

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: ALL STATE AGENCIES  
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES  
SUBJECT: TERM CONTRACT - Forensic Accounting and Investigative Services

Attached are pages 5 and 12 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to revise the language regarding Limitation of Liability effective 07/01/09.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB  
gayle.blankenship@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

KPMG LLP  
191 West Nationwide Blvd. Ste. 500  
Columbus, OH 43215-2568  
mhumphrey@kpmg.com  
Us-bkrdasc-ar@kpmg.com

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>.

\*LIMITATION OF LIABILITY: As defined by Section IV D-2 of the Standard Terms and Conditions of this document, the Limitation of Liability requirements are revised. This language shall supersede any reference to Limitation of Liability within this document.

The revised language for Section IV D of the Standard Terms and Conditions shall read:

Limitation of Liability. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this agreement, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor up to two (2) times the value of the transaction or two million dollars (\$2,000,000) whichever is greater.

For purposes of this paragraph, the parties agree that the term "transaction" means a purchase and/or services order issued by any state agency associated with this Contract.

\*Revised by amendment effective 07/01/09.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	07/01/09	Revised language for Limitations of Liability effective 07/01/09.