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

MANDATORY USE CONTRACT FOR: WIC INVESTIGATIVE SERVICES

CONTRACT No.: OT900611

EFFECTIVE DATES: 10/01/10 to 09/30/12
* Renewal through 11/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900611 that opened on 08/20/10. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Department of Health, Bureau of Nutrition Service, 246 North High Street, Columbus, OH 43216, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Senthan Mahendrarasa
senthan.mahendrarasa@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

* Indicates contract renewal for two (2) months through 11/30/15.

Signed: _____
Robert Blair, Director Date

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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 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.

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:

(Dollar Cost per Buy (Compliance Buys) X 360) + (Dollar Cost per Hour (Training/Meetings) X 48) + (Dollar Cost per Hour (Witness Briefings and Administrative Reviews) X 96) = 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, Columbus, OH 43228-1395, Attn: Senthan Mahendrarasa.

* **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 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 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: Senthan Mahendrarasa

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.

* To indicate a change in the contact for submission of documents and usage reports effective immediately.

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. <u>BIDDER QUALIFICATIONS</u>

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) with the Ohio Department of Public Safety, Division of Homeland Security. Bidder must provide a copy(ies) of the valid Investigator(s) license(s) with the bid submittal; for the company and the individual investigator(s).

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.

* To indicate a change to the bidder qualifications for licensing; and a copy of license(s) must be submitted with the bid.

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 driver's license.

VI. BIDDER RESPONSIBILITES

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 if the new hire is specifically to be hired for the Ohio WIC Project.

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.

* To indicate a change in the driver's license requirement and the notification of a new hire.

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.

PRICE SCHEDULE

COMPLIANCE BUYS	ITEM NUMBER	COST
Compliance Buys Estimated Compliance Buys per Year (30 per month X 12 months = 360	ITEM NO. 9407	Dollar Cost per Buy $122.00
Training/Meetings Estimated Hours of Training/Meetings per Year = 48	 4479	Dollar Cost per Hour $40.00
Witness Briefings and Administrative Reviews Estimated Hours of Review and Proceedings 12 reviews X 8 Hours = 96	 4396	Dollar Cost per Hour $40.00

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

Grand Total: 1468

ATTACHMENT B

ODH/WIC PROGRAM

RETAIL VENDOR COMPLIANCE REPORT

STORE NUMBER:	STORE NAME:
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**

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**

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.

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT900611-3 (12/31/14)*

189568
API Security Services & Investigations, Inc.
867 High Street, Suite D
Worthington, OH 43085

TERMS: 60 days, as specified.

DELIVERY: As Specified

REMIT TO:
189568
API Security Services & Investigations, Inc.
PO Box 645005
Cincinnati, OH 45264-5005

CONTRACTOR'S CONTACT: Mr. George Franey

Telephone: (614) 310-1980
Fax: (614) 310-1960
E-mail: gwfraney@aol.com
E-mail: EJohnston@apisecurity.us

* To indicate three (3) month renewal effective 10/01/14 through 12/31/14.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	10/01/15	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional two (2) months, effective 10/01/15 through 11/30/15.
6	01/01/15	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional nine (9) months, effective 01/01/15 through 09/30/15.
5	10/01/14	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional three (3) months, effective 10/01/14 through 12/31/14. Also indicates a change in analyst contact.
4	05/01/14	To indicate a change in contract analyst name and to indicate that this contract will expire 9/30/14, thereafter, the agency shall procure their needs in accordance with ORC 125.05.
3	10/01/13	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 10/01/13 through 09/30/14. Also indicates a change in analyst contact.
2	10/01/12	To renew the subject contract additional twelve (12) months, effective 10/01/12 through 09/30/13; under the same terms and conditions and pricing, to indicate change in the Contractor's Contact, and note new analyst contact.
1	03/11/11	To indicate a new Vendor Identification Number and an update to the remit to address and to add the Summary of Amendments Page effective with all orders issued on or after March 11, 2011.