

INVITATION TO BID

**OHIO BUREAU OF WORKERS' COMPENSATION
30 WEST SPRING STREET, COLUMBUS, OH 43215**

The Original Signed Bid and four duplicate copies must be submitted to the Ohio Bureau of Workers' Compensation to receive consideration for award.

BID NUMBER	OPENING DATE
B05016	MAY 26, 2005

Ohio Bureau of Workers' Compensation
30 West Spring St., Purchasing, L 24
Columbus, Ohio 43215

Federal E.I. No.		

Bidder Name		

Street Address		

City	State	Zip
_____	_____	_____
Telephone		
()	1-800	_____
FAX NO.		Contact Person
()	_____	_____

DATE POSTED **May 9, 2005**

INVITATION TO BID FOR
RECORDS STORAGE AND DESTRUCTION

BID SUBMISSION CHECKLIST

- Bid Cover Sheet Signed
- Bid Number Listed On Envelope, Properly Addressed
- 1 Original / 4 Duplicate Copies Enclosed
- Proof of registration to do business in Ohio
- Bid Prices- signed on same page as the price quote.
- Attachments and Documentation
- Read And Understand All Terms, Conditions And Specifications.

BWC BID LINE

(614) 728-6037

TYPED SIGNATURE
DATE

AUTHORIZED SIGNATURE (ORIGINAL COPY MUST HAVE ORIGINAL SIGNATURE)

SEALED BIDS, for furnishing supplies, materials, equipment or services, as described herein, will be received at the Ohio Bureau of Workers' Compensation until 2:00 pm on the opening date, and then publicly opened. TO BE CONSIDERED AS A VALID RESPONSE AND TO RECEIVE CONSIDERATION FOR AWARD, THIS PAGE, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE, MUST BE RETURNED. ANY OTHER SIGNATURE, LOCATED ELSEWHERE IN THIS BID, AND USED IN LIEU OF THIS SIGNATURE, WILL NOT BE CONSIDERED LEGALLY BINDING UPON THE STATE OR BIDDER AND THE BID WILL BE DISQUALIFIED. By signing this bid, the undersigned acknowledges having read, understood, and agreed to all of the terms and conditions listed therein and to fulfill the requirements of any requirements of any awarded contract at the price quoted.

INSTRUCTIONS FOR SUBMITTING BIDS

1. An ORIGINAL BID is a response to an Invitation to Bid (ITB) that complies with Paragraphs 4 & 11 of these instructions, and contains the cover page issued by the Bureau of Workers' Compensation (BWC). Any ambiguous statements contained in the ITB or resulting Contract shall be construed in favor of BWC.
2. EACH ORIGINAL BID RESPONSE AND FOUR DUPLICATE COPIES MUST BE SUBMITTED IN A SEALED ENVELOPE ("envelope" means any type of sealed, opaque container) WITH THE FOLLOWING CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE: "Records Storage and Destruction", BID NUMBER **B05016**". IF BIDDER IS USING AN "EXPRESS MAIL" OR SIMILAR TYPE OF SERVICE THE BID NUMBER MUST BE EITHER CLEARLY MARKED ON THE OUTSIDE OF THE "EXPRESS" ENVELOPE OR THE BID RESPONSE MUST BE CONTAINED IN A SEALED ENVELOPE WITH THE "EXPRESS" MAILER (THE BID NUMBER MUST BE LISTED ON THE EXTERIOR OF THE SEALED ENVELOPE CONTAINED WITHIN THE "EXPRESS" MAILER). FAILURE TO SUBMIT THE BID IN A SEALED ENVELOPE OR IN AN ENVELOPE WITH THE PROPER INFORMATION CLEARLY MARKED ON THE EXTERIOR SHALL RESULT IN IMMEDIATE DISQUALIFICATION AND NO FURTHER CONSIDERATION GIVEN FOR THE AWARD. FAXED AND ELECTRONIC TRANSMISSIONS ARE NOT ACCEPTABLE.
3. The ORIGINAL BID RESPONSE AND FOUR DUPLICATE COPIES (unless otherwise stated, hereinafter referred to as "bid") must be submitted to BWC by 2:00 pm on May 26, 2005, as listed on the ITB. All bids will be time/date stamped upon receipt by BWC, and such shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids may be submitted to BWC at 30 West Spring Street, L-24, Purchasing Department, Columbus, Ohio 43215-2256. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, 9:00 a.m. - 4:00 p.m., Monday through Friday, excluding recognized holidays. TELEGRAPHS, FACSIMILES, OR ANY OTHER MODE OF TRANSMISSION OTHER THAN STATED ABOVE, SHALL NOT BE CONSIDERED AS A VALID SUBMISSION TO BWC. BIDDERS USING "EXPRESS MAIL" OR SIMILAR TYPES OF SERVICE SHOULD VERIFY WITH THE SERVICE THE REQUIRED ADDRESS TO ENSURE PROPER DELIVERY OF THE RESPONSE TO BWC. BWC WILL NOT BE HELD LIABLE FOR NON-DELIVERY AND/OR LATE DELIVERY OF ANY BID RESPONSE DUE TO A BIDDER LISTING AN INCORRECT ADDRESS.
4. THE ORIGINAL BID RESPONSE must be properly completed, SIGNED BY THE BIDDER, and accompanied by the necessary supportive documentation listed in Paragraph 11. The ORIGINAL BID RESPONSE must contain original signatures of the bidder on both the Cover Page and the Price Quotation. The FOUR DUPLICATE COPIES must each be an exact duplicate of the ORIGINAL BID RESPONSE, accompanied by the necessary supportive documentation listed in Paragraph 11, and must contain the signature of the bidder as it appears on the Original Bid Response.

5. Any bid received after 2:00 pm will be marked as late, remain sealed, and will receive no further consideration for award. LATE bids will be retained in the bid file. Bidders should allow sufficient time for mailing of their bids to ensure delivery to BWC prior to the opening time and date. BWC will not be responsible for a LATE bid due to failure of the bidder to allow sufficient time for delivery of the bid. Bids must be received in the Purchasing Department by 2:00 p.m. Bids inappropriately addressed or delivered elsewhere risk untimely re-routing to the Purchasing Department. Any bids received in the Purchasing Department after the deadline will be marked as untimely and will not be opened regardless of the reason for late receipt.
6. If mailing bids, bidders should allow for sufficient mailing time to ensure timely receipt by the Purchasing Department. All mail and deliveries can be expected to undergo package security screening (amounting to approximately one hour) before receipt in the Purchasing Department. Contractors must anticipate this additional time when arranging for mail or delivery of bids. If attending the opening, Contractors must bring photo identification and should allow for additional time for personal security screening (amounting to approximately twenty minutes) and for package security screening (amounting to approximately one hour) if they are also delivering their bids in person at that time.
7. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of BWC. Any bid which is prepared, completed or altered on the premises of BWC shall be immediately disqualified and receive no further consideration for award.
8. Pursuant to Ohio Revised Code (ORC) Section 125.07, BWC sends by electronic mail notice of all ITBs to all Contractors properly registered with the Department of Administrative Services (DAS). All ITBs, prior to the opening dates, will be posted on a public bulletin board located at BWC. A copy of the ITB may also be obtained by visiting BWC at the Wm. Green Building, 30 West Spring Street, Columbus, Ohio, during regular business hours or by visiting BWC's website, www.ohiobwc.com.
9. Bids shall be publicly opened in the Wm. Green Building, 30 West Spring Street, L-24, Purchasing Department, Columbus, Ohio 43215-2256, on May 26, 2005, at 2:00 p.m. All bids will be read in the presence of BWC personnel and a representative of the Auditor of State. Once bid responses have been read, bids will be made available to any interested bidder in attendance at the scheduled opening. AT NO TIME MAY ANY BID RESPONSE OR PARTS THEREOF, BE REMOVED FROM THE PREMISES. Bids, unless otherwise provided herein, are subject to the Ohio Public Records Act, ORC Section 149.43. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a reasonable copying fee established by BWC. To expedite and properly respond to such public record requests, BWC asks that such requests be submitted in writing. To prevent delays in evaluating bids and awarding Contracts, such requests for recently opened bids will be honored upon completion of the Contract award by BWC.

10. In order to ensure fairness and parity among prospective bidders, from the time of the release of this ITB until a bidder is selected, bidders shall not communicate with any BWC staff concerning this ITB, except as provided in the previous paragraph. If the bidder attempts or undertakes an unauthorized communication, BWC reserves the right to reject that bidder's bid, without evaluation.
11. The content of the bid response shall include the following information. This list might not be all-inclusive, and BWC reserves the right to request additional information. The contents of each section shall be clearly marked. The Bid Proposal shall be accompanied by documentation of the following:
- ◆ The Company Disaster Recovery/Contingency Plan, including a detailed description of how vendor will protect our holding in your facility;
 - ◆ Proof of registration to do business in Ohio
 - ◆ Description of the Proof of Fire protection system. Facility must have a direct fire suppression system in all record storage areas, automatic detection systems, and a fire alarm and detection system connected to a 24 hour personal response monitoring service;
 - ◆ Statement of your vault storage fire rating, which shall be no less than two (2) hours
 - ◆ Proof of liability insurance for Loss/Damage (\$500,000.00)
 - ◆ Proof of general liability insurance (\$100,00.00)
 - ◆ Schedule of pricing w/description of each for any item not listed in paragraph 63 (Price Schedule)
 - ◆ Affiliations of Vendor (Records and information Management associations)
 - ◆ Couriers/deliver drivers must be employees of the vendor and not subcontractors.
 - ◆ Company and drivers must be bonded
 - ◆ All destruction of BWC holding will be completed by the vendor and not subcontractors
 - ◆ Vendor must be able to provide a valid proof of destruction certificate
 - ◆ Destruction operations must be in a separate room from general storage areas.
 - ◆ Evidence of vendor's ability to meet requirements in paragraphs 55 (Quality control)
 - ◆ Evidence of ability to meet all other requirements listed in this ITB
 - ◆ Building must be constructed of fireproof steel or reinforced concrete including all separating walls, floor load capacity sufficient to bear the weight of densely stored records, and walls must have a 2 hour fire rating.
 - ◆ Building must not be located in an area where it is vulnerable to fire, toxic or harmful chemicals, explosions, flooding or electric or magnetic fields that could potentially damage records on various media.
 - ◆ Facility must be owned by vendor – supply a statement of ownership for the storage facility
 - ◆ Security - Building and all records storage areas within the building must be secure from intrusion and unauthorized entry. An anti-intrusion automatic alarm system connected to a 24 hour personal response monitoring service must be in place. Alarms must provide security for windows, ventilation openings and exit/entry doors.

- ◆ Secure shredding- The vendor may not destroy records without the written authorization by the BWC Records Officer or designee.
- ◆ 24 hour retrieval availability
- ◆ Your facility must be a non-smoking facility in areas where records are stored.
- ◆ Statement of confidentiality- All records must be treated as confidential. The vendor must not publish, release or disclose or permit to be published, released or disclosed, any material in their care or any information taken from any material in their care, at any time either before, during or after the storage of the records without the prior consent of the BWC Records Officer or designee.

GENERAL TERMS AND CONDITIONS

12. **HEADINGS.** The headings used in this ITB are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB General Terms and Conditions shall prevail.
13. **GOVERNING LAW; SEVERABILITY.** The ITB, award and the agreement entered into with the selected bidder (hereinafter referred to as "the Contract") are governed by the laws of the State of Ohio. The selected bidder irrevocably agrees to submit to the exclusive jurisdiction of Ohio courts in any matter pertaining to this Contract. If any provisions of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.
14. **INFORMATION REQUESTED.** Bidders shall furnish all information as requested in the ITB. Additional information, necessary for evaluation of the bid, may be attached to the ORIGINAL BID RESPONSE, and shall be properly identified as being part of the bid. BWC reserves the right to request literature, or other documentation for the purpose of clarification, although such documentation may not have been set forth in the ITB. **FAILURE TO PROVIDE REQUIRED INFORMATION SHALL RENDER THE BID INVALID.**
15. **BIDS FIRM.** Once opened, all bids are firm and cannot be altered. Once a Contract is awarded, the Contractor (bidder) shall perform at the prices and terms quoted. All bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.
16. **MODIFICATION OF BIDS.** A bidder may request to modify its bid response **PRIOR TO THE SCHEDULED DATE AND TIME SET FOR BID OPENING.** If changes or alterations are made to the bid response, the original information must be lined or obliterated and the new information inserted. All changes, corrections, or alterations must be legible and initialed by the bidder. **ILLEGIBLE MODIFICATIONS SHALL RESULT IN DISQUALIFICATION OF THE ITEM(S). FAILURE OF THE BIDDER TO INITIAL ANY SUCH MODIFICATION(S) MAY RESULT IN DISQUALIFICATION OF THE ITEM(S) WHICH HAVE BEEN MODIFIED.** BWC reserves the right to request written certification from the

bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting Contract. All documents relating to the modification shall be made a part of the bid file.

17. WITHDRAWAL OF BIDS. PRIOR TO THE SCHEDULED TIME AND DATE FOR OPENING, a bidder may by written notice to BWC request to withdraw its bid response. Such written notice must set forth the reason(s) for withdrawal.
18. CONTRACT COMPLIANCE. During the term of the resulting Contract, BWC shall be responsible to monitor the Contractor's performance and compliance with the terms and conditions of the Contract. If BWC observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. BWC shall be the sole judge of the adequacy of the services. Continued failures on the Contractor's part to comply with the terms and conditions of the Contract may result in the removal of the Contractor from the Contract by BWC.
19. COMPLIANCE WITH APPLICABLE LAWS. The bidder shall be a legally constituted partnership, corporation or limited liability company in compliance with all laws and regulations governing such partnerships, corporations and limited liability companies, as well as the workers' compensation law of Ohio. The bidder shall remain in compliance with the workers' compensation laws of Ohio, and all other Ohio corporate, partnership or limited liability company laws for the duration of any Contract awarded pursuant to this ITB. Failure to maintain Ohio workers' compensation coverage may immediately result in the termination of the Contract.
20. TAXATION. BWC, as an instrumentality of the State of Ohio, is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. BWC does not agree to pay any taxes on commodities, goods, or services acquired from the Contractor.
21. REJECTION OF ANY/ALL BIDS. BWC reserves the right to accept or reject any or all bids, including the selected bid, in whole or in part prior to execution of a Contract by the Contractor and BWC's Administrator. Furthermore, BWC may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided, however, that BWC determines that the amount of the bid is not affected or that a competitive advantage to the bidder does not result. If BWC awards a Contract pursuant to this ITB, and the Contractor is unable or unwilling to perform the work within a reasonable time after the Contract award under the terms and conditions of the ITB, BWC reserves the right to deem the inability or unwillingness to perform the work to be a withdrawal of that Contractor's bid, and BWC may award the Contract to another bidder as the lowest responsive and responsible bidder. BWC will offer the apparently successful bidder a Contract for execution. If the bidder fails to execute such Contract within a reasonable time, BWC reserves the right to reject the bid and award the Contract to another bidder as the lowest responsive and responsible bidder, or to decide not to contract. Any costs or expenses incurred by the Contractor with reference to this ITB prior to a Contract being signed by the Contractor and the Administrator of BWC are solely those of the Contractor.

22. **TERM OF CONTRACT/AWARD.** The Contract will start on or after July 1, 2005 and will continue through June 30, 2007, and shall expire and be of no force or effect after June 30, 2007, unless renewed by BWC or otherwise earlier terminated pursuant to its terms or by agreement of the parties. BWC, at its exclusive option, may renew the agreement by a written notice to the Contractor on or before July 1, 2007, for one additional two-year term.
23. **CREATION OF THE CONTRACT.** A bid, upon acceptance and award by BWC, immediately creates a binding Contract ("the Contract") between the selected bidder (the "Contractor") and BWC. **YOUR SIGNATURE ON YOUR BID SIGNIFIES YOUR INTENTION TO BE BOUND BY THE TERMS OF THE CONTRACT.** The Contract shall contain all the terms and conditions of this ITB, as well as the accepted responses in the bid proposal, except that responses may not change or alter the terms and conditions of this ITB. Unless otherwise provided in the ITB, the Contract may not be canceled or rescinded by the Contractor unless approved by BWC. Failure of the Contractor to meet or perform within the terms and conditions set forth in the Contract shall permit BWC to immediately rescind or cancel the Contract. BWC will seek immediate prorated refunds of annual payments. In addition, BWC may purchase replacement services of comparable quality on the open market. Any costs or additional expenses incurred as a result of the Contractor's failure to meet or perform in accordance with the terms and conditions, in excess of the Contract price, may be assessed to the Contractor. BWC does not waive the right to insist upon future compliance with the Contract specifications when there is any undiscovered delivery of non-conforming services. Any failure of the Contractor to reimburse BWC for such additional costs or expenses, or any continued failure on the part of the Contractor to comply with all terms and conditions in the Contract, may result in the denial of any awards to the Contractor on future bids. In addition, BWC reserves the right to seek any and all available legal and equitable remedies. See Default.
24. **CONTRACT TERMINATION.** If for any reason the Contractor fails to fulfill its obligations under the Contract in a timely and professional manner, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract or applicable Ohio statutes, BWC shall have the right to terminate the Contract by giving thirty (30) days' written notice to the Contractor of such termination by certified U.S. Mail; except that failure to maintain professional liability coverage, comprehensive general liability coverage, or Ohio workers' compensation coverage shall result in immediate termination of the Contract. BWC will have an additional 30 days to secure a new facility for storage of BWC records. BWC will continue to have access to our holdings under the terms of the contract. The vendor will prepare BWC holding for transfer. Transfer will include a complete inventory of all BWC holdings. If BWC's representative observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. Continued failure on the Contractor's part to comply with the terms and conditions of the resulting Contract may result in the immediate removal of the Contractor from the Contract by BWC, or result in the accrual of liquidated damages. In the event that BWC exercises its right to terminate the Contract, the Contractor shall not be relieved of any liability for damages sustained by BWC by virtue of any breach by the bidder, and BWC may withhold any payment due to the Contractor, whether the payment is due to

the Contractor under the Contract or otherwise, for the purpose of set-off until such time as damages to BWC are determined.

25. **TERMINATION FOR CONVENIENCE.** Notwithstanding Paragraph 24 above, BWC, in its sole determination, may terminate the Contract for convenience by giving not less than sixty (60) days' notice in writing to the Contractor of its intent so to terminate for convenience and the effective date of such termination. In the event that termination under this provision is elected, the Contractor shall receive payment for work satisfactorily performed as determined by BWC to the date of termination.
26. **DEFAULT.** BWC declares, and the Contractor acknowledges, that BWC may suffer damages due to the failure of the Contractor to act in accordance with the specification, terms and conditions of the Contract. The Contractor agrees that if BWC does not give prompt notice of such failure BWC has NOT WAIVED any of its rights or remedies concerning the failure of performance by the Contractor. Unless otherwise expressly stated elsewhere in the Contract, the Contractor agrees that it shall correct performance or propose a cure acceptable to BWC within five (5) working days of written, oral, or actual notice thereof. If the Contractor does not correct the failure or failures within the five (5) days, the failure and its lack of correction shall constitute an event of default on the part of the Contractor. In the event that a Contractor is found to be in default and the Contract is canceled by BWC, the Contractor may be held liable for any additional costs BWC incurs in seeking replacement goods and services.
27. **LIQUIDATED DAMAGES FOR LATE DELIVERY.** The Contractor shall be responsible for any and all damages associated with the Contractor's failure to act in accordance with the requirements, term and conditions of the contract. Prior approval by BWC is required to extend the stated delivery date. Approval to extend a delivery date shall be at the discretion of BWC and will be based upon urgency of need, existing inventories, and similar considerations. The Contractor agrees to reimburse BWC for any actual and direct damages resulting from the Contractor's failure to provide supplies or services in conformity with the delivery schedule contained in the contract. In the event actual damages are difficult to ascertain by BWC, the Contractor agrees to pay BWC liquidated damages in the amount of one percent (1%) of the value of the purchase order/request for each calendar day, including weekends and holidays, beyond the stated delivery date. Liquidated damages will be deducted from the invoice prior to payment. If BWC grants an extension of delivery, the Contractor shall not be assessed damages unless the Contractor fails to meet the revised delivery date. Should this occur, BWC may assess applicable damages from the time of the original delivery date. Continued failure to comply with stated delivery dates may constitute an event of default. The Contractor agrees that liquidated damages are not a penalty.
28. **FORCE MAJEURE:** If by reason of Force Majeure the Contractor is unable, in whole or in part, to perform under the contract, the Contractor shall not be in breach of contract during the continuance of such inability. The Contractor shall, however, remedy, with all reasonable dispatch the cause preventing the Contractor from carrying out the obligations under the contract. Except as otherwise provided herein, neither the Contractor nor BWC shall be liable to the

other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure of performance constitute an event of default to the extent that such delay or failure is caused by Force Majeure. The term "Force Majeure" as used herein shall mean without limitation: acts of God; such as epidemics; lightning; earthquakes; fire; storms; hurricanes; tornadoes; floods; washouts; droughts; or other severe weather disturbances; explosions; arrests; restraint of government and people; war; strikes; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which are beyond the reasonable control of the party affected and the party is unable to prevent the event.

29. **PUBLICITY.** Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by BWC.
30. **NONDISCRIMINATION.** The contractor shall comply with all federal and state laws pertaining to equal employment opportunities, including but not limited to all applicable Federal and state Executive Orders. The contractor agrees that in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. Further, no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry. Revised Code Section 125.111 requires contractors that provide supplies or services to the state or any of its political subdivisions to maintain a written affirmative action program for the effective utilization and employment of economically disadvantaged persons, as defined in Revised Code Section 122.71. Contractors are required to file annually a description of the affirmative action program and a report on its implementation with the Ohio Civil Rights Commission and the Department of Development, Minority Business Development Office.
31. **INDEPENDENT CONTRACTOR.** If and when the bidder and BWC execute a Contract resulting from this ITB, Contractor, its agents and employees shall be understood not to be agents or employees of BWC and shall be considered acting solely as independent contractors.
32. **INDEMNIFICATION BY CONTRACTOR.** If and when the bidder and BWC execute a Contract resulting from this ITB, Contractor shall indemnify BWC against any losses, liabilities, damages or expenses (including, without limitation, reasonable attorney's fees and expenses in connection therewith and amounts paid in settlement thereof) resulting from the negligence or other fault of Contractor, its agents or employees to which BWC may become subject in connection with the resulting Contract.
33. **CONTRACTOR'S LIABILITY.** The Contractor's entire liability and BWC's remedies for claims it may have related to or arising out of the Contract for any cause and regardless of the form of action, whether in contract or in tort, shall be

as set forth in the Contract, including all legal and equitable remedies. In addition to the Contractor's liability and BWC's remedies established in the Contract, BWC shall retain such other and further rights and remedies as are available to it at law or in equity.

34. **ADDITIONAL BIDDER INFORMATION.** BWC reserves the right to request additional information, including but not limited to financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, BWC agrees to retain such information as confidential only to the extent permitted by law. All information provided to BWC is deemed to be part of the bid, and a public record, unless expressly excepted from the Ohio Public Records Act by an Ohio court of competent jurisdiction.
35. **DRUG-FREE WORKPLACE.** By submitting a bid, the bidder certifies, to the best of its ability, that all of its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on BWC property. Failure to comply will result in immediate termination of any Contract awarded.
36. **CONFLICTS OF INTEREST.** By submitting a bid the bidder is representing that it presently has no interest and shall not acquire during the term of Contract any interest, direct or indirect, which would conflict with the performance of services which are required to be performed under the resulting Contract. The bidder affirms that no person having such interest shall be employed in the performance of the resulting Contract. The Contractor shall likewise advise BWC in the event it acquires such interest during the course of the Contract.
37. **CONDITIONS PRECEDENT.** This ITB and the resulting Contract are subject to Section 126.07 of the Ohio Revised Code, which provides, among other things, that the Contract shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the BWC appropriation not already designated to pay existing obligations. It is expressly understood by the parties that the Contract is not binding on BWC until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and such expenditure of funds is approved, including, if applicable, by the Ohio Controlling Board and/or the Workers' Compensation Oversight Commission. No Contract shall be binding upon either party until receipt by the contracting bidder of a copy of a fully executed Contract, and compliance with any and all conditions precedent.
38. **PURCHASE ORDERS.** BWC shall not be obligated to pay for any supplies or services provided by the Contractor as a result of the Contract, which are payable from the Administrative Cost Fund, unless and until BWC has issued an official purchase order or request. With the exception of one-time ITBs issued by BWC, this document must contain approval signature of the Office of Budget and Management and an authorized representative of BWC. When noted in the Bid/Contract for purchases of \$500.00 or less, the request may be in either written or verbal form, at the discretion of BWC. The approved purchase order or request shall authorize the Contractor to provide supplies or services as ordered and will obligate BWC to pay for such supplies or services upon completion of

delivery and acceptance of the supplies and/or performance of the service to the satisfaction of BWC. NO OTHER ENCUMBERING METHODOLOGIES SHALL BE ACCEPTABLE FOR PURCHASES PLACED AGAINST THE CONTRACT. ANY OTHER METHOD FOR PLACEMENT OF A PURCHASE AGAINST THE CONTRACT SHALL NOT BE ACCEPTABLE, SHALL NOT BE CONSIDERED AS A VALID PURCHASE AND MAY RESULT IN DENIAL OF PAYMENT AND/OR RETURN OF THE SUPPLIES AT THE CONTRACTOR'S EXPENSE.

39. METHOD OF REMUNERATION AND BILLING PROCEDURES

Upon delivery of goods or performance of the service, as described on any purchase order placed against the Contract awarded, the Contractor shall submit hard copy (in duplicate) invoices directly to:

Bureau of Workers' Compensation
Accounts Payable
P. O. Box 15369
Columbus, Ohio 43215-0369

A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but may not be limited to:

- Contractor's name and address as designated in the ITB;
- Contractor's federal employer identification (E.I.) number;
- the purchase order number authorizing the purchase of services;
- description of services delivered or rendered as specified in the Purchase Order, including time period (date received and date reported).

Defective invoices shall be returned to the bidder noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

Section 126.30 of the Ohio Revised Code, and any applicable rules thereto, are applicable to any resulting Contract and requires payment of interest if, upon receipt of a proper invoice, payment is not made within thirty (30) calendar days, unless otherwise agreed in writing. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code. In the event that BWC does fail to make prompt payment, the bidder is entitled to the interest allowed by law. In no event shall such failure to make prompt payment be deemed a default or breach of Contract on the part of BWC.

Further, payment shall be made to the bidder, in the Contractor's Federal E.I. number, and only as provided for in the response to the ITB. Any changes regarding payment after Contract award shall not be permitted. The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a proper invoice is received by BWC. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

The Vendor for BWC shall provide a monthly invoice that includes the following on separate pages: page 1- Billing period, Customer ID Number, total current charges for work performed in that billing cycle, Page 2- Detailed allocation of funds per department, Page 3- List of services performed broken down by service with quantities and total amount spent per service, Page 4 and all subsequent pages –detailed list of service performed per department with total amount spent per department. Such invoices shall specifically show the job performed. BWC shall carefully examine all invoices, compare them with the work orders and vouchers thereof, and if errors are found, BWC shall require the Contractor to correct them and re-submit to BWC. Any changes to a work order not approved by BWC shall not be paid.

40. **BOOKKEEPING REQUIREMENTS.** The Contractor shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

All disbursements made for the Contract shall be only for obligations incurred in the performance of this Contract and shall be supported by contracts, vouchers, and other data as appropriate for such disbursements. All disbursements for the Contract shall be for obligations incurred only after the effective date of the Contract, unless specific authorization for prior disbursements has been given in writing by BWC.

41. **OHIO ELECTIONS LAW.** The bidder affirms by submitting a bid that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the ORC or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor of Ohio or to his campaign committees.
42. **STATE PROPERTY:** All materials, provided by BWC for the purpose of this contract will remain the property of BWC and must be returned without unnecessary delay upon completion of the contract or upon the request of the BWC Records Management Officer or designee.
43. **USE OF STATE PROPERTY:** Under no circumstances will camera copy, negatives, or any other state property be used for any purpose beyond the scope of this contract. In the event it is determined that state property has been used for other purposes not specified in the contract, the Contractor will be found in default, the contract will be terminated, and any and all remedies available in law or in equity may be claimed.
44. **BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT IT HAS READ THIS ITB, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS REQUIREMENTS, TERMS, AND CONDITIONS, AND FURTHER AGREES THAT THE CONTRACT, AS DEFINED HEREIN, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES AND SUPERSEDES ALL BIDS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE CONTRACT. THE CONTRACT, UNLESS OTHERWISE**

PROVIDED HEREIN, CAN ONLY BE MODIFIED IN WRITING SIGNED BY THE CONTRACTOR AND BWC.

45. CERTIFICATION: Bidder affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

OFFEROR DISCLOSURE OF LOCATION OF SERVICES AND DATA: As part of the proposal/bid quote, the offeror must disclose the following:
The location(s) where all services will be performed;
The location(s) where any state data applicable to the contract will be maintained or made available; and
The principal location of business for the contractor and all subcontractors.

BWC RESERVES THE RIGHT TO DISQUALIFY ANY RESPONSES WHICH TAKE EXCEPTION TO OR LIMIT THE RIGHTS OF BWC UNDER THE ITB, AND THE CONTRACT.

GENERAL DEFINITIONS

46. When used in this ITB or any resulting Contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.
47. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER: A bidder who offers the lowest cost for the services listed in the bid [LOWEST]; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give the bidder a competitive advantage [RESPONSIVE]; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills all evidence of the bidder's ability to execute the Contract properly [RESPONSIBLE].
48. BIDDER: The company and/or authorized representative of the company who has signed and is submitting the signed bid response and who will be responsible to ensure proper performance of the Contract awarded pursuant to the bid.
49. CONTRACTOR: The bidder who, upon awarding of the Contract, becomes the sole Contractor who is considered to be the primary source for providing the services enumerated in the awarded Contract and the party to whom payment will be made upon delivery of the goods and/or completion of the Contract.
50. INVITATION TO BID/CONTRACT: All documents, whether attached or incorporated by reference, used for soliciting bids. Upon completion of the evaluation of the bidder's response, the Invitation to Bid then becomes the Contract between BWC and the selected bidder and is governed by the laws of the State of Ohio.

51. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.

SPECIAL INSTRUCTIONS TO BIDDERS

WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS SUPERSEDE ANY GENERAL TERMS AND CONDITIONS SHOWN IN THIS BID.

52. ESTIMATED QUANTITIES. BWC estimates that it may store 8000 to 11,000 boxes size 15x12x10, 7 ½ x 6x5 or 15x8.5x4 over the term of the original contract. However, BWC does not obligate itself to store quantities or sizes indicated, BWC's requirements may exceed the quantities listed and the Contractor shall be required to furnish appropriate storage space for all requirements during the life of the contract and renewals.
53. RESPONSIBILITY. In order for BWC to determine bidder responsibility, bidder must supply the following information for the past seven (7) years:
- a. Whether the bidder has had a contract terminated for default or cause. If so, it must submit full details, including the other party's name, address, and telephone number.
 - b. Whether the bidder has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, it must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
 - c. Whether the bidder was the subject of any governmental action limiting its right to do business with that entity or any other governmental entity.

If the answer to any item in (a) through (c) is affirmative, the bidder must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a bidder from consideration, at the sole discretion of BWC, such an answer and a review of the background details may result in a rejection of its bid. BWC will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the bidder's performance of the work and the best interests of the State.

54. WORKERS' COMPENSATION. BWC shall require the apparently successful bidder to submit a copy of the certificate proving that its firm and agents are covered by workers' compensation in Ohio within five (5) business days of the tentative award. Failure to provide the certificate within the stated time period shall result in the bidder being deemed as non-responsive, and the bid response

being immediately disqualified with no further consideration given for potential awarding of the Contract.

55. QUALITY CONTROL. All services under the contract must meet commercially accepted quality standards for the type of work performed as determined by BWC. Prior notice of 24 hours shall be given by BWC to the vendor to pull requested boxes for review. The vendor shall:
1. Maintain a maximum temperature of 70°F (21.1°C) with humidity levels at 30 to 50 percent with fluctuation at no more than +/- 3 percent during a 24 hour period for paper and hard copy records.
 2. Maintain records in original boxes until BWC authorizes destruction of records per retention schedule or wear and tear of the box requires materials to be moved to a new box of the same size and quality.
 3. Maintain a concise and accurate inventory of all BWC holdings.
 4. Maintain a running report of all BWC box activity
 5. Bar code all BWC holding upon arrival in order to establish an identifiable location for the box.
 6. Maintain fire retardant shelving units that hold boxes no more than 3 levels high and 2 boxes deep,
 7. Maintain space of 32 to 36 inches between rows according to industry standards.
 8. Maintain BWC records in an area free of vermin and possibility of water damage due to leaky pipes etc.
 9. Maintain BWC records in an area free of ultra violet rays
 10. Maintain working portable fire extinguisher within storage area and personnel trained in proper operation of fire extinguisher
 11. Maintain BWC records away from exterior walls, windows, waterborne services passing overhead and off the floor
 12. Maintain vault storage for machine readable records at industry standard temperature and humidity levels as follows:
 1. Microfilm/fiche- Temp (max)70°(21°C) Humidity 20% to 50%
 2. Magnetic tape -Temp (max) 62° F to 68°F (17°C to 20°C) Humidity 40% to 50%
 3. Magnetic Disks –Temp 65° F to 75° F(18°C to 24°C) Humidity 40% to 50%

56. PUBLIC LIABILITY. Each bidder must carry public liability insurance with limits of not less than one hundred thousand dollars (\$100,000.00) for any one person, one hundred thousand dollars (\$100,000.00) for any one occurrence of death or personal injury, and five hundred thousand dollars (\$500,000.00) for any one occurrence for property damage or loss or destruction of records. A certificate of insurance showing the types of coverage should be submitted within five (5) business days, after notification of contract award, to BWC, including BWC as a named insured.
57. UNRESOLVED FINDINGS FOR RECOVERY: The vendor warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State within the meaning of Ohio Revised Code Section 9.24; provided, however that if the vendor is subject to a finding for recovery pursuant to Section 9.24 (A) and the vendor qualifies for and has taken the necessary steps to resolve the finding for recovery pursuant to Section 9.24 (B), the vendor must provide BWC with specific documentation regarding the resolution prior to the award of the contract under this Request for Proposals. If it is discovered after the contract has been awarded that the vendor was subject to an unresolved finding for recovery on the date the contract was awarded, the contract will be declared "void ab initio," and BWC will not pay for any services rendered or goods delivered under the contract.

58. SCOPE OF WORK

Records Storage/Destruction

This contract shall cover BWC's requirements beginning on or after July 1, 2005 through June 30, 2007, renewable for an additional two (2) years. The vendor will receive and store BWC Records in standard records storage boxes for the duration of the contract. All BWC holding will be stored in one facility not separate facilities owned by the vendor. The vendor will bar code all BWC holding upon arrival. When requested, the vendor will retrieve boxes from shelf and place in reference/viewing area for review by the BWC Records Officer or designee. The vendor will allow BWC access to all BWC holding upon request. The vendor will provide a monthly invoice of all services performed. Upon request by BWC and according to procedures developed by BWC and the vendor, the vendor will destroy only the BWC holding requested to be destroyed. The vendor will take all necessary precaution to ensure no record is destroyed before its stated retention period is reached. The vendor will provide BWC with an accurate inventory of all BWC holdings paper and electronic monthly or provide access to the database system and procedures utilized for tracking BWC holdings. The vendor will provide vault storage with temperature and humidity controls for storage of important and vital electronic (machine readable) records. The vault should be constructed of noncombustible material. The vendor will provide without additional charge the movement of BWC boxes from the current facility to the new vendor facility. The vendor will maintain a separate staging and disposal area thus avoiding intermixing of incoming and outgoing materials.

59. TEST OF RECORDS RETRIEVAL SYSTEM: BWC shall have the right to a full test of the document retrieval system within thirty (30) days of first delivery of documents to the Vendor's storage facility.
60. PACKAGING: All BWC materials/records shall remain in BWC boxes. In the case of an accident and materials are thrown from the BWC box, BWC must be notified and arrangements made for BWC to inspect boxes for possible replacement.
61. DELIVERY SCHEDULE. Upon award of this contract and receipt of an order, the vendor and the BWC Records Officer or designee will devise a schedule to pick-up BWC holding from current vendor and placed in storage at new vendor location within three weeks. Delivery of new deposits to the vendor location will be done by BWC Delivery Services Staff at intervals at the discretion of the BWC Records Officer or designee. The Records Officer will give at least 24 hours notice of all new deposits being delivered. Boxes being delivered to BWC can be delivered by the vendor at the rate described in vendor price sheet. Boxes being picked up by the BWC Records Officer or BWC Delivery Services staff will be picked up at without charge to BWC. BWC Delivery Services staff are not responsible for loading or unloading materials at the vendor site.
62. SHIPMENT OF DOCUMENTS: Documents shipped by the vendor to BWC shall be made to the BWC William Green Building, 30 West Spring Street, Columbus, Ohio 43215 between 8:00 am. and 4:00 p.m. Monday through Friday. Documents being shipped to the vendor shall be made to vendor location between 8:00 am. and 4:00 p.m. Monday through Friday.

Boxes should be wrapped with shrink wrap of suitable thickness and quality to insure arrival at destination in a satisfactory and usable condition. Cartons must be packed

solidly with the material laid flat on the bottom of the containers. Top and bottom flaps must be closed and fastened firmly.

63. SCHEDULE OF PRICES

To include:

- 1. INITIAL SET-UP FEE - Includes movement of current inventory to new location, shelving, bar coding/scanning and initial data entry, first month storage fee

- 2. Storage per box _____
- 3. Pickup and Delivery _____
- 4. Refiles _____
- 5. Retrievals _____
- 6. Certified destruction _____
- 7. Rush request _____
- 8. Onsite pick up/delivery _____
- 9. Computer reports _____
- 10. Standard cartons _____
- 11. Termination/Permanent removal fee _____
- 12. Research fee _____
- 13. Faxing _____
- 14. Billing cycle _____
- 15. Vault storage _____
- 16. Web access charges _____

Signature: _____

Date: _____

Revised 05/05/05

**SAMPLE
AGREEMENT
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
VENDOR NAME**

This is an Agreement by and between *VENDOR NAME*, (hereinafter referred to as the "Vendor"), having offices at *ADDRESS*, and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

Whereas, the Bureau issued an ITB # B05016 for Records Storage and Destruction, and the Contractor submitted the best responsive and responsible response to the Invitation to Bid;

Now, therefore, the parties hereto mutually agree to perform the contract in accordance with the Invitation to Bid and the Vendor's Response, which are hereby incorporated by reference as if fully rewritten herein. Furthermore the parties agree that if there is any conflict between the Invitation to Bid and the Contractor's Proposal, the Invitation to Bid controls.

CONDITIONS PRECEDENT: The parties agree that as a condition precedent, any applicable approvals of the Office of Budget and Management must be given before obligations under this Agreement commence.

FEES: The parties agree that the Vendor shall submit a proper invoice.

TERM: The Contract will start on or after July 1, 2005 and will continue through June 30, 2007, and shall expire and be of no force or effect after June 30, 2007, unless renewed by BWC or otherwise earlier terminated pursuant to its terms or by agreement of the parties. BWC, at its exclusive option, may renew the agreement by a written notice to the Contractor on or before July 1, 2007, for one additional two-year term.

CONTRACT DISCLOSURE: LOCATION OF SERVICES, DATA:

As part of this Agreement, Vendor shall disclose the following:

- (1) The location(s) where all services will be performed;
- (2) The location(s) where any state data applicable to the contract will be maintained or made available; and
- (3) The principal location of business for the contractor and all subcontractors.

In witness whereof, the parties hereunto affix their signatures this _____ day of _____, 2005.

VENDOR NAME

TAX ID # _____

Risk # _____

Printed Name _____

Printed Title _____

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

James Conrad, Administrator/CEO

ITB Records SAMPLE contract.doc

DATE

