

Invitation to Bid Cover Sheet

Date:	August 18, 2016
Solicitation Number:	Veterans Medicaid Initiative 8-18-16
Solicitation Title:	Veterans Medicaid Initiative Representative
Bids due no later than:	September 12, 2016 12:00 p.m., Eastern Day Light Savings Time. Using Our Clock At 3416 Columbus Ave, Sandusky, OH 44870
Services Performed at:	Ohio Department of Veteran Services 77 South High St Columbus, OH 43215
For additional information, please contact:	Tim Schultz Agency Procurement Officer (419)-625-2454 Ext. 1265
Email Address:	Tim.Schultz@dvs.ohio.gov

Executive Summary

The Ohio Department of Veterans Services is seeking bids for a Veterans Outreach Specialist. Winning contractor will attend meetings on behalf of DVS with other agencies. Contractor shall also refer Veterans and their families or guardians to CVSOs for the evaluation/filing of new or upgraded claims with the U.S. Department of Veteran Affairs (VA) and participate in the monitoring of efforts to utilize Public Assistance Reporting Information System (PARIS) data to maximize eligible recipients' health care coverage.

All work performed by the Contractor is expected to be of the highest quality and meet or exceed accepted industry standards.

General Terms and Conditions

I. Applicability

- a. These Offer Submission Guidelines apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Ohio Department of Veterans Services (hereinafter referred to as "DVS") by all prospective suppliers (herein after referred to as "Contractors" or "Bidders/Contractors") in response, but not limited to: Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

II. Contents of Offer

- a. General Conditions. Contractors are required to submit their Offers in accordance with the following expressed conditions:
 - i. Contractors shall make all investigations necessary to inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist because of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of DVS or the compensation to the Contractor.
 - ii. Contractors are advised that all DVS contracts are subject to all legal requirements contained in the State of Ohio's General Services Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 - iii. Contractors must state exactly what they intend to furnish to DVS via this Solicitation. They must indicate any variances to the terms, conditions, and specifications of the Solicitation no matter how slight. If variations are not stated in the Contractor's offer, it shall be construed that the Contractor's offer fully complies with all conditions identified in this Solicitation.
 - iv. DVS intends and expects that the contracting processes of DVS and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to DVS as subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.
 - v. All Offers and other materials submitted in response to this Solicitation shall become the property of DVS. Information that is considered proprietary should be marked as such and will be returned to the Contractor(s) after the award is made.

b. Clarification and Modification in Terms and Conditions

- i. Where there appear to be variances or conflicts between the Standard Terms and Conditions, the Special Terms and Conditions, and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
- ii. If any Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of the solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by DVS prior to the deadline for submitting questions.

Any official interpretation of this Solicitation must be made by an agent of DVS who is authorized to act on behalf of DVS. DVS shall not be responsible for interpretations offered by employees of DVS who are not authorized agents of DVS.

- iii. DVS shall issue a written addendum if substantial changes which affect the technical submission of Offers are required. The Contractor shall certify its acknowledgment of each addendum by signing each addendum and returning each signed addendum with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ANY SUBMITTAL DEEMED NON-RESPONSIVE WILL BE RETURNED. ANY CONTRACTOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL AWARD DECISION(S)

III. Taxes and Collusion

- a. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as DVS is exempt from payment of such taxes and does not agree to pay any such taxes.

State of Ohio Tax Exempt Number 31-1334820

- b. The Contractor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with DVS. The Contractor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of DVS's public procurement process, all Contractors are hereby placed on notice

that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law

IV. Preparation and Submission of Offer

a. Preparation

- i. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.
- ii. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page.

The original cover page of this Solicitation must be included in all Offers. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer may be deemed invalid and may not be considered.

- iii. The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

b. Submission

- i. The Offer shall be sealed in an envelope with the Contractor's name and the solicitation number on the outside.
- ii. Offers shall be submitted to:

Tim Schultz
Agency Procurement Officer
3416 Columbus Ave
Sandusky, OH 44870

- iii. Offers must include the following to be considered responsive:

1. Proposal Form Checklist
2. Federal Taxpayer ID Form (W9) –Link can be found below:

http://ohiosharedservices.ohio.gov/SupplierOperations/doc/IRS_W-9.pdf

3. Supplier Information Form –Link can be found below:

http://ohiosharedservices.ohio.gov/SupplierOperations/doc/Supplier_Information_Form_OBM5657.pdf

4. Attachment 1A Contractor Profile Form
5. Attachment 1B Contractor Profile Form
6. Attachment 1C Contractor Profile Form
7. Attachment 2 Contractor References
8. Attachment 3 Cost Summary Form

9. Attachment 4 Governing the Expenditure of Public Funds on Offshore Services
 10. Attachment 5 Demographic Information
 11. Attachment 6 Certificate for Domestic and Ohio Preference
- iv. Offers submitted via facsimile machines will not be accepted.
 - v. Contractors, which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such, alternate terms and conditions in their Offers. DVS reserves the right to declare Contractors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with DVS's terms and conditions, or if they are not in the best interests DVS.
 - vi. Late Offers
 1. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Contractor.

V. Modification or Withdrawal of Offers

- a. Modification to Offers.
 - i. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to DVS must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by DVS will be considered the valid modification.
- b. Withdrawal of Offers
 - i. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

VI. Rejection of Offers

- a. Rejection of Offers. DVS may, at its sole and absolute discretion:
 - i. Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the process;
 - iv. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
 - v. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DVS.

- b. Rejection of a Particular Offer. In addition to any reason identified in subsection A above, DVS may reject an Offer under any of the following conditions:
 - i. The Contractor misstates or conceals any material fact in its Offer;
 - ii. The Contractor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 - iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
 - iv. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
 - v. The Offer has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

- c. Elimination from Consideration
 - i. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the State of Ohio upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the State of Ohio.

 - ii. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the State of Ohio or federal government for a minimum period of three years after this previous contract was terminated for cause.

VII. Domestic and In-State Preferences

- a. The bid award may be subject to the domestic preference provisions of the Buy America Act, 41 U.S.C.A., 10a-10d, as amended, and to the preference for Ohio products under O.R.C. Sections 125.09 and 125.11 and Ohio Administrative Code Rule 123:5-1-06.

- b. ORC 125.09(A) requires that bidders claiming the preference complete the Certificate for Domestic and Ohio Preference form contained in the bidding document. This form must be completed for each bid, failure to do so will result in the bidder being ineligible to receive the preference, regardless of whether they are offering an Ohio product or have significant Ohio economic presence.

VIII. AWARD OF SOLICITATION

- a. DVS shall award the solicitation to the most responsive and responsible bidder through the issuance of a Notice of Intent to Award. The Terms and Conditions, any Technical Specifications, the Bidder's Offer, and the Notice of Intent to Award are collectively an integral part of any agreement between DVS and the successful Bidder. Accordingly, these documents shall be incorporated into a separate contract for services. No services or products shall be provided until the Agreement for Services has been signed by DVS.

IX. APPEAL OF AWARD.

- a. Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions to see what elements the award will be based on. Vendors may appeal the Notice of Intent to Award decision by submitting, **in writing**, to the Agency's Procurement Officer, a request for reconsideration within 72 hours after the Notice of Intent to Award is sent to all participating contractors via Certified Mail, provided that the appeal is sought by the Contractor prior to DVS finalizing a contract with the selected Contractor. Contractors who were deemed non-responsive are ineligible to participate in the appeal of award process.

Standard Terms and Conditions

The following terms and conditions are mandatory under Ohio law for all contracts for the sale of goods or services to the State of Ohio ("the State"), its departments and agencies.

1. **Term of Contract Limited to Current Biennium.** Parties expressly understand and agree that this agreement does not extend beyond the State of Ohio's current budget biennium ending on June 30th of the next odd numbered year. The State's obligation regarding the maximum dollar amount to be paid under this agreement is expressly limited to the current biennium.
2. **Certification of Funds.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including but not limited to O.R.C 126.07 have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.
3. **Independent Contractor Status.** It is fully understood and agreed that the Contractor under this agreement is an independent contractor and neither Contractor nor its personnel shall at any time, for any purpose, be considered public employees for purposes of Ohio Public Employees Retirement System benefits.
4. **Findings of Recovery by the Auditor of State.** Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the agreement is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this agreement.
5. **Payment Due Date.** Payments made by the State of Ohio under this agreement will be due on the 30th calendar day after the later of: 1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or 2) the date the service is delivered and accepted in accordance with the terms of this agreement. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be made in accordance with O.R.C. 126.30.
6. **Campaign Contributions.** Contractor, by signature affixed on this document, hereby certifies that all applicable parties are in full compliance with O.R.C. Section 3517.13. The

Contractor is solely responsible to know the requirements and limitations set forth in O.R.C. Section 3517.13, and to comply with those requirements and restrictions.

7. **Indemnification.** In accordance with the Article II, Section 22, of the Ohio Constitution, Section 131.33 of the Ohio Revised Code, and the opinion of the Ohio Attorney General, the State shall not indemnify the Contractor against any claims by 3rd parties with regard to any of the State's duties and obligation arising under this Agreement. Contractor expressly acknowledges that this agreement does not provide the Contractor any right or claim to indemnification by the State.
8. **Arbitration/Sovereign Immunity/Choice of Law.** The parties understand and expressly agree that the State does not agree to resolve any issues related to this agreement potentially involving the payment of monetary damages by the State through binding arbitration. While nothing in this agreement shall be interpreted as a general waiver of the State's sovereign immunity, to the extent that the State has waived its sovereign immunity and consents to be sued for alleged breaches of the terms and conditions of contracts for the sale of goods and services to the State, such lawsuits may only be brought in the Ohio Court of Claims in accordance with Chapter 2743 of the Ohio Revised Code. This agreement is governed by Ohio law without regard to choice of law and conflicts of law principles.
9. **Confidentiality.** Any provisions in this agreement related to confidentiality of information are subject to Ohio Public Records law, and the disclosure of records pursuant to such law is not a breach of this agreement.
10. **Enforceability.** Any contract that arises from this solicitation or any contract between Contractor and the Ohio Department of Veterans Services is non-enforceable without an accompanying State of Ohio Purchase Order.
11. **Disposition.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its rights, title, or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DVS.
12. **Local, State, and Federal Compliance Requirements.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), Title II of the Americans with Disabilities Act (ADA), those related to the Medicare program and the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and its implementing regulations.
13. **Excused Performance.** If performance of any terms or provisions hereof shall be delayed or prevented due to compliance with any law, decree or order of any governmental agency or authority either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, fire, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

14. **Termination.** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions stated herein, for any reason other than excused performance reasons stated in Number 13 in Standard Terms and Conditions hereof, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the contract effective ten (10) days after the end of said thirty (30) day period. Any contract arising from this solicitation may be terminated by DVS, with or without cause, at any time upon sixty (60) days written notice. Upon termination or expiration, Contractor shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by Contractor, where applicable, remove its owned equipment, and return the premises to DVS, together with all the equipment furnished by DVS pursuant to this contract, in the same condition as when originally made available to Contractor, excepting reasonable wear and tear and fire and other casualty loss. Upon early termination, Contractor is entitled to receive payment based on a percentage of the work completed as determined by DVS.

15. **NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS.** DVS requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department of Administrative Services (DAS). DAS 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 DAS 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, DAS 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.

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Special Terms and Conditions

Scope of Work

I. Responsibilities of Contractor

- a. The Contractor shall deliver, assign, transfer, and convey to DVS all rights, title, and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property prepared or developed or created or discovered under or in connection with this contract.
- b. The Contractor shall furnish professional services performed in accordance with community standards necessary for the satisfactory performance of the work hereunder
- c. The Contractor shall furnish its own support staff necessary for the satisfactory performance of the contract.
- d. The Contractor shall consult with the personnel of the State and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
- e. Contractor shall monitor the activities and outcomes of the Medicaid to VA program in accordance with Ohio Revised Code (ORC) 5902.21.
- f. Contractor shall contact veterans who identify themselves through the Medicaid Landing Page and assess the veteran's needs.
- g. Contractor shall maintain a database of self-identified veterans via the Medicaid Landing page and the contact made with said veterans.
- h. Contractor shall provide the Ohio Department of Medicaid (ODM) with data files containing the complete data extract from the Medicaid Landing Page.
- i. Contractor shall attend monthly Medicaid Landing Page meetings with the interagency group, consisting of, but not limited to, members of DVS, ODM, and the Ohio Department of Aging.
- j. Contractor shall share statistics with the interagency group on a monthly basis.
- k. Contractor shall refer Veterans and their families or guardians to CVSOs for the evaluation/filing of new or upgraded claims with the U.S. Department of Veteran Affairs (VA), providing assistance as necessary.
- l. Contractor shall track and monitor progress of new and upgraded claims and write reports of such progress

- m. Contractor shall respond to inquiries and provide assistance to veterans and their families or guardians related to transitioning from Medicaid to VA assistance for nursing home care
- n. Contractor shall track conversion of veterans from Medicaid beds to VA beds and write weekly reports of such tracking
- o. Refer veterans to employment assistance offices when needed
- p. Inform veterans of the variety of services available at a CVSO, to include financial assistance
- q. Provide feedback of program to interagency group to improve services provided.
- r. Track and monitor progress of veterans who are eligible for VA medical, VA compensation claim, or unemployment assistance.
- s. Respond promptly to veterans returning phone calls and e-mails.
- t. Work with CVSOs who call with questions/concerns of veterans forwarded to their offices.
- u. Contractor shall attend regular meeting of Medicaid to VA program stakeholders.
- v. Contractor shall travel to various locations within the State of Ohio as necessary, at contractor's own expense, to perform the services
- w. Reports.
 - i. Contractor shall provide DVS with reports on a weekly basis
 - ii. In the event that the activities contemplated herein are to be financed in whole or in part by a gift, grant, loan or donation from any person, agency or instrumentality other than DVS, the Contractor shall submit to the State such reports and information and comply with such other conditions as DVS may require in order to fulfill its obligations under any agreement providing for such financial assistance. DVS shall give the Contractor timely notice in writing of such requirements.
- x. Contractor shall be provided office space, a computer, and a telephone to conduct services required under this agreement. Contractor shall obey and observe all DVS Information Technology rules, regulations, and procedures related to the use of State Communication devices and computer systems.

II. Record Keeping Requirements

- i. The Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.
- ii. The Contractor shall keep a separate account for this project (the "Contract Account"). All disbursements made from the Contract Account shall be only for obligations incurred in the performance of this contract

and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. All disbursements from the Contract Account shall be for obligations incurred only after the effective date of this contract, unless specific authorization for prior disbursements has been given in writing by DVS.

- iii. During the period covered by this contract and until the expiration of three (3) years after final payment under this contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency, or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract. The Contractor shall, for each subcontract in excess of forty-five hundred dollars (\$4,500.00), require its subcontractors to agree to the same provisions of this Article.

III. Safeguarding Information.

- a. Contractor agrees to abide by the Standards for Security of Individually Identifiable Health Information at 45 CFR parts 160 and 162 and part 164, subparts A and C, to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of Information that it receives from DVS, and to prevent individuals not involved in performing the services that it provides to DVS from using or accessing the Information.

IV. Compliance with Law

- a. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder, including Ohio Ethics Laws as found in sections 102.01 to 102.09 of the Ohio Revised Code (ORC). Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this contract. DVS shall not be liable for any taxes under this contract.
- b. DVS and the Contractor hereby agree to conduct the business of this Contract in compliance with all statutes and regulatory guidelines of the United States Department of Health and Human services including, but not limited to, those related to the Medicare program and the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and its implementing regulations
- c. Contractor agrees to monitor activities and outcomes of the Medicaid to VA program in accordance with ORC 5902.21.
- d. In the event DVS determines that the services performed under this solicitation requires a separate Business Associate Agreement in compliance with the Health Insurance Portability and Accountability Act of 1994 (HIPAA), the parties shall enter into such an agreement as soon as practical.

V. Rights in data, patents and copyrights: public use

- a. The Deliverables provided by the Contractor under this solicitation shall become the property of the State. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this solicitation shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables, and the Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The Contractor relinquishes any and all copyrights, privileges, and proprietary rights to the Deliverables. The Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.
- b. Neither the Contractor nor any of the Contractor's employees, agents, subcontractors, or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the State prior to application for the patent. In the event that such patent is obtained, the Contractor shall, at the request of the State, provide the State with written authorization for the State and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.

VI. Responsibility for Claims

- a. DVS' liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Contractor under Article VIII or the amount of direct damages incurred by the Contractor, whichever is less. The Contractor's sole and exclusive remedies for the State's failure to perform under the Contract shall be as set forth in this Article. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

VII. Compensation

- a. Contractor shall offer bids based on an hourly rate of compensation.
- b. Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this contract.
- c. Contractor shall perform services on an average of 20 hours per week. Hours may vary based on operational need, determined by DVS.

VIII. Contractor Prior Projects

- a. The Contractor must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the

previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included.

- b. Attachment 1 A to C must be filled out completely for each of the three (3) projects provided. The Contractor must use these forms and fill them out completely to provide the Offeror requirement information.

IX. Contractor References

- a. The Contractor(s) must include a minimum of three (3) references for organizations and/or clients for whom the Contractor has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes a Contractor Reference Form as Attachment Two.
- b. When contacted, each reference must be willing to discuss the Contractor's previous performance

X. Governing the Expenditure of Public Funds for Offshore Services

- a. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, DVS reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. DVS does not waive any other rights and remedies provided DVS in this Contract.
- b. The Contractor(s) must complete the attached Contractor/Subcontractor Affirmation and Disclosure form (Attachment 4) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from DVS has been attained to perform the services outside the United States.

XI. Term of Contract

- a. Any subsequent agreements or contracts arising from this solicitation shall begin on August 15, 2016 and the term of the contract shall be until June 30, 2017, unless it is terminated earlier based on reasons set forth in General Terms and Conditions Section 14.
- b. As a condition of any award resulting from this solicitation, DVS reserves the right to extend the period covered by the ensuing contract under the same prices, terms and conditions stated herein for a maximum of two (2) calendar months beyond the normal expiration date of the contract. Subject to mutual agreement, the period covered by the ensuing contract under the same terms and conditions stated herein can be extended for two (2) additional years in one (1) year increments.
- c. Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of DVS and the Contractor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or

deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of DVS and the Contractor prior to the enactment of such modifications.

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Proposal Form Checklist

SUBMISSION OF BIDS: The original Offer must be received before the due date and time as specified in the Invitation to Bid. Bids may be submitted by standard mail to:

**Ohio Department of Veterans Services
ATTN: Tim Schultz
Agency Procurement Officer
3416 Columbus Ave.
Sandusky, OH 44870**

SUBMISSION: It is imperative you address your submittal envelope as stated above.

SCHEDULE OF ACTIVITIES: The following activities and dates are just a tentative outline of the process to be used to solicit responses and to evaluate each proposal:

August 18, 2016.....Issue Solicitation

August 25, 2016Deadline for submitting questions

September 12, 2016 Submittal deadline

October 1, 2016Award contract

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to *Tim Schultz, Agency Procurement Officer, Ohio Department of Veterans Services, Tim.Schultz@dvs.ohio.gov*. The contractor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent DVS' Purchasing Division who is authorized to act on behalf of DVS. DVS shall not be responsible for interpretations offered by employees of DVS who are not agents' o DVS' Purchasing Division.

Checklist

- | | | | | |
|---|--------------------------|-----|--------------------------|----|
| 1. Contractor has attached the Proposal Form Checklist | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Contractor has attached the Federal Taxpayer ID Form (W9) | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Contractor has attached the Supplier Information Form | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 4. Contractor has attached Attachment 1A, 1B, and 1C- Contractor Profile Form | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

- | | | | | |
|--|--------------------------|-----|--------------------------|----|
| 5. Contractor has attached Attachment 2 Contractor References | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 6. Contractor has attached Attachment 3 Contractor Cost Sheet | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 7. Contractor has attached Attachment 4 Governing the Expenditure of Public Funds on Offshore Services | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 8. Contractor has completed Attachment 5 Demographic Information | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 9. Contractor has completed Attachment 6 Certificate for Domestic and Ohio Preference | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

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ATTACHMENT 1A
CONTRACTOR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Contractor must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment One A, B, and C must be filled out completely for each of the three (3) projects provided. The Contractor must use these forms and fill them out completely to provide the Contractor requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Contractor's Proposal.

ATTACHMENT 1B
CONTRACTOR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Contractor must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment One A, B, and C must be filled out completely for each of the three (3) projects provided. The Contractor must use these forms and fill them out completely to provide the Contractor requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Contractor's Proposal.</p>		

ATTACHMENT 1C
CONTRACTOR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Contractor must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous five (5) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment One A, B, and C must be filled out completely for each of the three (3) projects provided. The Contractor must use these forms and fill them out completely to provide the Contractor requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Contractor's Proposal.</p>		

**ATTACHMENT 2
CONTRACTOR REFERENCES**

Three (3) professional references who have received services from the Contractor in the past five (5) years

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Contractor'(s) role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Contractor'(s) role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Contractor'(s) role in this project.			

ATTACHMENT 3
COST SUMMARY FORM

Contractor shall enter information in all boxes under the column headings of "Price". Failure of the Contractor to enter information in all of the boxes (spaces) under the column headings of "Price" may result in disqualification of the Proposal.

Description	Weekly Estimated Hours	Contractor Bid Hourly Rate	Extended Price (Estimated Hours times Bid Hourly Rate)
Hourly Rate	20		

Notes:

Price must be in U.S. Dollars.

Price may not exceed two (2) decimal places

DVS will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT 4

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

_____ (Address)

_____ (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

_____ (Name)

_____ (Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____ Contractor

Print Name: _____

Title: _____

Date: _____

Attachment 5
Demographic Information

	Nationwide	Ohio
Total Number of Employees		
Percentage of Female Employees		
Percentage of Minority Employees		

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Attachment 6
Certificate for Domestic and Ohio Preference

CERTIFICATION STATEMENTS

I. **DOMESTIC AND/OR OHIO PREFERENCE:** Bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICAN): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
 United States: _____(State) Canada Mexico (Go to B-1)
 Other: (Specify Country) _____ (Go to A-2)
2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
 Yes (Go to Section B-1) No (Go to Section A-3)
3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

_____ (Item)
_____ (Country of Origin)

_____ (Item)
_____ (Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).



B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
 Yes (Go to C) No (Go to B-2)
2. Bidder has significant economic presence within the state of Ohio.
 Yes (Answer a, b, c, d below) No (Go to B-3)
 - a) Bidder has paid the required taxes due the state of Ohio Yes No
 - b) Bidder is registered with the Ohio Secretary of State
 Yes (Charter/Registration No.: _____) No

Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:
<http://www.sos.state.oh.us/>

- c) Bidder has ten or more employees based in Ohio or border state.
 Yes No (Go to B-2d)

- d) Bidder has seventy-five percent or more employees based in Ohio or border state.
 Yes No (Go to B-3)

3. Border state bidder:

- Yes (Specify which state then go to B-2c):
 KY MI NY PA IN No (Go to B-4)

4. Border state bidder: mined products mined in respective border state:

- Yes No Not Applicable

II. **E.D.G.E. DESIGNATION**: Is the bidder a certified E.D.G.E. business

- Yes No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at: <http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT**: Contractor certifies that Contractor is a "**business entity**" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-21. Independent Contractor Acknowledgement.

- Bidder is defined as a business entity Yes No