REQUEST FOR PROPOSALS

DATE ISSUED: June 2, 2011

The Ohio Department of Commerce, Division of Unclaimed Funds is requesting proposals for:

Advertising/publishing notice of unclaimed funds

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PART 1 INTRODUCTION

A. PURPOSE

The Division of Unclaimed Funds ("Division") within the Ohio Department of Commerce is seeking qualified entities (Offeror(s)) to perform professional services to assist the Division with the design, development, distribution, placement and publishing of advertising notices regarding unclaimed funds reported to the Division pursuant to Ohio Revised Code (ORC) Chapter 169.

This Request for Proposals ("RFP") provides details on what is required to submit a proposal, how the proposals will be evaluated, and what will be required of the Offeror in performing the work. If an acceptable offer is made in response to this RFP, the Department of Commerce ("Department") may enter into a contract ("Contract") to have the selected Offeror perform the services specified above. If no offer is acceptable in response to this RFP, the Department of Commerce will not enter into any contract with the responders, and may pursue other alternatives.

B. BACKGROUND

The Division of Unclaimed Funds is responsible for the safekeeping and return of monies designated as "unclaimed." Each year, due to death, inadvertence or forgetfulness, thousands of people and organizations lose track of monies and intangible personal property in Ohio. To assist owners in recovering these funds, ORC 169.06 requires the Division to publish notice of unclaimed funds accounts reported to the state.

C. RFP TIMELINE

RFP Issued:	June 2, 2011
Proposal Deadline:	June 10, 2011, 5:00 p.m.
Presentations:	June 14, 2011 – June 15, 2011 (if requested)
Vendor Selection:	June 17, 2011

Any proposals or unsolicited proposal amendments received after the deadline will not be considered by the Department. An Offeror that mails its proposal must allow for adequate mailing time to ensure its timely receipt.

C. COSTS TO DEVELOP PROPOSAL

Costs for developing proposals are entirely the responsibility of the Offeror, and are not chargeable to the Department

D. AMENDMENTS AND WITHDRAWALS

If the Department amends the RFP, an Offeror may amend its proposal within the time specified by the Department. Withdrawals must be made in writing.

E. PUBLIC RECORDS

All proposals and supporting materials submitted with the proposals are subject to Ohio's Public Records Act pursuant to section 149.43 of the Ohio Revised Code. Trade secrets and proprietary information should not be included in a proposal or supporting materials.

F. DEFICIENCIES

The Department may seek clarification of deficiencies in the proposal. The Department may waive any defects in any proposal or in the submission process followed by an Offeror if it is in the Department's interest and will not cause any material unfairness to other Offerors.

G. REJECTION

The Department may reject any proposal that is not in the required format, does not address all the requirements of the RFP, or that the Department believes is excessive in price or not cost effective.

H. CANCELLATION

The Department may cancel this RFP, reject all the proposals, or seek to work through a new RFP or other means.

PART 2: TERMS AND CONDITIONS

I: TIME OF PERFORMANCE

1.1 The services as stated in the Scope of Work shall be commenced on July 1, 2011 and concluded on or before June 30, 2013.

1.2 This Contract shall remain in effect until the work is completed to the satisfaction of Agency and until Contractor is paid, or until terminated as provided in Section III, Termination of Contractor's Services, whichever is sooner. This Contract shall be completed no later than the 30th day of June, 2013.

1.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire no later than June 30, 2013. Agency may renew this Contract on the same terms and conditions by giving written notice prior to expiration. Such renewal shall begin at the start of the next biennium and shall not extend beyond the expiration of the biennium in which the renewal commences.

1.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (Campaign Contributions), O.R.C. Section 127.16 Competitive Selection), or O.R.C. Chapter 102 (Ohio Ethics Law).

II: CERTIFICATION OF FUNDS

2.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency's funding source.

III: TERMINATION OF CONTRACTOR'S SERVICES

3.1 Agency may, at any time prior to the completion of services by Contractor under this Contract, suspend or terminate this Contract with or without cause by giving written notice to Contractor.

3.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

3.3 Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not rendered services shall be refunded.

3.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services under this Contract. All such materials shall become and shall remain the property of Agency, to be used in such manner and for such purpose as Agency may choose.

3.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.

3.6 Contractor may terminate this Contract upon 30 days prior written notice to Agency.

IV: RELATIONSHIP OF PARTIES

4.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

4.2 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

4.3 While Contractor shall be required to render services described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.

4.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

V: RECORD KEEPING

5.1 During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

VI: RELATED AGREEMENTS

6.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or other services which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.

6.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.

6.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

6.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

VII: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

7.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

7.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

VIII: NONDISCRIMINATION OF EMPLOYMENT

8.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.

8.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.

8.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

IX: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

9.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country unless otherwise provided for in the Scope of Work.

9.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

X: LIABILITY

10.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include 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.

10.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.

10.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XI: COMPLIANCE WITH LAWS

11.1 Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XII: DRUG FREE WORKPLACE

12.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XIII: CAMPAIGN CONTRIBUTIONS

13.1 Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

XIV: ENTIRE CONTRACT/WAIVER

14.1 This Contract contains the entire agreement between the parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties.

14.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.

14.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

XV: DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

15.1 Contractor represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Sections 2909.21 (H) and (I), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization" provided for at O.R.C. Section 2909.33. Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Contract. If these representations and warranties are found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE XVI: PROHIBITION AGAINST EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

16.1 The Contractor affirms that Contractor has read and understands Governor's Executive Order 2010-09S and shall abide by its requirements in the performance of the Contract, and shall perform no services required under the Contract outside the United States. The Executive Order is attached to this Contract as Attachment A.

16.2 If Contractor or any of its subcontractors perform services under the Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

16.3 The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other

expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

16.4 If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages.

16.5 The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

16.6 Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

PART 3: SCOPE OF WORK

(A) **Duration:** The terms of the contract shall begin on the 1st day of July 2011 and shall end on the 30th day of June 2013.

(B) **Overview:** On behalf of the Superintendent of the Division of Unclaimed Funds, the Contractor shall provide comprehensive services to assist the Division in designing, developing, preparing, drafting, editing, updating, processing, and implementing advertisement notices of unclaimed funds as required pursuant to ORC section 169.06 for ads/notices to be prepared and/or published by the Division during Fiscal Years 2012 (July 1, 2011 to June 30, 2012) and 2013 (July 1, 2012 to June 30 2013), as specified by the Division, and beginning with ads to be published in August 2011. Services shall include advice and consultation, planning, information processing, laser printout of page proofs, photo-typesetting, composition, printing, packaging, scheduling, delivery, placement and all other tasks related to the professional completion and publication of advertisement notices of unclaimed funds accounts. A copy of Ohio Revised Code section 169.06 is attached to and made a part of this RFP, as Attachment B. A sample, one-year advertising schedule showing the Ohio counties in which the ads must run is attached and made a part hereof as Attachment C.

(C) **Compensation:** The Contractor shall be compensated at a fee of $_____. The State and the Contractor acknowledge that the State may enter into similar contracts with other parties, and that the contract is not intended to establish an exclusive relationship for such services between the State and the Contractor.

(D) **Deliverables:** Under the terms of the contract, the Contractor shall do the following and meet the following standards:

I. Assist the Division in performing all phases of advertisement and notice design, development, and publication, including editorial preparation, design and layout, typesetting, editing, updating, printing, packaging, scheduling, delivering, publishing, and communication with newspapers and/or media entities.

II. Material to be published shall include selected accounts identified by the Division pursuant to Chapter 169 of the Revised Code.

III. All material will be computer typeset, assuring consistency in size and density, for a professional appearance.

IV. The text of the advertisements/notices will be specified by the State. Copy must be presented to the State at the earliest possible opportunity for accuracy.

V. Assign a coordinator to be the primary contact for the State.

PART 4: PROPOSAL REQUIREMENTS

To be considered complete, a proposal shall include the following:

1. Cover Letter and Executive Summary

The cover letter shall be in the form of a standard business letter and signed by an individual authorized to legally bind the Offeror. The cover letter shall provide a summary of the Offeror's services, along with the name, telephone number, federal tax identification number, state where the corporation is located, and contact information, including an e-mail address, for the person with authority to answer questions regarding the proposal.

2. Background and Qualifications Profile

This section shall be a general narrative of the Offeror's company history and ability to support the requirements outlined in the Scope of Work. The profile shall provide the company's length of time in business, ownership (partnership, LLC, etc.), size, and organizational structure. The profile shall describe three examples of comparable work that the company has performed. The experience and qualifications of the project manager and other key personnel shall be outlined.

3. Project Details

This section shall be a narrative fully describing the Offeror's technical approach to the project, with specifics on the manner and means on which the Offeror will rely to provide all the requirements set forth in the Scope of Work. This section shall also include Offeror's plan or proposal for the most cost-effective, design, layout, development and placement of the advertisement notices required by ORC 169.06.

4. Project Management

This section shall describe how the Offeror would manage the contract within the timetable required by the Scope of Work. This section shall also include a discussion of the Offeror's customer service policies, and responsiveness to inquiries and problems.

5. Offeror's Qualifications

This section shall detail how the Offeror is qualified and capable to provide the required services set forth in the Scope of Work. This section shall also identify and summarize in detail advertising, publishing projects Offeror has completed, and identify references who may be contacted regarding Offeror's work. Offeror shall provide copies of at least two samples of Offeror's past work illustrating design, where applicable, ad placement and completion, and also specifying any cost savings on the samples, if applicable.

6. Contractor's Proposed, Itemized Fee for Services

This Section shall set forth the total fee, per year, Offeror requests for its services, including itemization of the cost for each service to be provided and a detailed description of each service/task as necessary to support the requirements in the Scope of Work and ORC section 169.06.

PART 5: EVALUATION

Phase One
Evaluation of each proposal shall be conducted by an evaluation committee comprised of personnel from the Department. The evaluation process shall consist of each evaluator individually reviewing the proposals, analyzing the responses, and rating each section on a point scale from 1 to 25 for a total of 100 points.

Sections Rated	
Background and Qualifications Profile	(25 possible points)
Project Details	(25 possible points)
Project Management	(25 possible points)
Contractor Qualifications	(25 possible points)
Contractor's Proposed Fee	(25 possible points)
Total	(125 possible points)

Phase Two
Offerors may request to present their proposal to the evaluation committee. The presentations will provide the Offeror with an opportunity to clarify its proposal and ensure there is a mutual understanding of the proposal's content.

Phase Three
After the individual ratings, the references that are listed in the Background and Qualifications Profile will be verified.

Phase Four
After the individual ratings, presentations (if any), and the checking of Background and Qualifications, evaluators will discuss the ratings, findings, and the scores will be averaged.

Contract
After the evaluation is completed, all Offerors will be notified of the status of their proposals. After notification to all Offerors, negotiations shall commence between the Department and the highest scoring Offeror. The negotiations will generally be held to correct deficiencies in the preferred Offeror's proposal. If negotiations fail with the preferred Offeror, the committee may negotiate with the next highest scoring Offeror. If those negotiations fail, the Department will determine whether to reject all offers or to enter negotiations with the third highest scoring Offeror.

PART 6: SUBMISSIONS AND QUESTIONS

Submissions

Submit Proposals by mail or hand delivery to:

Ohio Department of Commerce
ATTN: Procurement
Fiscal Office
6606 Tussing Road
Reynoldsburg, Ohio 43068

Proposals also may be sent by electronic transmission to: Kalinda.watson@com.state.oh.us

To be considered, all proposals must be received by the Department no later than 5:00 p.m. on June 10, 2011.

Questions
Questions may be directed to:

Ms. Kalinda Watson
Ohio Department of Commerce
Fiscal Office/Procurement
6606 Tussing Road
Reynoldsburg, Ohio 43068
(614) 752-7099
Kalinda.watson@com.state.oh.us

The Department may reject any proposals or unsolicited proposal amendments that are received after the deadline regardless of the cause for delay. A prospective contractor that mails its proposals must allow for adequate mailing time to ensure its timely receipt.

RFP
Attachment A

TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.

2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.

   a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.

   b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

   a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.

   b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

   c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:

      i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:

         (a) Reflect this Order's prohibition on the purchase of offshore services.

         (b) Require service providers or prospective service providers to:

(i) Affirm that they understand and will abide by the requirements of this Order.

(ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.

(iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.

(iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.

(v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

(a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.

(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

iv. All APOs have adequate training which addresses the terms of this Order.

5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.

Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

RFP Attachment B

OHIO REVISED CODE SECTION 169.06 – Publishing Notice of Unclaimed Funds

(A) Before the first day of November of each year immediately following the calendar year in which the filing of reports is required by section 169.03 of the Revised Code, the director of commerce shall cause notice to be published once in an English language newspaper of general circulation in the county in this state in which is located the last known address of any person to be named in the notice required by this section. If no address is listed, the notice shall be published in the county in which the holder of the unclaimed funds has its principal place of business within this state; or if the holder has no principal place of business within this state, publication shall be made as the director determines most effective. If the address is outside this state, notice shall be published in a newspaper of general circulation in the county or parish of any state in the United States in which such last known address is located. If the last known address is in a foreign country, publication shall be made as the director determines most effective.

If the name of the owner is not available, the director may publish notice by class, identifying number, or as the director determines most effective.

(B) The published notice shall be entitled "Notice of Names of Persons Appearing to be Owners of Unclaimed Funds," and shall contain:

(1) The names in alphabetical order and last known addresses, if any, of each person appearing from the records of the holder to be the owner of unclaimed funds of a value of fifty dollars or more and entitled to notice as specified in division (A) of this section;

(2) A statement that information concerning the amount of the funds and any necessary information concerning the presentment of a claim therefor may be obtained by any persons possessing a property interest in the unclaimed funds by addressing an inquiry to the director.

(C) With respect to items of unclaimed funds each having a value of ten dollars or more, the director shall have available in his office during business hours an alphabetical list of owners and where a holder is a person providing life insurance coverage, beneficiaries, and their last known addresses, if any, whose funds are being held by the state pursuant to this chapter.

(D) The director may give any additional notice he deems necessary to inform the owner of the whereabouts of his funds.

Effective Date: 06-18-1991

RFP Attachment C

Sample One-Year Advertising Schedule
(By month & Ohio county)

August	Athens, Belmont, Erie, Huron, Jefferson, Marion, Miami, Ross, Scioto, Seneca, Tuscarawas, Warren, Wood
Sept	Columbia, Lucas, Mahoning, Stark
Oct	Butler, Hamilton, Montgomery
March	Allen, Ashtabula, Geauga, Lake, Lorain, Medina, Portage, Summit, Trumbull
April	Adams, Ashland, Auglaize, Brown, Carroll, Champaign, Clinton, Coshocton, Crawford, Darke, Defiance, Fayette, Fulton, Gallia, Guernsey, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Knox, Lawrence, Logan, Madison, Meigs, Mercer, Monroe, Morgan, Morrow, Noble, Ottawa, Paulding, Perry, Pike, Preble, Putnam, Sandusky, Shelby, Union, VanWert, Vinton, Washington, Williams, Wyandot
May	Cuyahoga
June	Clark, Clermont, Fairfield, Greene, Hancock, Licking, Muskingum, Richland, Wayne
July	Delaware, Franklin, Pickaway