

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.

BID NUMBER <u>OT909109</u>		OPENING DATE (1:00 p.m.) <u>MAY 18, 2009</u>			BIDDER NAME	
					STREET ADDRESS <input type="checkbox"/> 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. GDC146	BID NOTICE DATE 05/01/09	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 circle "Net 30 Days". _____%, _____ Days, Net 30 Days

PARTICIPATING AGENCY(IES): ALL STATE AGENCIES

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

FORENSIC ACCOUNTING AND INVESTIGATIVE SERVICES

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 06/01/09 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 05/30/10 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: [Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#). All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

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

REQUIRED CERTIFICATION FOR BIDDING

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

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

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

United States: _____ (State) Canada Mexico (Go to B-1)

Other: (Specify Country) _____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

Yes (Go to Section B-1) No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item) _____ (Country of Origin)

_____ (Item) _____ (Country of Origin)

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

B. OHIO PREFERENCE (BUY OHIO):



1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

Yes (Go to C) No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio.

Yes (Answer a, b, c, d below) No (Go to B-3)

a) Bidder has paid the required taxes due the state of Ohio

Yes No

b) Bidder is registered with the Ohio Secretary of State

Yes (Charter/Registration No.: _____) No

Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:

<http://www.sos.state.oh.us/>

c) Bidder has ten or more employees based in Ohio or border state.

Yes No (Go to B-2d)

d) Bidder has seventy-five percent or more employees based in Ohio or border state.

Yes No (Go to B-3)

3. Border state bidder:

Yes (Specify which state then go to B-2c): KY MI NY PA IN No (Go to B-4)

4. Border state bidder: mined products mined in respective border state Yes No Not Applicable

C. E.D.G.E. DESIGNATION

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

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:

<http://das.ohio.gov/Eod/Edge/Index.htm>

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

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

1. register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
2. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf;
3. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.publicsafety.ohio.gov/links/HLS_0038_Contracts.pdf and submit this with your bid response.

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

SPECIAL CONTRACT TERMS AND CONDITIONS

Where applicable, the following Terms and Conditions supersede any Standard Terms and Conditions shown in this bid.

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

CONTRACT RENEWAL: The expected term of this Contract is for a period of twenty four (24) months. However, this Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

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

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

SUB-CONTRACTING: The services covered under this Contract are to be performed by the awarded Contractor only. Sub-Contracting is not permitted.

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by agency. Failure to bid all items will result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will use the following calculations to determine low lot total cost by: This Bid will be evaluated by multiplying the Hourly Rate for Bidder by the Estimated Number of Hours; multiply the Hourly Rate for Support Staff by the Estimated Number of Hours times the number of Support Staff and then add the two totals together to arrive at a total for Category 1.

The Daily Per Diem for Meals will be multiplied by the Estimated Days of Travel and the Capped Daily Rate for Lodging, including taxes and fees will be multiplied by the Estimated Days of Travel. These two totals will be added together to arrive at a total for Category 2.

The sum of Category 1 and Category 2 will determine the low bid for the purposes of this evaluation.

The Bidder shall determine the number of support staff their company needs to complete the tasks assigned in this Contract. The # of staff could be from 0 and above.

SPECIAL CONTRACT TERMS AND CONDITIONS

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Bidder may submit a request to increase their price(s) to be effective fifteen (15) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Bidder from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Bidder receives orders requiring quarterly service, the increase will apply to all services made after the effective date of the price increase.

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

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

INSURANCE DOCUMENTS: Upon request, the Bidder must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for termination of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

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

RENEWAL DOCUMENTS: The Bidder is responsible for annually providing a copy of any certifications, insurance documents, licenses, DMA certifications, or any other document applicable to their business at the time of each renewal. These documents shall be available upon request, and must be submitted prior to any renewals of this Contract.

E.D.G.E CERTIFICATION: The Office of Procurement Services has identified those Bidders who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Bidder's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Bidder.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to provide services or deliver equipment as specified herein, the Agency will contact the Bidder to determine when the services and/or equipment will be provided. If the Bidder cannot fulfill the requirements within a timeline acceptable to the Agency, the Agency may procure like-kind supplies/services from another resource and invoice the contract provider for the full amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Bidder invoices prior to payment by the Agency.

In the event that an awarded Contractor fails to provide accurate invoicing, or corrected invoicing within a reasonable amount of time determined by the Office of Procurement Services, the Bidder may be in default of this Contract and may be subject to termination.

SPECIAL CONTRACT TERMS AND CONDITIONS

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

REFERENCES: Bidder must provide with their Bid at least four (4) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company.

Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

AFFIRMATIVE ACTION PLAN: All Bidders from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://www.das.ohio.gov/Eod/AAPV.htm>.

GENERAL SPECIFICATIONS AND REQUIREMENTS

I. **BACKGROUND:** The state of Ohio is seeking expertise in forensic accounting and investigative services. The services will include the examination, analysis, and explanation of financial records of individuals and businesses and form opinions about the information based on the evidence. The awarded Contractor will be ultimately responsible for the accuracy and completeness of their work product, methodology and evidence presentation as well as any expert opinions expressed.

Additionally, the Bidder will have knowledge of reconstructing evidence involving financial transactions and knowledge of the rules of criminal procedure in obtaining, perfecting, and preserving such evidence to ensure admissibility in court proceedings; civil and criminal.

The Bidder will have knowledge and ability to apply evidentiary rules and admissibility to all generated work product. The Bidder must possess a sufficient skill set to identify and detail probable cause in financial transactions that used in an affidavit for search warrants or subpoenas.

The Bidder will possess proficiency in proving illicit income/gain with the use of indirect methods such as cash expenditures, source, and application of funds, bank deposits, and net worth.

The Bidder must have a thorough understanding of Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), business information and financial reporting systems, financial statement analysis, accounting and auditing standards and procedures, evidence gathering and investigative techniques, and litigation processes and procedures, and case management.

II. **SCOPE OF WORK:** The Bidder shall provide the professional services necessary to perform the following services:

A. Assist counsel in investigating or responding to allegations of fraud or white collar crimes or civil disputes, including but not limited to:

1. Accounting Malfeasance
2. Breach of Contract
3. Breach of Duty
4. Conspiracy
5. Conversion, Unjust Enrichment
6. Embezzlement
7. Fraud, Theft, Employee Dishonesty
8. Money Laundering
9. Wire Fraud

B. When requested, the Bidder will provide investigative services on new or existing cases regarding:

1. Calculating and quantifying losses and economic damages
2. Determine cause of loss, i.e., tort or breach of contract
3. Conduct business valuation
4. Audit financial information and records
5. Identify internal or external operatives
6. Asset searches and uncover hidden assets
7. Record & data reconstruction
8. Corporate governance (The Sarbanes-Oxley Act/Public Company Accounting Reform and Investor Protection Act of 2002)

C. Investigation & Pre-Trial Assistance

1. Gather facts, interview witness, and obtain relevant data
2. Consolidating all financial and economic data into concise evidence
3. Evaluating strengths and weaknesses of data
4. Identifying merits of the cases
5. Create a strategy for winning litigation
6. Prepare preliminary, case status, and final report
7. Recommend controls and procedures to reduce and eliminate risk of economic loss

GENERAL SPECIFICATIONS AND REQUIREMENTS

D. Trial Preparation & Expert Witness Testimony

1. Prepare questions for deposition or sworn statement under oath
2. Professionally prepare exhibits for use at trial, mediation, or any type of dispute resolution, including settlement negotiations
3. Analyzing depositions, interrogations and related data
4. Prepare for cross-examination and rebuttal of other party's evidence
5. Provide and deliver clear expert witness testimony
6. Evaluating the credibility and accuracy of opposing expert testimony reports, data, and trial related documents
7. Anticipate and rebut opposing arguments
8. Prepare a trial workbook documenting case and exhibits
9. When requested, attend trials
10. Defend positions and reports created by the Bidder
11. Clearly communicate case position

III. DEFINITIONS:

- A. GAAP-Generally Accepted Accounting Principles
- B. GASB-Governmental Accounting Standards Board
- C. Business Information-primarily as it relates to news, market research, credit and financial information, company and executive profiles, industry, country and economic analysis, and IT research
- D. Financial Reporting-formal records of a business' financial activities. An overview of a business' financial condition in both short and long term.
- E. Evidence- includes everything that is used to determine or demonstrate the truth of an assertion. This includes both circumstantial and direct.
- F. Economic Damages- A type of monetary damages that may be recoverable in a lawsuit.
- G. Tort- The name given to a body of law that addresses, and provides remedies for, civil wrongs not arising out of contractual obligations. A person who suffers legal damages may be able to use tort law to receive compensation from someone who is legally responsible, or "liable," for those injuries. Generally speaking, tort law defines what constitutes a legal injury and establishes the circumstances under which one person may be held liable for another's injury. Torts cover intentional acts and accidents. (Wikipedia)
- H. Breach of Contract- a legal concept in which a binding agreement or bargained-for exchange is not honored by one or more of the parties to the contract by non-performance or interference with the other party's performance. (Wikipedia)
- I. Business Valuation-a process and a set of procedures used to estimate the economic value of an owner's interest in a business.
- J. OPS-Office of Procurement Services

IV. BIDDER QUALIFICATIONS: The Bidder shall demonstrate at least ten (10) years of experience in forensic accounting with at least three (3) of the following credentials:

- A. Accredited in Business Valuations (ABV)
- B. Certified Forensic Financial Analyst (CFFA)
- C. Certified Fraud Examiner (CFE)

GENERAL SPECIFICATIONS AND REQUIREMENTS

- D. Certified Internal Auditor (CIA[®])
- E. Certified Public Accountant (CPA)
- F. Certified Valuation Analyst (CVA)
- G. Fraud Claim Law Associate (FCLA)

V. TRAVEL: All travel will be paid at the contracted rates only. Any expenses outside of those listed within this document will not be paid. All travel reimbursement requests must be accompanied by receipts including company name issuing expense, date of transaction, and breakdown of costs. Any requests submitted without receipts shall not be reimbursed.

Any expenses such as supplies, printing, binders, postage, telephone toll charges, or other charges incurred in the normal course of business shall be at the Bidder's expense and should not be included in the invoice to the State.

- A. Lodging - The allowable cost of the lodging shall not exceed the cost provided at the time of Bid. The amount reimbursed will be the actual amount paid, not to exceed the cap set forth on the Price Schedule. Lodging will not be paid within a fifty mile radius of Bidder's place of employment or residence.
- B. Meals - The allowable cost of meals and/or food shall not exceed the cost provided at the time of Bid. There shall be no reimbursement for any alcoholic beverages. Tips in excess of 20% will not be allowed.
- C. Transportation
 - 1. Air- Allowable expenses for air travel shall be for coach only with at least fourteen days advance notice. In emergency events only, and with pre-approval by OPS, shall the advance notice requirement be waived.
 - 2. Personal Vehicle- mileage shall be reimbursed at the rates published by the state of Ohio.
 - 3. Commercial Ground Transportation – shall not exceed any published rates and should be the lowest, economical means possible.
- D. Travel shall only be reimbursed for expenses related to Contractual business and not for seminars, workshops, or conferences. All expenses submitted must reference the name of the investigation.

VI. BIDDER REQUIREMENTS:

- A. Bidder agrees to abide by all Standard, Supplemental, and Special Terms and Conditions of this Contract, along with the General Specifications and Requirements. In addition, the Bidder acknowledges the Confidentiality clause located in the Standard Terms and Conditions, Section V-E, along with the Ohio Ethics found in Supplemental Terms and Conditions, Section S-20.
- B. Bidder agrees to respond to any requests within twenty-four hours and provide these services in a timely manner and be responsive and cognizant of the nature of these requests. Any delays in the process could be a risk to any investigation and therefore should be kept to a minimum. At anytime should the State believe the time to complete any tasks becomes excessive and the Bidder is unwilling to remedy the situation, the State reserves the right to seek a waiver from OPS to cancel services on current investigation(s). Failure to remedy situations beyond the first occurrence may be cause for termination.

VII. INVOICING:

- A. The Bidder shall prepare a monthly invoice with appropriate documentation for amounts due to the Bidder.
- B. The Bidder shall send the original invoice to the using agency and copy to the Office of Procurement Services.

GENERAL SPECIFICATIONS AND REQUIREMENTS

The address for sending a copy to OPS is:

Office of Procurement Services
Attn: Gayle Blankenship
4200 Surface Road
Columbus, OH 43228

OPS reserves the right to reject any invoice for payment due to erroneous charges or inconsistencies with pricing to the Contract.

- C. The using agency shall review and forward for payment the Bidder's invoice as required by law and accepted practices of the state of Ohio.
- D. All notices concerning requests for any amendment, change and/or exercising any clause of said contract shall be forwarded to the Office of Procurement Services for review and approval.
- E. The proposed Contract shall contain all the agreements and conditions made by the parties and may not be modified orally or in any manner other than by official Contract amendment issued by the Office of Procurement Services.

VIII. OWNERSHIP OF WORK PRODUCTS AND PRESS RELEASES:

All work products including digital forms produced or created by the Bidder as a result of or related to the performance of work or services under this Contract will be the property of the State.

Any news releases or comments to the media pertaining to this Contract or the related services will not be made without prior approval of the Office of Procurement Services.

PRICE SCHEDULE

The awarded Contractor shall invoice the State for the hourly rate(s) and Travel Expenses listed below. The State will not acknowledge any deviation from this cost, with the exception of transportation expenses as defined in Section V of this Contract.

Category 1-Hourly Rates

OAKS Item ID # 15979

Estimated Number of Hours	Hourly Rate for Bidder	Hourly Rate for Support Staff	# of Support Staff
1000	\$	\$	

Category 2-Travel/Expenses

OAKS Item ID # 15980

Estimated Days of Travel	Daily Per Diem for Meals	Capped Daily Rate for Lodging, including taxes and fees
42	\$	\$

This Bid will be evaluated by multiplying the Hourly Rate for Bidder by the Estimated Number of Hours; multiply the Hourly Rate for Support Staff by the Estimated Number of Hours times the number of Support Staff and then add the two totals together to arrive at a total for Category 1.

The Daily Per Diem for Meals will be multiplied by the Estimated Days of Travel and the Capped Daily Rate for Lodging, including taxes and fees will be multiplied by the Estimated Days of Travel. These two totals will be added together to arrive at a total for Category 2.

The sum of Category 1 and Category 2 will determine the low bid for the purposes of this evaluation.

The Price Allocation listed below is an additional portion of this Bid and must be completed. Failure to complete this section will be cause for future price increases that are typically allowed within this Contract to be denied.

The Bidder shall determine the number of support staff their company needs to complete the tasks assigned in this Contract. The # of staff could be from 0 and above.

PRICE ALLOCATION:

Bidder shall provide a breakdown of their hourly rate for Bidder and Staff. Failure to complete this section will be cause for future price increases allowed within this Contract to be denied.

Total of all five categories must equal 100%.

Out of the Cost Per Hour please define the percentage of that cost attributed to:

Labor: _____ %

Equipment/Materials: _____ %

Unemployment: _____ %

Health Insurance: _____ %

Workers Comp _____ %

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference Supplemental Contract Terms and Conditions page 10: #S-13.

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

BID AUTOMOBILE LIABILITY CHECKLIST:

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

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

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

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

BIDDER DISCLOSURE CERTIFICATION

Disclosure of Service Providers: (See Standard Contract Terms And Conditions, Section V, Item G):
Bidders seeking to enter into a service contract shall disclose the following:

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

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

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

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

BIDDER DISCLOSURE STATEMENTS

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

Within the past five (5) years:

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

**STATE OF OHIO – OFFICE OF BUDGET AND MANAGEMENT
BIDDER FORMS REQUIREMENTS**

FEDERAL TAXPAYER IDENTIFICATION FORM W-9

Notice to Bidders

All Bidders should download the attached Federal Taxpayer Identification W-9 Form and submit it as part of their Bid Response. The W-9 form must be completed and must display an original signature. Copied or stamped signatures are not acceptable.

To download the W-9 form from your internet explorer:

- type: <http://obm.ohio.gov/MiscPages/Forms/default.aspx>
- scroll down to the bottom to Vendor Forms
- from the list of pdf files, select IRS Form W-9
- download, complete the form, submit with the Bid Response

This requirement applies to all Bidders: Bidders who have not previously done business with the State as the awardee of an Office of Procurement Services competitively Bid Invitation to Bid, Request for Proposal, or State Term Schedule, and also to currently awarded Contractors as well. The Office of Budget and Management (OBM) requires that all Bidder W-9 forms be periodically updated by submission of a new form.

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

BIDDER ACCOUNT INFORMATION FORMS

Notice to Bidders

All Bidders should navigate to the Office of Budget Management (OBM) website at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>. Scroll down to VENDOR FORMS. Located at this site are several downloadable forms and letters of instruction necessary to either establish or revise Bidder information for input into the new OBM OAKS financial system. Note that if Direct Deposit of State Warrants is desired, this form (OBM-1234 – rev 01/2007) must contain an original signature and must then be mailed directly to the OBM Vendor Compliance Unit.

**AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY
MANDATORY PLAN REGISTRATION**

Notice to Bidders

Equal Employment Opportunity: The Bidder 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 submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAPV.htm>. Failure to complete these required forms may deem your Bid not responsive.

**DECLARATION OF MATERIAL ASSISTANCE/NON-ASSISTANCE
MANDATORY REGISTRATION-SEE PAGE 2 OF THIS DOCUMENT**

Notice to Bidders

All Bidders are required to submit an original signed DMA Form with their Bid. This form can be obtained at <http://procure.ohio.gov/proc/viewForms.asp>. Failure to complete these required forms may deem your Bid not responsive.

BID SUBMISSION CHECK LIST

<u>SUBMITTED</u> (check if submitted)	<u>SUBMITTAL DESCRIPTION</u>	<u>PAGE REFERENCE</u>
* Mandatory submittals to accompany the Bid response		
_____	Bid cover page, signed in blue ink	Page 1
_____	Buy Ohio & Domestic Preferences	Page 2
_____	References-minimum of 4 references for jobs of similar scope	Page 5
_____	Price Schedule-including Category 1, 2 and Price Allocation	Page 10
_____	Copy of signed W-9 with the correct billing address. Should match page 1 of the bid-click link below http://www.irs.gov/pub/irs-pdf/fw9.pdf	
_____	DMA certificate-click link on page 2 or 14 to download form	Page 2, 14
_____	Affirmative Action Registration	Page 15
** Submittals required during the evaluation process		
_____	Automobile Liability Checklist	Page 11
_____	Bidder Disclosure Certification	Page 12
_____	Bidder Disclosure Statements	Page 13
_____	Certificate of Workers' Compensation requirements *** (Article S-12)	Page 14
_____	Certificate of Employer's Liability (Stop Gap) *** \$1,000,000.00 coverage (article s-12) must include necessary endorsements***	Page 14
_____	Certificate of General Liability Insurance *** (Article S-13) must include necessary endorsements ***	Page 14

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

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

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

*** Refer to the Supplemental Terms and Conditions Rev. 10-01-07. Submit an Acord Certificate or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts. This certificate must also:

- (1) designate the State of Ohio as an additional insured, and
- (2) be endorsed to include a blanket waiver of subrogation, and
- (3) state that the Bidder's commercial general liability coverage is primary over any other coverage.

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

