

# REQUEST FOR PROPOSALS (RFP)

## RFP Number: DEVSBI005

The Ohio Department of Development, Strategic Business Investment Division, is requesting proposals for:

### Ohio Job Ready Sites Program

RFP Issued: January 26, 2010  
Inquiry Period Begins: January 26, 2010  
Inquiry Period Ends: February 19, 2010  
Proposals Due: February 23, 2010

Submit Proposals to:

Michael Ashford, Agency Procurement Officer  
Ohio Department of Development  
Budget & Finance Office  
77 S. High St., 27<sup>th</sup> Floor  
Columbus, OH 43215  
[Procurement@development.ohio.gov](mailto:Procurement@development.ohio.gov)  
(614) 466-5962

**This RFP consists of five (5) parts and three (3) attachments, totaling thirty-one (31) consecutively numbered pages. Please verify that you have a complete copy.**

**Please submit all inquiries about this RFP through the State Procurement web site at [www.ohio.gov/procure](http://www.ohio.gov/procure). Please refer to Part Three of this RFP, "General Instructions", for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.**

## **PART ONE: EXECUTIVE SUMMARY**

### **Purpose**

The Ohio Department of Development (Development), Strategic Business Investment Division is seeking proposals from qualified individual or organization to administer administers the Ohio Job Ready Sites (JRS) Program. The JRS Program begins the funding cycle with a pre-application round. As a service to potential applicants, the Department accepts pre-application forms describing proposed projects, reviews them and provides feedback using a standard format. Thereafter, the State's 19 District Public Works Integrating Committees (DPWIC) are the initial recipients of all formal competitive applications, with each of the 19 DPWICs reviewing and recommending to the Department up to six of their most qualified applications for each funding period. The Department then performs its own technical review of all recommended applications and submits to the State Controlling Board for approval of those applications to receive funding.

The Department is requesting proposals from site selection, engineering, and/or site development qualified firms to assist in the Department's technical review and recommendation of applications forwarded by the DPWICs.

### **Background**

The JRS Program, authorized by Ohio Revised Code (ORC) §122.086, was created to bolster the State's inventory of available facility locations served by utility and transportation infrastructure. Sites improved under the program are kept ready for future business prospects seeking locations for new or expanded operations.

The State will sell \$150 million in bonds during a seven-year period to fund the availability of the JRS Program grant awards. The bond proceeds will be appropriated and awarded as follows: \$30 million during each of the first three years of the program (state fiscal years 2006 through 2008), with \$15 million awarded during each of the remaining four years of the program (state fiscal years 2009 through 2012).

The purpose of the program is to provide funding assistance to create sites that are available for immediate development by business prospects. The JRS Program creates sites that fill identified market gaps in Ohio's portfolio of sites. This may be accomplished by creating sites that do not currently exist, or if they do exist, are not in sufficient supply to accommodate the site needs of business prospects that approach the Department for location assistance. Grant funds are used strategically to create an inventory of speculative sites ready for immediate development by end users.

The program achieves its purpose of filling market gaps by requiring sites, once improved under the JRS Program, to be "certified" as satisfying a number of pre-defined, rigorous site development standards. To become a "certified" site means a third party site selection and/or engineering firm will deem the site as having conditions that meet the demands of current and

future industrial and commercial development opportunities. All certified sites are then added to a statewide inventory of sites with similar qualifications and will be strongly marketed through various outlets.

### Overview of Scope

The Department is requesting proposals from site selection, engineering, and/or site development qualified firms (Consultant) to assist with the technical review of applications submitted under the JRS Program's competitive application process. The Consultant will be responsible for assisting the Department directly in its technical review of the JRS Program applications forwarded by the State's 19 DPWICs.

For this combined competitive application funding round, the DPWICs may forward to the Department up to six applications.

The Department received 57 applications during the second funding round. However, three applications withdrew throughout the process. Given this number, the Department anticipates receiving a similar number of competitive applications from the DPWICs. In any event, the maximum number of applications the Department can receive from the DPWICs is 114.

On May 3, 2010 the Department will receive JRS applications forwarded by the DPWICs. Once received, the Department will conduct initial completeness review and processing functions.

On or before May 10, 2010, the Department will provide copies of the application to the Consultant.

On or before June 30, 2010 the consultant will have conducted all of the following according to its technical review assistance responsibilities under this request for proposals (RFP):

- The Consultant will assist the Department in the technical review of JRS Program applications forwarded by the DPWICs, including but not limited to conducting site visits and reviewing completed application forms, attachments, and exhibits. The Consultant will be directed to assist in reviewing only those applications that are determined by the Department to be sufficiently complete to allow for such review.
- The Consultant, using the JRS Program's various scoring methodologies, will assist the Department in scoring and ranking each JRS Program application in accordance with the applicable scoring guidance.
- The Consultant, jointly with the Department, will discuss application scores and priority rankings and assist in making final determinations as to funding recommendations. The consultant will prepare a written summary of technical review results and present to the Director of the Department materials to facilitate the selection of the best possible applications.

- The Consultant, jointly with the Department, will conduct a post-decision technical assistance session to discuss the strengths and weaknesses of the JRS Program's competitive application process.

The technical review activities conducted with the Department will incorporate and leverage the Consultant's engineering, site selection, and site development expertise in helping to score applications.

### Proposal Requirements

The Department is requesting interested Consultants respond to this RFP by addressing the following issues relevant to performing technical review functions under the JRS Program. Responses should be as specific as possible. Please limit responses to no more than 15 total pages, exclusive of resumes, financial and annual reports, W-9, and DMA Forms.

- Provide a brief description of the Consultant's relevant experience with each of the following:
  - Evaluation of site development and infrastructure improvement plans for the purpose of preparing discrete sites for large-scale business and industrial development;
  - Conducting technical due diligence reviews for corporate site selectors to determine sites' technical feasibilities and attractiveness; and
  - Regional or national site searches for corporate site selectors, with demonstrated success compiling, evaluating, priority ranking, and recommending site viability options.
- List at least three references of clients for whom the Consultant performed the relevant activities listed above. Include with each reference the name, telephone number, and e-mail of the client's project manager or other individual acting as the client's primary point of contact with the Consultant. Include a brief summary of the responsibilities completed by the Consultant.
- Provide an overview of the qualifications and relevant experience of the Consultant's staff members who will work on this technical review project, including the designated project manager. Include resumes for each of the team members assigned to the project.
- Provide a comprehensive overview of services that the Consultant would provide under this request.

- Identify the estimated length of time necessary to provide the requested technical review services as described in the comprehensive overview. The Consultant must set forth a schedule detailing the completion of technical review functions at milestone dates. Note the Consultant is expected to work in coordination with the Department to complete technical reviews of each application. Work completed and submitted by the Consultant should incorporate any input and feedback from the Department provided during joint meetings, telephone conference calls, and e-mailed correspondence. The Department estimates, at a minimum, the following meetings will require the Consultant's attendance: a project kick-off meeting; three application review meetings; three application presentation days; one recommendation meeting with the Director of the Department.
- Provide a statement confirming the Consultant's ability to complete any technical review functions which include but are not limited to application reviews and scoring and site visits performed under the RFP on or before June 30, 2010.
- Provide a statement confirming the Contractor's ability to complete a written summary of technical review results on or before June 30, 2010.
- A Consultant or the Consultant's organization that has assisted a potential or actual applicant prepare formal materials (including pre-applications) requesting JRS Program assistance during the current funding round will not be considered under the RFP. The Consultant must include in its submission a statement that it did not, has not, and will not assist an applicant in preparing such materials. Further, the Consultant must provide a statement agreeing to disclose conflicts of interest immediately as the Consultant becomes aware of them during the course of its technical review functions.
- Provide a detailed budget for the project. The budget must be submitted in the format by identifying the price per hour – per application<sup>1</sup> for all applications submitted during the current funding round. Ancillary services should be separate from the above application list and represented by an hourly rate<sup>2</sup>. Provide a "not to exceed" cost for the requested services.
- Demonstrate the Consultant's familiarity with the JRS Program's enabling statutes and program guidelines. List any previous experience in working on the JRS Program.
- Proposals must provide information describing the Consultant's capability to perform all requested services, including a brief company history of sales growth and annual reports.

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<sup>1</sup> The Department requires the Consultant to factor into its pricing scheme a blended hourly rate for performing technical reviews of applications that includes employees' hourly cost and travel expenses. No individual travel expenses shall be paid under this contract. No distinction between individual employee salaries should be provided

<sup>2</sup> The Department requires the Consultant to factor into its pricing scheme a blended hourly rate for all ancillary services that will be provided under this contract. No travel expenses will be paid under this contract. No distinction between individual employee salaries should be provided.

- Name the location from which the Consultant would provide services (inside and/or outside Ohio).
- Provide data indicating that the Consultant is in compliance with Buy America and Buy Ohio (i.e., when possible, Consultant makes notable efforts to purchase Ohio and American made products before considering imports).
- Provide data indicating, both nationwide and in Ohio, the total number of employees, percentage of women employees, and percentage of minorities.
- Submit a completed Internal Revenue Services (IRS) Form W-9, available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.
- Submit a completed Vendor Information Form, available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.

## **PART TWO: STRUCTURE OF THIS RFP**

### **Parts**

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

### **Attachments**

- Appendix 1 - Agreement for Services (This is the standard contract terms and conditions document that is subject to change at time of contract award)
- Appendix 2 - JRS Program Utility Standards for Site Certification by Category
- Appendix 3 - Ohio Job Ready Sites Program Request for Proposal Scoring Sheet

### **PART THREE: GENERAL INSTRUCTIONS**

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

#### **Calendar of Events & On-line Information**

The schedule for this RFP is given below and is subject to change. Development may change this schedule at any time. If Development changes the schedule before the Proposal Due Date, it will do so through an announcement on the State Procurement web site area for this RFP at the following link: <http://procure.ohio.gov/proc/index.asp>. The web site announcement will be followed by an addendum to this RFP, which also will be made available through the same State Procurement web site.

It is each prospective Proposer's responsibility to check the State Procurement web site's question-and-answer area for this RFP for current information and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP Inquiry process, set forth below, no contact related to this RFP shall be made with Development until a contract award is announced. Notwithstanding this prohibition, Development, at its sole discretion, may request additional information as part of the review process outlined below.

#### **Firm Dates**

RFP Issued:	January 26, 2010
Inquiry Period Begins:	January 26, 2010
Inquiry Period Ends:	February 19, 2010 at 8 A.M.
Proposal Due Date:	February 23, 2010 at 4 P.M.

#### **Estimated Dates**

Contract Award Notification:	March 5, 2010
Issuance of Purchase Order:	To be determined

#### **Proposal Submittal**

Proposals are to be submitted on 8.5 x 11-inch paper, with margins of not less than  $\frac{3}{4}$  of an inch on all sides. Font must be 11 point or larger and all pages must be numbered consecutively. Limit proposals to no more than 15 pages, exclusive of resumes, financial and annual reports, W-9, and DMA Form.

Submit one original and two complete hard copies of each proposal. The original copy must include an electronic version of the proposal, in its entirety, in PDF format. **All proposals must be received no later than 4:00 p.m. on February 23, 2010 at the following office:**

Michael Ashford, Agency Procurement Officer  
Ohio Department of Development  
Budget & Finance Office  
77 S. High St., 27<sup>th</sup> Floor  
Columbus, OH 43215  
[Procurement@development.ohio.gov](mailto:Procurement@development.ohio.gov)  
(614) 466-5962

Proposers are advised there will be no opportunity to correct mistakes or deficiencies in their submitted materials after the Proposal Due Date. Proposals that are incomplete or otherwise missing required information may not be evaluated.

It is the Proposer's responsibility to ensure timely submission of a complete proposal. Late proposals will not be scored. Development is under no obligation to consider a proposal which is received after the Proposal Due Date or that is incomplete. Proposals that are not submitted in the format requested will not be scored.

No supplementary or revised materials will be accepted after the Proposal Due Date unless specifically requested by Development.

All costs incurred in the preparation of the proposal shall be borne by the Proposer alone, and Development shall not contribute, in any way, to the cost of the preparation of the proposal.

Any and all documents developed by the Proposer during the course of this project will be provided to Development upon request and will become the property of Development, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted in response to this RFP shall be a public record unless a statutory exception exists that would protect the information from release to the public. Any information submitted with the proposal which the Proposer reasonably believes to be a trade secret, as that term is defined in Section 1333.61 of the Ohio Revised Code, may be designated as such by marking the information as follows: the phrase "trade secret," marked with two asterisks on each side, must be placed at the beginning and end of the trade secret information (example: **\*\* TRADE SECRET \*\***). In addition, the trade secret information shall be underlined. Information determined to be a trade secret under the laws of the State of Ohio may be protected as trade secrets by Development in accordance with Ohio law.

Development reserves the right to:

- Accept or reject any and all proposals and/or bids if Development determines that it is in the best interests of the State to do so
- Rebid this RFP, requesting new proposals from qualified firms
- Waive or modify minor irregularities in proposals received
- Negotiate with Proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio
- Require the submission of modifications or additions to proposals as a condition of further participation in the selection process
- Fund any proposal in full or in part; any assignments of work by Development under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more Proposers submitting responses will be awarded contracts
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate
- Contact Proposer to clarify any portion of the Proposer's submittal

If, during the review process, Development determines that it is necessary to make further distinctions between certain Proposers, Development may request certain selected Proposers to make a presentation to staff and reviewers.

In accordance with federal and state statutes and Development policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

#### Inquiries

Prospective Proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective Proposers must use the following process:

1. Access the State Procurement web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find it Fast."
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.

5. Click the “Find It Fast” button.
6. On the document information page, click the “Submit Inquiry” button.
7. On the document inquiry page, complete the required “Personal Information” section by providing the following:
  - a. First and last name of the prospective Proposer’s representative who is responsible for the inquiry;
  - b. Name of the prospective Proposer;
  - c. Representative’s business phone number; and
  - d. Representative’s e-mail address.
8. Type the inquiry in the space provided, making certain to include the following:
  - a. A reference to the relevant part of this RFP;
  - b. The heading for the provision under question; and
  - c. The page number of the RFP where the provision can be found.
9. Click the “Submit” button.

Prospective Proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective Proposer who submitted the inquiry will not receive an e-mail response to the question, but will need to view the response on the State Procurement web site where it will be posted for viewing by all prospective Proposers.**

Prospective Proposers may view inquiries using the following process:

1. Access the State Procurement web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select “Find it Fast.”
3. Select “Doc/Bid/Schedule #” as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the “Find It Fast” button.
6. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

**Development will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. Development will not respond to any inquiries received after 8 A.M. on the Inquiry Period End Date.** Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with Development staff or any other agency of the State to discuss this RFP may result in the Proposer being deemed ineligible.

## **PART FOUR: EVALUATION OF PROPOSALS**

### **Evaluation Process**

The evaluation process may consist of up to four distinct phases:

1. The procurement representative's initial review of all proposals for timely submission;
2. The evaluation committees review of the proposals for defects and scoring;
3. Request for more information (interviews, presentation, and/or demonstrations); and
4. Negotiations.

The Department may decide whether phases three and four are necessary. The Department has the right to eliminate or add phases three or four at any time in the evaluation process. The Department may also add or remove sub-phases to phases 2 through 4 at anytime if the Department believes doing so will improve the evaluation process.

In the proposal evaluation process, the committee will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

- A. The Consultant's relevant experience in evaluating site development and infrastructure improvement plans and conducting technical reviews and site selection searches for corporate site selectors. (45 Points)
- B. The Consultant's staff availability and relevant experience in working with site selection and review. (25 Points)
- C. The Consultant's ability to perform the requested services in a cost-effective manner. (25 points)
- D. The Consultant's demonstrated familiarity with the Ohio Job Ready Sites (JRS) Program, its enabling statues and program guidelines, and the program's historical development. (5 points)

A sample copy of the evaluation form that will be used to score the proposals during the evaluation process has been made available as an attachment in appendix 3 of this RFP. The evaluation form is subject to change prior to the evaluation process. If there is a change to the evaluation criteria an addendum to the RFP will be issued prior to the submission due date.

## **PART FIVE: CONTRACT AWARD**

### **Contract Award Process**

It is Development's intention to award one or more contracts under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as Development determines that doing so is in the State's best interests and Development has not otherwise changed the award date.

Any award decision by Development under this RFP is final. After Development makes its decision under this RFP, all Proposers will be notified in writing of the final evaluation and determination as to their proposals.

Development will issue a notice of contract award to the selected Proposer(s), and finalized contract terms and conditions will be forwarded for signature. Once three executed copies of the contract are submitted by the Proposer(s), and pending any further approvals that may be required (e.g., State Controlling Board), Development will fully execute the contract.

Once the contract is fully executed, Development will issue to the Proposer(s) one (1) copy of the signed instrument for its/their files.

### **Number of Awards**

Development anticipates making one award(s) depending on program needs and the fit of the Proposer(s) to the scope of this RFP.

### **Funding Approval Threshold**

In the event that contractual expenditures with the selected Proposer(s) will exceed \$50,000 in spending under any contract that result from this RFP, or that otherwise exceed \$50,000 in aggregate spending across all contracts between the contractor and Development, the contract will be subject to the approval of the State of Ohio Controlling Board.

# **Appendix 1:**

## **Development's Standard Agreement for Services**

### AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development (“Sponsor”)**, and \_\_\_\_\_ (“**Contractor**”). This Agreement shall have the following ODOD Agreement Control Number of \_\_\_\_ 10-\_\_\_\_.

1. Controlling Board Approval. Pursuant to Ohio Revised Code (ORC) Section 127.16(B), this Agreement shall not be valid and enforceable until the Controlling Board of the State of Ohio has approved the expenditure of the funds pursuant to the terms of this Agreement. As a result, funds in an amount not to exceed \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) have been made available to the Contractor by the Controlling Board Action No. DEV \_\_\_\_\_ dated \_\_\_\_\_, 2009, for the purposes of securing the services of the Contractor as more specifically described in this Agreement.

2. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, “Scope of Work,” which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

3. Sponsor’s Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

4. Time of Performance. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on \_\_\_\_\_ and all activities under this Agreement shall be completed not later than \_\_\_\_\_, on which date this Agreement expires. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.

5. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor’s receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ and No/100 United States Dollars (\$\_\_\_\_, \_\_00.00). For fiscal purposes \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) shall be allocated from fiscal year FY2010 funds and \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) shall be allocated from fiscal year FY2011 funds.

6. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- (a) Performance of the service described in Exhibit I;
- (b) Date or dates of the rendering of the service;
- (c) An itemization of the things or service done, the material supplied or the labor furnished; and
- (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

7. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personnel expenses associated with the performance of this Agreement.

8. Travel Expenses. If contemplated under this Agreement, Contractor, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time.

9. Termination. Either Sponsor or Contractor may terminate this Agreement upon thirty (30) days written notice to the other party if it is determined that the product and application of the activities set forth in Exhibit I is inadequate for the intended use, can not be feasibly adapted for the intended use, or upon just cause. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

10. Records Maintenance and Access.

(a) Maintenance of Records. Contractor shall establish and maintain for at least three (3) years after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Contractor's performance of its obligations under this Agreement. Contractor also agrees that any records required by Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between Sponsor and Contractor shall be maintained for the time needed for the resolution of such question or dispute.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to Sponsor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, records of personnel. Sponsor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Contractor. Contractor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 10(b) from Contractor's other records of operation.

11. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required,

such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that Sponsor gives Contractor written notice that such funds have been made available to Sponsor by Sponsor's funding source. Sponsor shall provide Contractor with written evidence of the Controlling Board action within 30 days after the date on which the Controlling Board considered the appropriation request.

12. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

13. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Sponsor of any of its rights hereunder.

14. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Contractor's performance of the obligations or activities in furtherance of the Project which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims.

15. Ohio Ethics Laws. In accordance with Executive Order 2007-01S, Contractor, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§2921.01, 2921.42, 2921.421 and 2921.43, and §§3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State.

16. Ohio Elections Law. Contractor affirms that, as applicable to Sponsor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code 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 or to his campaign committees.

17. Conflict of Interest. No personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement shall, prior to the completion of such work, voluntarily or

involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Sponsor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

18. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. Adherence to State and Federal Laws, Regulations. Contractor agrees to comply with all applicable federal, state, and local laws related to the Contractor's performance of the obligations of this Agreement. The Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation 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 requirements of this Agreement.

20. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Sponsor any funds paid under this Agreement.

21. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Contractor must certify compliance with Ohio Revised Code Section 2909.33.

22. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

(c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, the License and Service Agreement, then the language of Exhibit I, License and Service Agreement shall control as being the more specific terms and conditions of the Agreement.

(f) Notices. All notices, consents, demands, requests and other communications which may or are required to

be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

Ohio Department of Development  
\_\_\_\_\_ Division  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attention: Director, \_\_\_\_\_ Division  
Fax No.: (614) \_\_\_\_\_

In case of Contractor, to:

[Name]  
[Address]  
  
Attention: \_\_\_\_\_  
Fax No.: (614) \_\_\_\_\_

Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of Sponsor and Contractor.

- (g) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- (h) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (i) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (j) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement For Services on the last day and year set forth below.

CONTRACTOR:

\_\_\_\_\_

SPONSOR:

**State of Ohio**

**Department of Development**

Lisa Patt-McDaniel

Interim Director

Ohio Department of Development

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **Appendix 2:**

## **JRS Program Utility Standards for Site Certification by Category**

**Appendix 2**

<b>JRS Program Utility Standards for Site Certification by Category</b>					
	<b>Water (MGD)</b>	<b>Sanitary Sewer (MGD)</b>	<b>Electric</b>	<b>Gas<sup>3</sup> (CFH)</b>	<b>Telecom</b>
<b>Mega-Manufacturing (0-1)<sup>4</sup></b>	1.0	0.75	Adequate delivery voltage and capacity for 12MW demand with reliable service characteristics	600,000	Reliable service via modern infrastructure. Looped Fiber preferred
<b>Manufacturing (2-4)<sup>5</sup></b>	0.50	0.30	Adequate delivery voltage and capacity for 6MW demand with reliable service characteristics	300,000	Reliable service via modern infrastructure. Looped Fiber preferred
<b>Smart Office (0-2)<sup>6</sup></b>	0.25	0.25	Adequate delivery voltage and capacity and reliable service characteristics	Available	Reliable service via modern infrastructure. Looped Fiber preferred
<b>Technical Center/ Research Laboratory (2-4)<sup>7</sup></b>	0.50	0.30	Adequate delivery voltage and capacity and dual feed from separate subs	Available	Reliable service via modern infrastructure. Looped Fiber preferred
<b>Existing Industrial Building (2-4)<sup>8</sup></b>	0.50	0.30	Adequate delivery voltage and capacity and reliable service characteristics	300,000 CFH	Reliable service via modern infrastructure. Looped Fiber preferred

<sup>3</sup> Pipeline to site must have the ability to carry listed capacity from the transmission line with excess capacity. Tapping of the transmission line is not required, but plans must be in place so that no more than ninety (90) days are required to tap the line once an end user is found for the site.

<sup>4</sup> Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

<sup>5</sup> Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

<sup>6</sup> Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

<sup>7</sup> Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

<sup>8</sup> Estimated number of projects to be funded by site certification category. Estimate based on the current distribution of projects by category in the program inventory.

# Appendix 3:

## Ohio Job Ready Sites Program Request for Proposal Scoring Sheet



**OHIO JOB READY SITES PROGRAM  
REQUEST FOR PROPOSALS  
SCORING SHEET**

This scoring sheet is for use by the Ohio Department of Development to score proposals submitted under the Ohio Job Ready Sites Program’s Request for Proposals – Technical Review.

A total of 100 points are available, with points allocated according to the following:

1. The Consultant’s relevant experience in site selection, business recruitment, economic development, architecture, engineering, and/or site condition assessment. (45 Points)
2. The Consultant’s staff availability and relevant experience in working with site certification. (25 Points)
3. The Consultant’s ability to perform the requested services in a cost-effective manner. (25 Points)
4. The Consultant’s familiarity with the Ohio Job Ready Sites Program, its enabling statutes and program guidelines, the program’s historical development and its certification processes. (5 Points)

For definition purposes of this scoring sheet please assume the following:

*Acceptable* indicates that the respondent addressed the question with little or no additional detail or supporting documentation.

*Preferable* indicates that the respondent addressed the question with detail, provided some supporting documentation and/or examples.

*Extraordinary* indicates that the respondent addressed the question and provided detailed and thoughtful responses. The respondent went above what was requested and provided supporting documentation and/or examples.

If the respondent did not address any of the below questions in their proposal, the total score for that particular question should be zero.

Use this scoring sheet to evaluate each proposal – complete one sheet for each proposal you review and evaluate. All completed scoring sheets must be submitted to Sheena Metzger, Administrator, Ohio Job Ready Sites Program after the group consensus scoring.

**EVALUATOR INFORMATION**

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**RESPONDENT INFORMATION**

Respondent Firm Name: \_\_\_\_\_

**SECTION 1: RELEVANT EXPERIENCE**

Relevant experience in site selection and development, business recruitment, economic development, architecture, engineering, and/or site condition assessment (45 Points)

Evaluation Criterion	Criterion Value	Score
Respondent described experience in evaluating site development and infrastructure improvement plans for site selection services	5	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	4	
Respondent's experience is <i>preferable</i>	7	
Respondent's experience is <i>extraordinary</i>	10	
Total:		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent described the process for comprehensive technical review of the applications	5	
In relation to the above response, choose one of the following:		
Respondent's description is <i>acceptable</i>	4	
Respondent's description is <i>preferable</i>	7	
Respondent's description is <i>extraordinary</i>	10	
Total		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent described experience in conducting technical due diligence reviews in reviewing, ranking, and recommending sites to corporate site selectors	2	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	4	
Respondent's experience is <i>preferable</i>	6	
Respondent's experience is <i>extraordinary</i>	8	
Total		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent described its experience with at least three "large-scale" clients	1	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	2	
Respondent's experience is <i>preferable</i>	3	
Respondent's experience is <i>extraordinary</i>	4	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 45</b>	<b>POINTS AWARDED FOR SECTION 1:</b>
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**SECTION 2: STAFFING**

Staff availability and relevant experience in working with site certification (25 Points)

Evaluation Criterion	Criterion Value	Score
Respondent described the qualifications and relevant experience of its team members to work on this project	2	
Choose one of the following:		
Named team members assigned to this project include not more than <i>one</i> site selection professional with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	2	
Named team members assigned to this project include either <i>two or three</i> site selection professionals with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	4	
Named team members assigned to this project include <i>four or more</i> site selection professionals with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	6	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	3	
Respondent's experience is <i>preferable</i>	5	
Respondent's experience is <i>extraordinary</i>	7	
Total:		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent described a schedule and timeframe for certifying project sites	2	
In relation to the above response, choose one of the following:		
Respondent's timeframes are <i>acceptable</i>	4	
Respondent's timeframes are <i>preferable</i>	6	
Respondent's timeframes are <i>extraordinary</i>	8	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 25</b>	<b>POINTS AWARDED FOR SECTION 2:</b>
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**SECTION 3: BUDGET**

Staff's ability to perform the requested services in a cost-effective manner (25 Points)

Evaluation Criterion	Criterion Value	Score
Respondent provided a detailed budget by identifying the price per hour – per site, and identified an ancillary hourly rate. Respondent provided a “not to exceed” basis for the project budget.	5	
In relation to the above response, choose one of the following:		
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>acceptable</i> .	5	
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>preferable</i> .	10	
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>extraordinary</i> .	15	
Total		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent's overall "not to exceed" cost to perform services	-	
In relation to the above response, choose one of the following:		
The respondent's "not to exceed" costs were higher than the average of the combined costs from the RFPs	0	
The respondent's "not to exceed" costs were equal to the average of the combined costs from the RFPs	3	
The respondent's "not to exceed" costs were less than the average of the combined costs from the RFPs	5	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 25</b>	<b>POINTS AWARDED FOR SECTION 3:</b>
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<b>SECTION 4: OHIO JOB READY SITES FAMILIARITY</b>
Staff's familiarity with the Ohio Job Ready Sites Program, its enabling statues and program guidelines, the program's historical development and its certification processes (5 Points)

Evaluation Criterion	Criterion Value	Score
Respondent is knowledgeable about the Ohio Job Ready Sites Program and/or has experience working on the Ohio Job Ready Sites Program	1	
In relation to the above response, choose one of the following:		
Respondent's knowledge and/or experience is <i>acceptable</i>	0	
Respondent's knowledge and/or experience is <i>preferable</i>	2	
Respondent's knowledge and/or experience is <i>extraordinary</i>	4	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 5</b>	<b>POINTS AWARDED FOR SECTION 4:</b>
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<b>TOTAL POSSIBLE POINTS: 100</b>	<b>TOTAL RESPONDENT SCORE:</b>
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