

INVITATION TO BID

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

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER	OPENING DATE (1:00 p.m.)	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
OT902316	August 19, 2015	CITY STATE ZIP	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. DOH021	BID NOTICE DATE 7/29/15	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			
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:</u></p> <p>WIC INVESTIGATIVE SERVICES</p> <p><u>TERM OF CONTRACT:</u> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning <u>10/01/15</u> or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire <u>09/30/18</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><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, 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 Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p><u>INQUIRIES:</u> All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders 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 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.

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.

MINORITY BUSINESS ENTERPRISE PROGRAM: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This Invitation to Bid contains a sheltered solicitation requirement, which encourages the Bidder to seek and set aside a portion of the work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

To search for Ohio certified MBE businesses, utilize the following search routine published on the DAS Equal Opportunity Division website:

1. Select "Locate MBE Certified Providers" as the EOD Search Area selection;
2. Select "MBE Certified Providers" link;
3. On the subsequent screen select "All Procurement Types" as a search criterion;
4. Select "Search"; and
5. A list of Ohio MBE Certified Service Providers will be displayed.

In seeking solicitations from Ohio certified MBE businesses, the Bidder must:

1. Utilize a competitive process to which only Ohio certified MBEs may respond;
2. Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Project requirements; and
3. Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

Upon request of DAS, Contractor(s) may be required to submit documentation of the competitive process used to select the Ohio certified MBE subcontractor(s) and to identify the goods and/or services that will be provided. Contractor(s) who fail to submit documentation of a competitive process or identification of the goods and/or services to be provided, after requested by DAS, may be deemed not-responsive.

If offering a portion of the work to be performed by an Ohio certified MBE business, Bidders should indicate the percentage of their per unit price that will be set aside for the MBE subcontractor(s) in the Price Schedule portion of their bid response. This percentage will not be used in the evaluation of the award.

TRACKING. The following requirements only apply if Contractor(s) offered a portion of the work to be performed by an MBE subcontractor.

After the award of the contract but prior to the commencement of any subcontractor work, the Contractor(s) must submit the names of selected Ohio certified MBE subcontractors to the Agency. Contractor(s) shall indicate on all invoices submitted to the Agency the dollar amount attributed to the work provided by selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractors' activities. Contractor(s) shall report all Ohio certified MBE subcontractor payments under this Contract to the Agency. Compliance with Contractor(s) proposed set-aside percentage is a term of this contract and failure to attain the selected percentage by the expiration of the contract may result in the Contractor being found in breach of contract.

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

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplied 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 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". In addition, the state will apply the following formula to calculate the lot total:

SPECIAL CONTRACT TERMS AND CONDITIONS

(Dollar Cost per Buy (Compliance Buys) X 480 + (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.

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 Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard 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: Senthana Mahendrarasa.

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

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

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

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. Failure to complete this page may deem your bid not responsive.

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 243,000 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 or WIC Nutrition Cards (WNCs)) 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 1,465 WIC authorized vendors within the retail system. State WIC anticipates but does not guarantee, approximately 30-40 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.

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, WNCs).

SPECIFICATIONS AND REQUIREMENTS (CON'D)

4. Partially completed ODH/WIC Program Retail Vendor Compliance Report (Attachment B). Updated reports will be made available to vendors as they are approved.
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 all buys within the assigned month unless State WIC approves contractor to perform an identified buy in another month.
2. Complete the appropriate sections of all applicable forms before entering the store (e.g. valid WIC ID cards, investigator names).
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 food instruments to the cashier.
 - 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.
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 all cash register receipts from transaction, if provided by vendor, 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.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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 ODH-WIC Program Shopper Monitoring Report. The photo must contain the WIC food instrument 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, unless reports are requested by the State WIC officer earlier.

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.
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, food instrument number, and the amount of payment due, shall accompany the invoice.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

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;
 - b. all ODH/WIC Program Retail Vendor Compliance Reports; or,
 - c. the redeemed bank coupons from the processing firm
4. ODH shall return any invalid or incomplete invoice to the Contractor within fifteen (15) days after ODH receives the following:
 - a. the invoice;
 - b. all ODH/WIC Program Retail Vendor Compliance Reports; or,
 - c. the redeemed coupons from the processing firm
5. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice.
6. 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 (and/or SUBCONTRACTOR) 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 and /or subcontractor must submit with the bid response, three (3) letters of recommendation from current or past clients who have done similar business with the bidder or subcontractor 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 and/or subcontractor 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. Contractor and/or subcontractor shall have an investigation staff of diverse ethnic backgrounds, suitable to the area in which investigators conduct the covert buys. The Agency and Contractor will mutually agree on the Contractor's/sub-contractor's staff. Each investigator must possess a current and valid 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, facsimile equipment, and ability to transmit documentation via e-mail 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. Notifying WIC within 24 hours of any investigator that leaves the employment of the Contractor, either voluntarily or through termination.
- G. Notifying WIC of any potential new hire and submitting their resume and a copy of the valid private investigator's license to WIC for review and approval if the new hire will be performing tasks related to the contract.

SPECIFICATIONS AND REQUIREMENTS (CONT'D)

- H. Allowing WIC to choose specific investigators employed by the Contractor to conduct buys at identified stores.
- I. 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.
- J. Replacing any lost or damaged video recording device with the exact same model that State WIC originally provided.
- K. Guaranteeing attendance of all respective investigators at witness briefings and administrative reviews, even if they have since left the employment of the Contractor.
- L. 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 hearing preparation meeting 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 30-40 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 480 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	Unit cost	Estimated Usage	Total Cost
Compliance Buys Estimated Compliance Buys per Year 40 per month X 12 months = 480	9407	Dollar Cost per Buy \$ _____	480	\$ _____
Training/Meetings Estimated Hours of Training/Meetings per Year = 48	4479	Dollar Cost per Hour \$ _____	48	\$ _____
Witness Briefings and Administrative Reviews Estimated Hours of Review and Proceedings 12 reviews X 8 Hours = 96	4396	Dollar Cost per Hour \$ _____	96	\$ _____

* MBE set aside percentage (If Offered) _____%

Service MBE Subcontractor (s) will provide _____

Attachment A

Ohio WIC Authorized Retail Vendors by Retail Region and County as of July 23, 2015

[Att A.xlsx](#)

* Will not be used in the evaluation

ATTACHMENT B

**ODH/WIC PROGRAM
RETAIL VENDOR COMPLIANCE REPORT**

STORE NUMBER:	STORE NAME:		
COUNTY:	ADDRESS:		
FOOD INSTRUMENT 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 amount of sale at the time of the transaction?			
3. Did the cashier record the date of the transaction at the time of sale?			
4. Did the cashier complete the coupon in ink at the time of the sale?			
5. Did the cashier request that you sign the coupon?			
6. If the answer to #5 is yes, did you sign before, during or after the transaction?			
7. Was change received?			
8. Did the cashier require you to purchase all food items listed on the coupon?			
9. Did the cashier provide you with a receipt? (If yes, please attach to report)			

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
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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: _____