

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		SUPPLIER NAME	
BID NUMBER <u>OT900817</u>	OPENING DATE (1:00 p.m.) <u>May 25, 2016</u>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. COM006	BID NOTICE DATE May 10, 2016	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, Supplier should circle "Net 30 Days". _____%, _____Days, Net 30 Days			
PARTICIPATING AGENCY(IES): OHIO DEPARTMENT OF COMMERCE			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR: FORENSIC ACCOUNTING AND INVESTIGATIVE SERVICES			
<p>TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 07/01/16 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>06/30/17</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 agency.</p> <p>INSTRUCTIONS TO SUPPLIERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Suppliers, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Suppliers will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p>			
		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 Supplier NOT sign their bid in BLACK ink. SUPPLIER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Supplier 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.

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

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

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

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Supplier.

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

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Supplier may submit a request to increase their price(s) to be effective fifteen (15) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Supplier 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 Supplier receives orders requiring quarterly service, the increase will apply to all services made after the effective date of the price increase.

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

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

GENERAL SPECIFICATIONS AND REQUIREMENTS

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

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

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

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

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

- II. **SCOPE OF WORK:** The Supplier shall provide the professional services necessary to perform the following:
- A. Assist counsel in investigating or responding to allegations of fraud or white collar crimes or civil disputes, including but not limited to:
 - 1. Accounting Malfeasance
 - 2. Breach of Contract
 - 3. Breach of Duty
 - 4. Conspiracy
 - 5. Conversion, Unjust Enrichment
 - 6. Embezzlement
 - 7. Fraud, Theft, Employee Dishonesty
 - 8. Money Laundering
 - 9. Wire Fraud
 - B. When requested, the Supplier will provide investigative services on new or existing cases regarding:
 - 1. Calculating and quantifying losses and economic damages
 - 2. Determine cause of loss, i.e., tort or breach of contract
 - 3. Conduct business valuation
 - 4. Audit financial information and records
 - 5. Determine use of proceeds
 - 6. Identify internal or external operatives
 - 7. Asset searches and uncover hidden assets
 - 8. Record & data reconstruction
 - 9. Corporate governance (The Sarbanes-Oxley Act/Public Company Accounting Reform and Investor Protection Act of 2002)
 - C. Investigation & Pre-Trial Assistance
 - 1. Gather facts, interview witness, and obtain relevant data
 - 2. Consolidating all financial and economic data into concise evidence
 - 3. Evaluating strengths and weaknesses of data
 - 4. Identifying merits of the cases
 - 5. Create a strategy for winning litigation
 - 6. Prepare preliminary, case status, and final report
 - 7. Recommend controls and procedures to reduce and eliminate risk of economic loss

GENERAL SPECIFICATIONS AND REQUIREMENTS cont'd

D. Trial Preparation & Expert Witness Testimony

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

III. DEFINITIONS:

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

GENERAL SPECIFICATIONS AND REQUIREMENTS cont'd

- IV. SUPPLIER QUALIFICATIONS: The Supplier shall demonstrate at least ten (10) years of experience in forensic accounting. The primary Contractor, or Forensic Accountant must hold and maintain at least three (3) of the following credentials, which should be included in the bid response. If not provided as part of the bid response, the Supplier must provide credentials within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Failure to supply the credentials either as part of their bid response or within the time specified herein may deem the Supplier not responsive.
- A. Accredited in Business Valuations (ABV)
 - B. Certified Forensic Financial Analyst (CFFA)
 - C. Certified Fraud Examiner (CFE)
 - D. Certified Internal Auditor (CIA®)
 - E. Certified Public Accountant (CPA)
 - F. Certified Valuation Analyst (CVA)
 - G. Fraud Claim Law Associate (FCLA)
- V. TRAVEL: All travel will be paid at the rates published by the State of Ohio OAC126-1-02 and OBM Travel Rule. Any expenses outside of those listed within this document or outside of the rules will not be paid. All travel reimbursement requests must be accompanied by receipts including company name issuing expense, date of transaction, and breakdown of costs. Any requests submitted without receipts shall not be reimbursed. Lodging will not be paid within a fifty mile radius of Supplier's place of employment or residence.

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

VI. SUPPLIER REQUIREMENTS:

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

VII. OWNERSHIP OF WORK PRODUCTS AND PRESS RELEASES:

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

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

PRICE SCHEDULE

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by State Purchasing and not used in evaluation and any subsequent order.

Estimated Number of Hours	Hourly Rate for Certified Forensic Accountant	Hourly Rate for Support Staff-Certification Not Required	# of Support Staff
1000	\$	\$	

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

The Estimated Number of Hours are for evaluation purposes only and should not be interpreted as guaranteed hours of business.

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BID AUTOMOBILE LIABILITY CHECKLIST:

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

- Supplier/Broker ("The Supplier") or their Sub Supplier 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 Supplier 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, Supplier 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.

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

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

a) Principal location of business for the contractor (Name/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, Supplier hereby certifies that the above information is true and accurate. The Supplier 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 Supplier/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.