

# 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.		BIDDER NAME	
BID NUMBER <u>OT905713</u>	OPENING DATE (1:00 p.m.) <u>May 24, 2013</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. SRC006	BID NOTICE DATE May 8, 2013	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)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> 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): OHIO STATE RACING COMMISSION (OSRC), RESTRICTED TO LEBANON RACEWAY AND SCIOTO DOWNS RACE TRACKS			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p><b>OFFICIAL STATE JUDGES AND STEWARDS TO ADMINISTER THE LAWS AND RULES OF 3769 OF ORC AND OSRC ADMINISTRATIVE RULES FOR LEBANON RACEWAY (LEBANON, OH) AND SCIOTO DOWNS (COLUMBUS, OH) RACES.</b></p> <p><u>TERM OF CONTRACT:</u> 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 <u>May 30, 2013</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>May 31, 2014</u> 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.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a>. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>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.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.procure.ohio.gov/">www.procure.ohio.gov/</a> All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE	

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"]

- 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)
- 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)
- 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)

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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):

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes (Go to C)     No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.  
 Yes (Answer a, b, c, d below)     No (Go to B-3)
  - Bidder has paid the required taxes due the state of Ohio     Yes     No
  - 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/>
  - Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
  - Bidder has seventy-five percent or more employees based in Ohio or border state.  
 Yes     No (Go to B-3)
- Border state bidder:  
 Yes (Specify which state then go to B-2c):     KY     MI     NY     PA     IN     No (Go to B-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://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

SPECIAL CONTRACT TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs 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.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

ACCREDITATION AND EXPERIENCE: The bidder shall submit as a part of their bid a copy to prove their Official status to perform the duties as Judge and/or Steward for the state of Ohio. The bidder must provide evidence of accreditation at the Racing Officials Accreditation Program (ROAP) through either the University of Louisville or the University of Arizona, as required by Association of Racing Commissioners International (ARCI). The Bidder must document it has been a judge/steward over the past three (3) calendar years and presided over at least 1,000 races in each of those years OR the bidder must have been a judge/steward over the past five (5) years and presided over an average of 850 races in each of those years to submit a bid. If not provided with the bid submittal, the bidder will be required to provide the documents within seven (7) days from notification by the Office of Procurement Services. Failure to provide the copies within seven (7) days will result in the bidder being deemed as not-responsive.

INSURANCE: The Contractor shall provide the following insurance coverage at its own expense throughout the term of this contract:

1. General Liability Insurance: Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:  
\$2,000,000 General Aggregate  
\$1,000,000 Per Occurrence Limit

The Policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

2. Vehicle Liability Insurance: Vehicle liability insurance with a combined single limit of \$1,000,000.
3. Certificates for Workers' Compensation (if applicable) and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

REFERENCES REQUIRED: The State may conduct reference checks to verify and validate the bidder's or proposed candidate's past performance. References indicating poor or failed experience by the Bidder or proposed candidate may be cause for rejection of the bid. In addition, failure to provide requested reference contact information may result in the State not including , the reference experience in the bid.

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

**NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS**

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

**DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):**

Bidders seeking to enter into a service contract shall disclose the following:

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

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

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c) Location where services will be performed (Name/City/State/Country)

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

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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 subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, 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.

**I. SPECIFICATIONS:**

The ORC (3769) gives the Ohio State Racing Commission statutory authority to procure by contract for: the Presiding Judge/State Steward (hereinafter "State Official") for the purpose of administering ORC and OSRC laws and regulations and in connection with such laws and regulations shall be paid from the operating fund of the Ohio State Racing Commission in such a manner and in such proportions as the Commission provides.

State Officials have responsibilities on live race days at tracks as well as non-live race days. The Commission shall compensate the State Official for services rendered at each respective racetrack upon approval of invoices by the Commission or its representative.

Veterinarians and an office testing laboratory for equine and human testing are contracted for under separate contracts. This ITB was developed to identify and provide Official(s) for Ohio's racetracks; in this case, for Lebanon Raceway (Lebanon, OH) and Scioto Downs (Columbus, OH) race tracks. Generally, State Officials are referred to as "judges" at the harness tracks, and "stewards" at the thoroughbred tracks. The Bidders will be responsible for complying with all of the provisions of the ITB and applicable provisions of the Ohio Revised Code as well as the rules of the OSRC, particularly 3769-1 through 3769-09. The OSRC requires State Officials to provide documented performance and service to the OSRC and the racing industry in the state of Ohio.

- A. Report specifications. An OSRC Judges/Stewards Daily Report Form must be submitted for each live race day in a timely manner as determined by the OSRC.
- B. Presiding Judge Specification. Perform the duties, services, and/or responsibilities as Presiding Judge as may be required by Chapter 3769. of the Ohio Revised Code and the Rules of Racing. This includes but is not limited to:
  1. Monitor and oversee all racing activities and pari-mutuel wagering at commercial thoroughbred track to ensure proper interpretation, enforcement of state rules and regulations governing horse racing, recommends revisions to state racing rules, formulate and implements track policies unique to individual tracks, presides over drawing of post positions, race entries, licensing, approves or suspends licenses in accordance with racing rules, inspects track and its facilities (e.g., barns, paddocks, concessions, parking lot) for proper maintenance and conditions, observes horse behavior, orders unfit horses scratched from race, examines equipment used on horses and approves requests to change equipment, take disciplinary action (i.e., assesses suspensions or fines) against any licensee involved in misconduct considered to be detrimental to sport of horse racing, approves official order of finish, time of race, provides work direction and oversight of all track employees.
  2. Investigates protests, complaints and breaches of state racing rules and track regulations, conducts hearings and issues rulings, imposes fines and other penalties against offenders and testifies at hearings before the Racing Commission and the Attorney General's Office.
  3. Prepares, reviews, authorizes and submits daily reports to Racing Commission officials regarding track operations (e.g., fines and suspensions with names and detailed reason for penalties; names of individuals barred from grounds; horses claimed with claiming price and names of owners).
  4. The successful Offeror shall testify at any hearings deemed necessary by the Commission

**II. CONTRACTOR'S RESPONSIBILITIES**

In summary, State Official's responsibilities shall include, but may not be limited to the following:

- A. The successful Contractor shall work at Lebanon Raceway in Lebanon, Ohio during its 52 live race dates, as well as any other dates that the Commission deems appropriate;
- B. The successful Contractor shall work at Scioto Downs in Columbus, Ohio during its 75 live race dates; as well as any other dates that the Commission deems appropriate; Up to a maximum of 170 work days.
- C. Preside during live race days at respective track(s), as well as responsibilities on non-live race days.
- D. Preside at up to two (2) half non-live days (at the OSRC's discretion).
- E. Approve license applications.
- F. Open the declaration box.
- G. Arrive at the racetrack prior to the day's activities and remain through the declaration box closing.
- H. Receive driver changes and scratches for upcoming race cards.
- I. Answer inquiries.
- J. Prepare daily reports which are sent to the OSRC;
- K. Conduct hearings from previous day's violations.
- L. Observe all races and determine the order of finish.

- M. Determine if any driving violations have occurred.
- N. Type ruling from hearings.
- O. Testify at appeal hearings in Columbus, Ohio when a license appeals a State Official's Ruling.
- P. Non-live day responsibilities. The State Official shall:
  - 1. Testify at appeal hearings in Columbus when a licensee appeals a State Official's ruling.
  - 2. Oversee the Entries and Draw or preside over Qualifying Races at the OSRC's discretion.
  - 3. At the OSRC's discretion, State Officials may have work two (2) half days (for draws, qualifiers, etc.) each week for which they will receive a half-day's pay.

III. CONTRACTOR QUALIFICATIONS:

State Officials have responsibilities on live race days at the specified track as well as up to two (2) half non-live days (at the OSRC's discretion).

- A. The bidder must document it has been a judge/steward over the past three (3) calendar years and presided over at least 1,000 races in each of those years. OR
- B. The bidder must have been a judge/steward over the past five (5) years and presided over an average of 850 races in each of those years. AND
- C. The bidder must provide evidence with the bid submission, of attendance at the Racing Officials Accreditation Program (ROAP) through either the University of Louisville or the University of Arizona, as required by the Association of Racing Commissioners International (ARCI).

IV. BILLING/PAYMENT:

The Contractor shall provide the State with a bi-weekly invoice for services provided (live and non-live days worked) by the Contractor, in accordance with the Program Pricing awarded to the Bidder. All invoices will be paid by electronic debit or other method approved by the Bidder in writing.

- A. The State shall process invoices for payment within fifteen (15) days of receiving the invoice.
- B. Contractor shall be compensated at the agreed to "not-to-exceed" cost. The State will not make payment for time charged to vacation, sick leave or any other paid leave of absence, holidays, training or staff development of Bidder's personnel or other non-work related activity.
- C. Contractor's invoices shall be submitted to:

The Ohio State Racing Commission  
 Riffe Center, 18<sup>th</sup> Floor  
 77 South High Street  
 Columbus, OH 43215  
 (614) 466-2757

PRICE SCHEDULE

Bids must include all costs associated with the services provided. Bidders must complete this form by inserting the proposed "Cost/Rate Per Day" in the applicable row(s) for the area(s) in which they propose to provide services.

Track	Estimated Total Live Racing Days Per Year	Cost/Rate Per Live Race Day
Lebanon Raceway	52	\$
Scioto Downs	75	\$
Total – up to a maximum of 170 race days	127	\$

Half day non-live race days worked at either location are to be invoiced at the ½ day rate.

Cost must be reflected in U.S. Dollars.

The "estimated total racing days" are estimates provided for budgeting purposes only and may change.