prior to the beginning of each calendar month.

2.3.2 If the offeror is unable to provide all of the services outlined in section 2.3 the center will entertain alternate proposals for services. These alternate proposals will be reviewed in accordance with sections 3.0-3.7.

3 .0 SPECIAL CONSIDERATIONS

3.1 Documentation shall be provided to verify:

3.1.1 Current dietician registration in good standing in Ohio

3.1.2 A minimum of two (2) years working experience as a Dietician treating persons with developmental disabilities.

3.2 The person(s) providing services under this RFP shall successfully complete a criminal background check prior to performing any services at the Center.

3.3 All services provided under this RFP shall meet the appropriate standard of the Federal Medicaid program for Intermediate Care Facilities for the Developmentally Disabled (ICF/DD).

3.4 The provisions of the Ohio Department of Developmental Disabilities Personal Service Contract will become part of the final agreement between the successful offeror and the Center.

3.5 The evaluation process resulting in the final award of this contract rests with the Center and the Ohio Department of Developmental Disabilities.

3.6 The Center and the Ohio Department of Developmental Disabilities reserve the right to determine that the award of a contract would not be in the best interest of the Center, the Ohio Department of Developmental Disabilities or the State of Ohio.

3.7 The Center and the Ohio Department of Developmental Disabilities reserve the right to accept or reject any and all offers, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the offer being non-responsive, provided this does not affect the amount of the offer or result in a competitive advantage to the offeror.

4.0 PROPOSALS

4.1 All proposals shall be submitted in accordance with information provided in this document and may consist, as well, of an interview on site, if requested.

4.2 All proposals shall be in writing and signed by the person providing services or, in the case of companies, by an authorized representative on company letterhead.

4.3 All proposals shall be submitted on the basis of an hourly rate for each hour of service, or on a monthly rate for services to be provided during the contract period.

4.4 All proposals shall be guaranteed for 60 days

4.5 SEALED PROPOSALS WILL BE RECEIVED BY:
Southwest Ohio Developmental Center
Attn: Business Office
4399 East Bauman Lane
Batavia, Ohio 45103

4.6 Deadline for Proposal: _____9/14/2015_____.

Proposals will be received at the above address until deadline and opened immediately thereafter. Proposals not received at SODC by the deadline will be returned to the sender unopened.

5.0 CONTRACTOR INFORMATION

5.1 A Contractors' Conference will be conducted at ___1:00pm__ on ____9/11/2015_____, at SODC. Potential contractors can attend the conference at the Administration Building Resource Room at 4399 East Bauman Lane, Batavia, Ohio 45103. For directions to the site, call Lisa Wirick at 513-735-8245 or e-mail her at lisa.wirick@dodd.ohio.gov. Personnel from SODC will be available during the conference to respond

to requests for interpretation/clarification submitted to the SODC and ODODD prior to the conference and to questions presented at the conference.

Responses to questions provided at the conference will be tentative until they have been confirmed in writing by the SODC and ODODD. The written confirmation will be sent to all potential contractors who originally received the RFP, as well as any additional potential contractors who either attend the conference or submit written questions.

The potential contractor is strongly encouraged to attend the Contractors' Conference. Failure of the contractor to attend the conference, resulting in the contractor not being fully acquainted with the requirements of the RFP, will not be considered as a basis for additional compensation or reduced performance standards.

5.2 If the contractor finds any perceived conflict, error, omission, or discrepancy in the contract document as they pertain to this RFP, the contractor shall submit, before the Contractors' Conference, a written request for an interpretation or clarification to the individuals named immediately below, or presents the written request at the Contractors' Conference.

Lisa Wirick
Fiscal Officer
Southwest Ohio Developmental Center
4399 E.Bauman Lane
Batavia, Ohio 45103
Fax 513-735-8236
Lisa.Wirick@dodd.ohio.gov

SODC will send a written response to all such requests to all potential contractors after the Contractors' Conference. Requests for interpretation or clarification must be received by___9/10/2015_____.

6.0 SUBMISSIONS REQUIRED

6.1 The name, *vitae*, Ohio-license number, of the person to provide Dietician services under the provisions of this RFP.

6.2 List of previous services performed to include facility name, complete address, telephone number, contact person and dates service was performed.

6.3 Any accommodation or special needs of any person providing services under the provisions of this RFP.

6.4 Fee schedule for compensation for all deliverables as described in this Request for Proposal.

6.5 Copy of Certificate of Liability Insurance ($1,000,000 Minimum Coverage).

7.0 SCHEDULE

7.1 The term of the contract will extend from _10/1/2015____ to __6/30/2017_____.

7.2 Payments for these services will be made once per calendar month with the submittal of an invoice.

8.0 The following terms will be part of this agreement:

Term and Termination

This contract shall be and remain in force until 6/30/2017. All financial obligations of the Center under this contract are subject to the appropriation of sufficient funds by the Ohio General Assembly. If at any time sufficient funds are not appropriated to continue funding the payments due under this contract, this contract will terminate on the date the available appropriation expires without any further obligation by the Center.

This contract may be terminated without cause by either party, at any time, for any reason, by giving thirty (30) calendar days' advance notice, in writing to the other party. Notwithstanding this provision, any failure on the part of the vendor to perform (his/its) obligation under this contract shall be cause for immediate termination.

Miscellaneous Provisions

A. Pursuant to Ohio Revised Code Section 125.111. the vendor agrees that The vendor, any subcontractor of the vendor, and any person acting on behalf of the vendor or any subcontractors of the vendor, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry against individuals qualified and available to perform the work under this contract. The vendor further agrees that the vendor, any person acting on behalf of the vendor or any sub-contractors of the vendor shall not, in any

manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this agreement on account of race, creed, religion, sex, age, handicap, national origin, or ancestry.

B. The vendor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The vendor shall make a good faith effort to ensure that all the vendor's employees, while working on state property,

will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

C. The vendor certifies that the vendor is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.

D. The vendor certifies that the vendor is currently in compliance and will continue to comply with Ohio Election law, Division (I) and (J) of Section 3517.13 of the Ohio Revised Code. By submitting a signed proposal for this service, the vendor affirms that, as applicable to the vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two previous calendar years, on or more contributions totaling in excess of $1,000.00 to the governor or to his campaign committees.

E. The obligations of the State of Ohio under this contract are subject to the determination by the Director of the Ohio Department of Developmental Disabilities that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Department of Developmental Disabilities for the purpose of this contract and to the certification of the availability of such funds by the Ohio Director of Budget and Management as required by Section 126.07 of the OhioRevised Code.

F. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any action or proceeding arising out of or related to this contract shall be brought only in a state or federal court of competent jurisdiction located in Franklin County, Ohio. The parties hereby consent to in personum jurisdiction of said courts.

G. The vendor understands and agrees, in entering into this contract, that vendor serves as an independent contractor of the Center, and not as an employee of the Center. The parties intend no employer/employee relationship. The vendor agrees that the Center shall withhold no taxes from payments, and the

vendor shall assume sole and entire responsibility for payment of vendor taxes. The vendor further agrees to provide vendor own workers' compensation coverage.

H. The vendor certifies that neither it nor any of its employees have been found guilty to, any offense set forth in Section 5123.081 (E)(1),(2) or(3) of the Ohio Revised Code.

I. The vendor shall indemnify and hold harmless the Center and the Department of Developmental Disabilities from any and all liabilities, claims and actions arising from the performance of the vendor pursuant to this contract.

J. The vendor shall perform its obligations under this contract in a manner that enables the center and the Department of Developmental Disabilities to comply with its obligations under Subtitle A of Title II of the 1990, 42 U.S.C. Sections 12131 through 12134.

K. The Center may terminate this contract if it determines that the vendor has violated the above paragraph. The vendor shall assume all liability for and indemnify and hold harmless the Center and the Department of Developmental Disabilities, its employees, and agents from and against any and all liability, loss, claims, damage, expense, or cause of action of any character whatsoever proximately caused by the vendor, its employees or agents in connection with the vendor's violation of the above paragraph. The vendor's indemnification shall extend to all related expenses including, but not limited to, attorney's fees, investigator's fees, and litigation expenses.

L. The terms and conditions set forth in this contract constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior agreements and representations whether written or oral. This contract may not be modified except in writing signed by authorized representatives of all parties.

M. The vendor cannot assign any portion of this contract without the written permission of the Ohio Department of Developmental Disabilities.

N. The Provisions of Ohio Department of Developmental Disabilities Personal Service Contract (attached) will become part of the final Agreement between the successful offeror and the Center.

O. The vendor understands and agrees to comply with the HIPAA compliance provisions enumerated in Attachment A. of this Request for Proposal.

P. The vendor and any subcontractors or agents of the vendor will not use or

disclose any information made available to them for any purpose other than to fulfill the contractural duties specified in the RFP. The vendor and any subcontractors and agents agree to be bound by the same standards of confidentiality that apply to the employees of the Ohio Department of Developmental Disabilities and the State of Ohio. The vendor and any subcontractors and agents understand that any violation of confidentiality will result in the immediate termination of the contract and may result in legal action.

Q. Section 9.24 prohibits the award of any contract for goods, services or construction, paid for in whole or part with State funds, to a person against whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery has been issued by the Auditor of State, if the finding of recovery is unresolved. Paragraph (E) requires that a state agency or political subdivision plans to award the contract does not appear in the database to be maintained by the Auditor of State.

R. Any modifications, variations or addendums to DUTIES or SERVICES Section of this contract shall result in the immediate disqualification of the bid.

S. The selected provider of services affirms it shall not allow others to perform Work or take data outside the United States without express written authorization from the agency representative.

T. The selected provider of services affirms that all personnel provided for the Project or service who are not United States citizens, will execute a valid I-9 form and present valid employment authorization documents.

U. As part of the proposal/bid quote, the offeror must disclose the following:
   (1) The locations where all services will be performed;
   (2) The locations where any state data applicable to the contract will be maintained or made available and
   (3) The principal location of business for the contractor and all subcontractors.

V. Contractor must demonstrate that they do not have active tuberculosis as outlined in 5123:2-3-07 (B)(6)(a) & (B)(6)(b) O.R.C.

W. The vendor certifies that it or its employees are not listed on the ODODD abuser registry, 5123:2-3-06. When conducting a background investigation, the licensee shall contact the department of inquire whether the person is included in the registry established pursuant to section 5123.52.