

INVITATION TO BID

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

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|---|--|--|-----------------------------|
| The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award. | | BIDDER NAME | |
| BID NUMBER <u>OT900611</u> | OPENING DATE (1:00 p.m.) <u>AUGUST 13, 2010</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 | |
| | | COUNTRY | MBE/EDGE CERTIFICATE NUMBER |
| | | TELEPHONE NO. () | TOLL FREE NO. 1 - () |
| | | CONTACT PERSON | FAX NO. () |
| REQ./INDEX NO. DOH021 | BID NOTICE DATE JULY 26, 2010 | 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 | | | |
| <u>PARTICIPATING AGENCY(IES):</u> Ohio Department of Health, Bureau of Nutrition Services, WIC Program | | | |
| <u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u> WIC INVESTIGATIVE SERVICES <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>10/01/10</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/12</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. <u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</u> 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 seven (7) working days prior to the bid opening date. | | | |
| 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)
_____(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):

- 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>

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

The Bidder being awarded this Contract must:

- review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
- complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form 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.

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.

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, Bidders may visit the Office of Procurement Services website to post bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the bid number. The State will make every effort to respond to website inquiries 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.

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 will result in the Bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

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.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Article S-8, S-9 of the 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.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the Bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". The State will apply the following formula to calculate the lot total:

$(\text{Dollar Cost per Buy (Compliance Buys)} \times 360) + (\text{Dollar Cost per Hour (Training/Meetings)} \times 48) + (\text{Dollar Cost per Hour (Witness Briefings and Administrative Reviews)} \times 96) = \text{Lot Total}$

Reference Section VII for a detailed explanation of above mentioned cost elements.

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

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 Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor 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 Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, 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 Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor'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 finished product due to a general decline in the market or some other factor, the Contractor 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 deliveries, any decrease will be applied to deliveries 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 the provisions of Article 6, "Contract Terms and Conditions".

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 10% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 30% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Office of Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Office of Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

SPECIAL CONTRACT TERMS AND CONDITIONS

USAGE REPORTS: Every twelve (12) months, the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract and the dates of service. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Attn: Jan Fitzpatrick, Columbus, OH 43228-1395.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor 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 Accord 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 cancellation 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 State Procurement, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Jan Fitzpatrick.

CONTRACT RENEWAL: The following supersedes Article S-6 of the Supplemental Contract Terms and Conditions.

This Contract may be renewed solely at the discretion of DAS for a period of three months. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that an additional renewal is necessary.

RENEWAL DOCUMENTS: Upon each extension of this Contract agreed to by the State and the Contractor, the following documents must be submitted within five (5) business days prior to the effective renewal date: Current Insurance Accord Certificate (with all mandatory clauses as described in the Standard Terms and Conditions of this Bid) and Current Workers' Compensation Certificate.

PAYMENT DUE DATE: The following supersedes the Standard Contract Terms and Conditions page 6 of 11, Roman Numeral III., Section A., Part B., Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of:

1. Sixty days from the later of:
 - a. Receipt by the department of a completed invoice and all ODH/WIC Program Retail Vendor Compliance Reports;

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.

SPECIFICATIONS AND REQUIREMENTS

I. INTRODUCTION

The purpose of this bid and any subsequent contract is to secure a Contractor to perform investigative activities of a covert nature, at WIC authorized retail vendor stores in all eighty eight (88) counties as outlined herein.

II. PROJECT BACKGROUND

The Bureau of Nutrition Services, State WIC Program (Woman, Infant and Children), will henceforth be referred to as State WIC. This program is a supplemental nutrition program, regulated by the United States Department of Agriculture (USDA) that helps income-eligible pregnant, postpartum, and breast-feeding women, infants and children who are at health risk due to inadequate nutrition. WIC provides supplemental, highly nutritious food or formula items, nutrition education, and referral to prenatal and pediatric health care and other maternal and child health and human services programs. State WIC currently serves approximately 306,000 participants monthly statewide.

State WIC operates a retail system whereby services are offered to participants through WIC authorized retail vendors. Participants visit authorized grocery stores and pharmacies to redeem WIC food instruments (i.e., coupons) for prescribed food and formula items.

WIC vendor monitoring in Ohio is a shared responsibility between the Vendor Management and the Program Operations Units of the State WIC office. The Vendor Management Unit oversees the contracting, training, and routine monitoring activities (e.g.; ensuring that adequate food and formula items are stocked, prices are displayed, etc.) while the covert monitoring and sanctioning of high-risk vendors is handled through the Program Operations Unit.

Different types of vendor violations occur in the WIC Program. Among them are: charging State WIC more for food or formula items than the actual prices of the food or formula items; charging State WIC more for food or formula items than other customers are charged for the same food or formula items; providing WIC participants with less food or formula items than prescribed on the WIC food instrument; redeeming WIC food instruments for unauthorized items; providing cash for WIC food instruments; and, submitting for payment WIC food instruments which were originally accepted and redeemed by another vendor.

In accordance with federal requirements, State WIC is required to perform compliance activities at a minimum of 5% of authorized vendors deemed high risk within the retail system each federal fiscal year (10/1-9/30).

III. SCOPE OF WORK

Currently, there are approximately 1,468 WIC authorized vendors within the retail system. State WIC anticipates but does not guarantee, approximately 25-30 compliance buys will be conducted each month of the contract. See Attachment A for a list of the number of stores authorized by County.

The following are the types of compliance buys that State WIC expects the Contractor to perform:

- A. Safe Buy - Investigator purchases all foods listed on the food instrument that have a price label, in the quantities, sizes, and types listed.
- B. Partial Buy – Investigator attempts to purchase some food that has price labels, but not all of the items listed on the food instrument.
- C. Minor Substitution – Investigator attempts to substitute an unauthorized food item within an approved category.
- D. Major Substitution – Investigator attempts to substitute an unauthorized item clearly outside the approved category. This includes substitutions of tobacco or alcohol.
- E. Rain Checks – WIC vendor is out of stock on authorized food item and offers a rain check in lieu of item.

SPECIFICATIONS AND REQUIREMENTS (CON'D)

IV. PROCESS OF COMPLIANCE BUYS

A. Pre-visit Activities

The State WIC will provide the following to the Contractor prior to the initiation of field procedures:

1. List of WIC retail vendors to be investigated. The State will make an effort to assign them geographically so that travel is minimized and multiple compliance buys can be conducted per day.
2. Necessary food instruments (e.g. coupons).
3. State WIC ID cards and aliases.
4. Partially completed ODH/WIC Program Retail Vendor Compliance Report (Attachment B). Updated reports will be made available to vendors as they are approved. ODH will be moving to an EBT environment in the next couple of years; which would change the monitoring report at that time.
5. Any other forms required by State WIC.
6. If determined to be beneficial by the State WIC Office, an inconspicuous video recording device to video the sales transaction with the cashier.

B. Visit Activities

The Contractor shall, unless instructed otherwise by State WIC:

1. Complete the first compliance buy within seven (7) days of the first day of use, as indicated by State WIC on the food instrument. The last buy shall be completed no later than the last day of use as indicated on the food instrument.
2. Complete the appropriate sections of all applicable forms before entering the store (e.g. valid WIC ID cards).
3. Enter the store and perform the following tasks:
 - a. Select the items for purchase.
 - b. Observe the cleanliness of store and adequacy of WIC stock.
 - c. Take purchases to checkout counter.
 - d. If applicable, utilize the video recording device to record the transaction. Training for this will be provided by the State WIC at the initial training session for each employee.
 - e. Closely observe the actions of the cashier throughout the entire transaction and evaluate according to the checkout procedures under ODH/WIC Program Shopper Monitoring Report. Do not fill out the report while in the store.
 - f. Present WIC coupons to the cashier. If requested, show a valid State WIC ID card.
 - g. Avoid any arguments with store personnel. Make every attempt to guard against entrapment.
 - h. Exit the store with the purchased items.
4. Call the State WIC Program Operations staff within 24 hours of the visit if a store is locked and appears to be closed permanently or if the prices are not marked or posted. You will then be given additional instructions. Payment for that attempted buy will not be authorized until a follow-up call to this office is made and instructions to proceed have been received and followed.

C. Post-Visit Activities

The Contractor shall, unless instructed otherwise by State WIC:

1. Return to car with purchases.
2. Drive a safe distance from store, park, and immediately complete the remaining sections of the ODH/WIC Program Retail Vendor Compliance Reports, and the WIC Shopper Contribution Form (Attachment C).
3. Complete any other forms that may be required by State WIC.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

4. Complete all forms with blue or black ink only.
5. Proof read and initial all forms. Any errors, (no investigator name entered, incorrect boxes checked), will result in lost cases for WIC. Therefore, any compliance buys that contain missing, erroneous or illegible information, will not be authorized for payment to the Contractor.
6. Attach a cash register receipt, if one is provided, to finished forms.
7. Take color photographs of food items purchased in each store and attach them to the appropriate ODH/WIC Program Shopper Monitoring Report. The investigator shall use his/her 35mm camera or digital camera for this purpose. Each picture must contain a time and date stamp.
8. Store all perishable food items in coolers or refrigerate at safe temperatures until the food is donated.

D. End of Day Activities

The Contractor shall, unless instructed otherwise by State WIC:

1. Print and attach a color copy photo of all food items purchased during each individual buy to the corresponding OHD-WIC Program Shopper Monitoring Report. The photo must contain the WIC Coupon number used to conduct the buy, the date, and time the photograph was taken. Minimum acceptable size of the print is 3" X 5".
2. Deliver and donate the purchased items to a location approved by State WIC within twenty-four (24) hours of the completed buy. If the time of the buys is after the approved location has closed for a weekend or holiday, the donation must be made on the next business day.
3. Ensure the agency name and address of where the food was donated is completed. Also, ensure the name of the investigator donating the food, as well as the agency representative and date are completed. The investigator must then sign and date the form after all else is completed.
4. Duplicate and keep copies of all reports.
5. Forward by certified mail, overnight express or personally deliver the original completed reports, the pictures and the video recording to State WIC within 15 business days after the day the compliance buy was conducted.

E. Additional Activities

If there is sufficient evidence of a particular vendor's violation of WIC program federal regulations and/or OAC rules, State WIC may propose a sanction. Depending on the severity of the violation, the proposed sanction may result in a notice letter, civil money penalty or program disqualification. Vendors have the right to request an administrative or abbreviated review of adverse actions.

In an administrative review, State WIC is represented by the Ohio Attorney General's office. Vendors may or may not be represented by counsel. The case is presented before an impartial decision-maker and witnesses from both sides are called for direct and cross examination. All documents supporting the state's proposed action are subject to review.

1. All investigators who conducted compliance buys must attend the respective vendor administrative reviews as requested by State WIC.
2. All investigators may be required to attend respective witness briefings conducted by the Attorney General prior to any scheduled administrative reviews.
3. State WIC will promptly notify the Contractor via certified mail, email, facsimile or telephone call, of the date and location of any scheduled administrative review. Whenever possible, the investigator's schedule will be taken into consideration; however, State WIC has limited input into such administrative review scheduling.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

4. Vendor witness briefings and administrative reviews are held in Columbus, Ohio.
5. The presence and testimony of all investigators who participated in the respective investigation is mandatory.
6. The Contractor is responsible for ensuring the timely appearance of the investigators at all reviews and witness briefings.
7. The Contractor is responsible for ensuring that all investigators remain present at the hearing until dismissed by an authorized Ohio Department of Health representative.

F. Invoices

1. The Contractor shall invoice ODH monthly for services the Contractor provides.
2. An itemized statement listing the services provided; the dates services were provided, the county where services were provided, WIC four digit vendor number, coupon number, and the amount of payment due, shall accompany the invoice.
3. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse the Contractor within sixty (60) days from the later of:
 - a. Receipt by the department of a properly completed invoice and all ODH/WIC Program Retail Vendor Compliance Reports;
4. ODH shall return any invalid or incomplete invoice to the Contractor within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice.
5. Final invoices for services provided under this contract shall be submitted by the Contractor no later than ninety (90) days following the termination of the contract.

V. BIDDER QUALIFICATIONS

- A. At least three (3) years of experience in the investigative business providing similar services as specified in this Invitation to Bid (ITB).
- B. The bidder must submit with the bid response, three (3) letters of recommendation from current or past clients who have done similar business with the bidder within the past three (3) years.
- C. Licensed as a private investigator and security guard provider (Class A) or private investigator (Class B) pursuant to Section 4749.03 of the Ohio Revised Code.
- D. A letter of certification on company letterhead that certifies that the Bidder is not currently under suspension and/or debarred by the federal government that would prohibit said Bidder from accepting a contract award that is federally funded.
- E. Insurance coverage must include the following:
 1. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. The Contractor's Commercial General Liability shall be primary over any other insurance coverage. At a minimum, the limits of the insurance shall be:
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Products/Completed Operations Aggregate
 - \$ 1,000,000 per Occurrence Limit
 - \$ 1,000,000 Personal and Advertising Injury Limit
 - \$ 100,000 Fire Legal Liability
 - \$ 10,000 Medical Payments
 2. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- F. All above mentioned insurance coverage premiums must be paid by the Contractor throughout the term of this contract. Each year, updated insurance renewal forms must be sent two weeks prior to the anniversary of the policy date to:

Ohio Department of Administrative Services
General Services Division
Office of Procurement Services
Attn: Jan Fitzpatrick
4200 Surface Road
Columbus, Ohio 43228

If the Contractor fails to submit copies of updated insurance forms, falsifies reports or fails to submit the forms in a timely manner, DAS may terminate or cancel this Contract.

- G. Contractor shall have a staff of diverse ethnic backgrounds, to include at a minimum one Caucasian, and one African-American. Contractor must demonstrate how investigators meet the diverse WIC participant profile, including participants in rural, urban and suburban areas. Each investigator must possess a current and valid Ohio driver's license.

VI. BIDDER RESPONSIBILITIES

The successful bidder is responsible for:

- A. All delivery costs incurred during any contract awarded as a result of this ITB. This also includes the cost of the camera, film developing and/or printing and postage.
- B. Working email and facsimile equipment through which the State WIC can contact the Contractor's designated representative. The Contractor shall notify State WIC of any changes including, but not limited to, switching phone companies, changing phone, facsimile number or email address, in writing at least five (5) calendar days prior to any change.
- C. Appointing a designated representative as the State WIC's contact. Any change to this designated representative's information, including, but not limited to, their replacement or phone number, must be in writing at least five (5) days prior to the change.
- D. The bidder(s) must submit documentation to include a minimum of three (3) references.
- E. Guaranteeing that all investigators, both current and new hires, be approved and trained by the State WIC office prior to performing any WIC investigations.
- F. Completing the attached form (Attachment D) and submitting it the State WIC Office. This form will be forwarded to The OIS Division of the Ohio State Highway Patrol to complete a background check. All background checks for each current and new employee must be completed, submitted and approved by the State WIC office prior to the employee performing any compliance buys.
- G. Notifying WIC within 24 hours of any investigator that leaves the employment of the Contractor, either voluntarily or through termination.
- H. Notifying WIC of any potential new hire and submitting their resume to WIC for review and approval.
- I. Allowing WIC to choose specific investigators employed by the Contractor to conduct buys at identified stores.
- J. Guaranteeing attendance of all respective investigators at witness briefings and administrative reviews for buys that occurred within the contract period even if the actual hearing is outside of the contract time period.
- K. Replacing any lost or damaged video recording device with the exact same model that State WIC originally provided.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- L. Guaranteeing attendance of all respective investigators at witness briefings and administrative reviews, even if they have since left the employment of the Contractor.
- M. Paying all liquidated damages. Unless State WIC determines that the failure of an investigator to conduct an assigned compliance buy or attend a scheduled administrative review is unavoidable, the following liquidated damages may be imposed:
 - 1. Five hundred dollars (\$500) if primary investigator fails to attend a witness briefing or an administrative review or all costs incurred by State WIC in hiring an administrative review examiner and court reporter and scheduling the administrative review, whichever is less. The Contractor agrees that the cost of an administrative review will be determined by State WIC based on the reasonable expense State WIC incurred in hiring the administrative review examiner and court reporter and scheduling the administrative review.
 - 2. The contracted cost of a compliance buy if Contractor fails to conduct a compliance buy and State WIC incurs the cost of conducting such buy. Continued failure on the Contractor's part to complete assigned buys and reports as contractually required by State WIC, or failure of the primary investigator to attend witness briefings and administrative reviews will be considered non-performance and may result in the suspension or termination of the contract.

VII. COST EVALUATION

A. Compliance Buys

A cost per buy shall be calculated for each compliance buy. State WIC anticipates approximately 25-30 compliance buys will be conducted each month of the contract; however, this is only an estimate and not a guarantee of the actual number of compliance buys assigned. Costs shall be calculated to cover the investigator's time spent on all required pre-visit activities, visit activities, and post-visit activities, inclusive of travel time, postage expenses, film and photograph processing. Total buys shall not exceed 400 per year.

B. Training/Meetings

A cost per hour shall be calculated for each hour of training or each hour spent in mandatory meetings. This cost should include all travel time and expenses incurred. State WIC anticipates no more than four (4) such meetings each year of the contract; however, this is only an estimate and not a guarantee of the actual number of meetings. In addition, the selected Contractor may be required to attend a two day orientation training within two weeks of the effective date of a contract. This orientation training shall be held in Columbus and may include conducting practice compliance buys. Total training and meeting hours shall not exceed 48 per year.

C. Witness Briefings and Administrative Reviews

A cost per-hour shall be calculated for mandatory attendance at State WIC witness briefings and administrative reviews, which includes travel time to and from such proceedings. The Bidder understands that travel expenses (i.e., mileage, parking tolls, etc.) separate and apart from the per-hour costs above shall not be reimbursed. Generally, administrative reviews, including witness briefing time, last a total of six to eight hours. State WIC anticipates approximately twelve (12) administrative reviews will be conducted each year of the contract; however, this is only an estimate and not a guarantee of the actual number of administrative reviews. Total witness briefings and administrative review hours shall not exceed 96 per year.

BID PRICE PAGE

| COMPLIANCE BUYS | ITEM NUMBER | COST |
|--|--------------------------------|----------------------------|
| Compliance Buys Estimated Compliance Buys per Year (30 per month X 12 months = 360) | ITEM NO. 000000000000009407 | Dollar Cost per Buy \$ |
| Training/Meetings Estimated Hours of Training/Meetings per Year = 48 | 000000000000004479 | Dollar Cost per Hour \$ |
| Witness Briefings and Administrative Reviews Estimated Hours of Review and Proceedings 12 reviews X 8 Hours = 96 | 000000000000004396 | Dollar Cost per Hour \$ |

Attachment A

WIC Vendors by County

The following 88 counties operate within the retail system and are subject to compliance buys. The number in parenthesis following the county name represents the approximate number of WIC-contracted stores in that county. However, based on compliance activities that could lead to disqualification, and contracting of new stores, these numbers are subject to change.

| | | |
|-----------------|-----------------|-----------------|
| Adams (8) | Hamilton (72) | Noble (3) |
| Allen (14) | Hancock (8) | Ottawa (5) |
| Ashland (8) | Hardin (5) | Paulding (3) |
| Ashtabula (16) | Harrison (6) | Perry (7) |
| Athens (11) | Henry (5) | Pickaway (9) |
| Auglaize (9) | Highland (11) | Pike (9) |
| Belmont (16) | Hocking (5) | Portage (15) |
| Brown (7) | Holmes (5) | Preble (7) |
| Butler (30) | Huron (10) | Putman (5) |
| Carroll (4) | Jackson (6) | Richland (20) |
| Champaign (4) | Jefferson (7) | Ross (14) |
| Clark (21) | Knox (7) | Sandusky (13) |
| Clermont (20) | Lake (25) | Scioto (20) |
| Clinton (9) | Lawrence (10) | Seneca (7) |
| Columbiana (12) | Licking (16) | Shelby (4) |
| Coshocton (6) | Logan (5) | Stark (40) |
| Crawford (8) | Lorain (38) | Summit (49) |
| Cuyahoga (226) | Lucas (42) | Trumbull (24) |
| Darke (7) | Madison (5) | Tuscarawas (13) |
| Defiance (7) | Mahoning (27) | Union (5) |
| Delaware (19) | Marion (8) | Van Wert (4) |
| Erie (13) | Medina (18) | Vinton (3) |
| Fairfield (13) | Meigs (2) | Warren (22) |
| Fayette (4) | Mercer (7) | Washington (11) |
| Franklin (143) | Miami (11) | Wayne (12) |
| Fulton (6) | Monroe (5) | Williams (8) |
| Gallia (5) | Montgomery (48) | Wood (10) |
| Geauga (11) | Morgan (4) | Wyandot (5) |
| Greene (19) | Morrow (5) | |
| Guernsey (10) | Muskingum (12) | |

Grand Total: 1468

ATTACHMENT B

ODH/WIC PROGRAM

RETAIL VENDOR COMPLIANCE REPORT

| | | | |
|-----------------------------------|------------------------------------|-----------------------|--|
| <u>STORE NUMBER:</u> | <u>STORE NAME:</u> | | |
| COUNTY: | ADDRESS: | | |
| COUPON NUMBER: | PARTICIPANT/ALTERNATE NAME: | | |
| Primary Investigator: | | Signature: | |
| Accompanying Investigator: | | Signature: | |
| Date of Visit: | | Time of Visit: | |
| Name on Storefront: | | | |

I. OBSERVATIONAL DATA:

A. DESCRIPTION OF CASHIER:

| NAME | HEIGHT | WEIGHT | AGE | SEX | HAIR | RACE | EYES |
|-------------|---------------|---------------|------------|------------|-------------|-------------|-------------|
| | | | | | | | |

Other Identifying Characteristics: _____

B. CHECKOUT PROCEDURE OF CASHIER:

| Please answer Y for Yes, N for No, or U for Unknown | Y | N | U* |
|--|----------|----------|-----------|
| 1. Did the cashier require you to present a valid state of Ohio WIC program ID card? | | | |
| 2. Did the cashier record the quantities on the coupon at the time of the transaction? | | | |
| 3. Did the cashier record the amount of sale at the time of the transaction? | | | |
| 4. Did the cashier record the date of the transaction at the time of sale? | | | |
| 5. Did the cashier complete the coupon in ink at the time of the sale? | | | |
| 6. Did the cashier request that you sign the coupon? | | | |
| 8. If the answer to #7 is yes, did you sign before, during or after the transaction? | | | |

ATTACHMENT B (CONT'D)
ODH/WIC PROGRAM

RETAIL VENDOR COMPLIANCE REPORT

| Please answer Y for Yes, N for No, or U for Unknown | Y | N | U* |
|---|---|---|----|
| 9. Was change received? | | | |
| 10. Did the cashier require you to purchase all food items listed on the coupon? | | | |
| 11. Did the cashier provide you with a receipt? (If yes, please attach to report) | | | |
| * If you answered U (Unknown) for any of the above questions, please explain why: _____ _____ _____ | | | |

C. OTHER INFORMATION:

How busy was the store (circle one): **Light** **Moderate** **Heavy**

II. ITEMS PURCHASED:

| BRAND NAME | QTY | UNIT SIZE | UNIT PRICE | AFFIX PRICE STICKER (if available) | TOTAL PRICE |
|------------|-----|-----------|------------|------------------------------------|-------------|
| | | | | | |
| | | | | | |
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III. ADDITIONAL COMMENTS AND OBSERVATIONS: (Attach additional pages as needed)

ATTACHMENT C

WIC SHOPPER CONTRIBUTION FORM

| | |
|---------------|-------------------------|
| STORE NUMBER: | FOOD INSTRUMENT NUMBER: |
|---------------|-------------------------|

| FOOD ITEM | BRAND NAME | QUANTITY | UNIT SIZE | UNIT PRICE | COMMENTS |
|-----------|------------|----------|-----------|------------|----------|
| | | | | | |
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| | |
|--------------------|-----------------------|
| AGENCY NAME | AGENCY ADDRESS |
|--------------------|-----------------------|

I acknowledge receipt of the above food items from _____, on behalf of the Ohio Department of Health, Bureau of Nutrition Services, WIC program.

Signature of Agency Representative: _____ Date: _____

Signature of Investigator: _____ Date: _____

ATTACHMENT D

BACKGROUND INFORMATION FORM

Contractor/ Vendor Employees Performing Work at _____
Contractor Company Name: _____
Address: _____
City, State: _____

Department / Sponsor for access: _____
Sponsor's DIV / SECTION / UNIT: _____
Sponsor's phone number: _____

Signature of Authorized individual requesting access for the Vendor/ Contractor, (i.e. Corporate Officer):

Prime Contractor's Emergency office Phone number: (____) _____ - _____

Employee's Full Name

(Last) (First) (Full Middle Name)

Present Address _____

City: _____ State: _____ Zip Code: _____

Date of Birth: (MM/DD/YY) ____/____/____ Soc. Sec. #: ____/____/____

Aliases or Maiden Name: _____

Home Phone Number: (____) _____ - _____

Your Supervisor's Name (print): _____

Supervisor's Office Phone No. (____) _____ - _____

List any felony or misdemeanor convictions in the past ten (10) years and date of conviction

Driver License # _____ Attach photo ID (Photocopy)

I, _____, certify that all of the answers and statements on this form are true, complete and correct to the best of my knowledge and are made in good faith.

Signature: _____ Date: _____

Badge # assigned: _____ Assigned By: _____

When possible submit prior to arriving at the site (5 Days). Submit through stipulated channels to the Facility Manager. Employee's not previously approved, must bring this Employee Background form with him. Be certain a Contractor's authorized signature is affixed. Access will not be permitted without proper completion of employee information and Prime Contractor's authorization. A list of employees slated to work this job, submitted by the Prime Contractor is also considered authorization.

INSURANCE REQUIREMENTS

Bidders should provide with their Bid, documentation of the following insurance coverages 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 Contractor's CGL coverage is primary over any other coverage.
 - 3) designate the State 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. If applicable, 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 five (5) business days after notification of pending award. Failure to provide a compliant certificate within the stated timeframe may cause the State to deem the Bidder not-responsive and no further consideration for award will be given.

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Reference: Supplemental Contract Terms & Conditions – Page 10, Article 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 Contractor. Any Bidder, Broker, or Subcontractor 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:

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

- Bidder/Broker ("The Contractor") or their Subcontractor 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 Contractor 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.

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://www.irs.gov/pub/irs-pdf/fw9.pdf>
- under IRS Resources, select Forms and Publications
- select Download by Form and Instruction Number
- from the list of PDF files, select Item 1105, Form Number W-9
- download, complete the form, and submit with the Bid response

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

This requirement applies to all Bidders: Bidders who have not previously done business with the State as an awardee of an Office of Procurement Services competitively bid Contract and also to currently awarded Contractors as well. The DAS OAKS (Ohio Administrative Knowledge System) System requires that all vendor W-9 forms be periodically updated by submission of a new form.

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SERVICE PROVIDERS (See Page 8, 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 Contractor (City/State/Country)

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

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

d) 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 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.

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 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.

BID SUBMISSION CHECK LIST

* MANDATORY SUBMITTALS TO ACCOMPANY THE BID RESPONSE

| <u>SUBMITTED</u> | <u>SUBMITTAL DESCRIPTION</u> | <u>PAGE REFERENCE</u> |
|---|--|-----------------------|
| _____ | *BID COVER PAGE, SIGNED IN BLUE INK | PAGE 1 |
| _____ | *BUY OHIO & DOMESTIC PREFERENCES | PAGE 2 |
| _____ | *THREE (3) LETTERS OF RECOMMENDATION | PAGE 9 |
| _____ | *BID PRICE PAGE | PAGE 12 |
| ** SUBMITTALS REQUIRED DURING THE EVALUATION PROCESS | | |
| _____ | DECLARATION REGARDING MATERIAL ASSISTANCE OR NON-ASSISTANCE TO A TERRORIST ORGANIZATION | PAGE 2 |
| _____ | SECTION V, BIDDER QUALIFICATIONS | PAGE 9 |
| _____ | INSURANCE REQUIREMENTS *** | PAGE 18 |
| _____ | AUTO LIABILITY INSURANCE CHECKLIST | PAGE 19 |
| _____ | FEDERAL TAXPAYER IDENTIFICATION FORM W-9 | PAGE 20 |
| _____ | CONTRACTOR DISCLOSURE CERTIFICATIONS | PAGE 21 |
| _____ | BIDDER DISCLOSURE STATEMENTS | PAGE 22 |

- * Mandatory submissions must be submitted with the Bid response. Refer Bid Page 3, Mandatory/Required Submissions.
- ** 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. Refer Bid Page 3, Mandatory/Required Submissions.
- *** Submit an Acord Certificate or similar certificate from your insurance agent/carrier showing compliance with the required coverage amounts.

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.