

REQUEST FOR PROPOSALS (RFP)

RFP Number: DEVTEC001

The Ohio Department of Development, Technology and Innovation Division, is requesting proposals for:

Contractor Evaluation Services for Entrepreneurial Assistance Programs

RFP Issued: 7/27/2010
Inquiry Period Begins: 7/27/2010
Inquiry Period Ends: 8/13/2010 at 8:00 a.m.
Proposals Due: 8/17/2010 at 2:00 p.m.

Submit Proposals to:

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

This RFP consists of five (5) parts and one (1) attachment, totaling twenty-one 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. 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.



Department of
Development

PART ONE: EXECUTIVE SUMMARY

Purpose

The Ohio Department of Development (Development) is requesting proposals from contractors to provide evaluation services and other forms of technical assistance related to technology-based entrepreneurial assistance programs. Specifically, this RFP is seeking Contractor Services for the evaluation of proposals submitted for funding under Ohio Third Frontier and other technology-based economic development programs supporting entrepreneurial assistance and early stage capital initiatives administered by Development, and to provide technical assistance to Development regarding entrepreneurial assistance and early stage capital initiatives. Development is requesting proposals to provide these services in State fiscal year 2011.

Overview of Scope

The final scope of services will be negotiated at the time of selection and will include (but will not be limited to) the following:

The contractor selected will perform proposal evaluations and provide technical assistance services to Development.

Proposal Evaluations

The proposals to be evaluated are in response to Program RFPs issued by Development. Copies of previously issued Program RFPs are archived and available for viewing at: www.thirdfrontier.com.

The evaluations (also referred to as reviews) will consist of two stages:

Stage 1 review – This point based evaluation leads to a rank-ordered listing of proposals for program funding. In this stage, only the information presented in the applicant's written proposal is considered. The contractor will recommend which proposals should be further considered in the second stage review. The proposals so recommended are considered by Development to be in the "competitive range".

Stage 2 review – Proposals in the competitive range undergo a more in-depth review resulting in a rank-ordered listing of funding recommendations. The Stage 2 review includes due diligence and requires the contractor to go beyond the material contained in the applicants' proposals. This stage will include preparation of questions from the contractor to applicants and a subsequent review of the applicants' written responses. Development may request the contractor to conduct interviews with applicants or perform site-visits to the applicants to verify and expand upon information received. Services 1-14, listed below, are to be performed in the Stage 2 reviews.

Technical Assistance Services

At the direction of Development, the contractor selected will also provide services 15-17 listed below.

1. Prepare a written description of evaluation scoring methodology based on evaluation criteria listed in the Program RFPs issued by Development.
2. Participate in informational conferences. Contractor's time for this work will be covered under the technical assistance hours.
3. Develop and implement a proposal evaluation tracking system and maintain communications with Development regarding status of review process.
4. Perform evaluations, upon request by Development, of proposals for funding under programs administered by Development, including, but not limited to, the Ohio Third Frontier Pre-Seed Funds Initiative, and the Entrepreneurial Signature Program Continuity Initiative. The evaluation criteria are program-specific and are set by Development.
5. Conduct initial proposal reviews leading to recommendations to identify proposals within a competitive range for subsequent stages of review. All multiple stage reviews include establishing a competitive range. The competitive range is established after the first stage review and can be set by: (1) a clear gap in the scores; (2) the availability of funding; (3) a combination of both; or (4) other logic suggested by the reviewer. The competitive range will be set such that all proposals that have a reasonable chance of being recommended for funding are subject to a Stage 2 review in which additional information from applicants is obtained.
6. Conduct briefing for Development staff regarding initial findings. Assume one initial briefing per program per RFP cycle.
7. Conduct additional in-depth proposal reviews of all proposals in the competitive range.
8. Conduct interviews of proposers in the competitive range, when interviews are requested by Development. Plan for Development to request interviews for all program RFPs.
9. Conduct briefing for Development staff of the findings and the evaluator's funding recommendations for proposals in the competitive range.
10. Prepare a report explaining the proposal review process, the scoring results for each proposal reviewed, and a summary of the proposal evaluation findings. The report should include detailed and technically insightful summaries of strengths, weaknesses, and commercial risks for proposals recommended for funding and for other proposals that made the competitive range. These reports will be shared with the Third Frontier Commission, other appropriate oversight entities, and applicants, and are also considered to be public documents. The summaries should be of high quality suitable for publication to a broad, diverse audience.

11. Prepare individual summary score sheets, including concise reviewer comments, for each proposal evaluated that did not score in the competitive range.
12. Prepare high-quality presentation and written-handout materials to be used at Third Frontier Commission or other meetings. Content should include: an explanation of the evaluation process; relevant non-proprietary information on the scoring methodology; and the funding recommendations.
13. Participate in Third Frontier Commission or other meetings to present proposal evaluation methodology, results, and funding recommendations as requested by Development. There are four Third Frontier Commission meetings, scheduled quarterly, in each fiscal year. Additional meetings may be scheduled if needed. However, not all meetings incorporate funding recommendations. There could be up to four "other" meetings in each fiscal year.
14. Conduct debriefings, as requested by Development, for applicants with non-funded proposals.
15. Prepare written statements about modifications to proposals and/or grant agreement issues. The evaluators may recommend funding for a project contingent upon a change to the proposal or contingent upon a condition to the award to be included in the grant agreement.
16. Prepare written suggestions for improving the RFP and evaluation process. This task is to be performed upon request and is included in the planned technical assistance hours. If a recommendation for improvement is identified in the review process, Development will request that it be presented in writing.
17. Provide technical assistance to Development related to technologies, commercialization process, entrepreneurship, program design, market research, and other issues requested by Development. This occurs throughout the year and is included in the technical assistance hours.

Proposal Requirements

Firms choosing to respond to this RFP ("Proposers") are asked to format their proposal(s) within the following order and content:

1. Provide a general description of the company's background, nature of business activities, and experience, identifying and substantiating that the company is well-qualified to provide the requested services.
2. The plan should respond to each evaluation factor in Section 4 above and describe or demonstrate the following:
 - An understanding of Development's requirements.
 - The approach that will be used to evaluate proposals received in response to Program RFPs issued by Development.

- The management plan that describes the steps involved in the reviews, how the contractor proposes to track progress, how reviewers will be selected and assigned, and how quality control will be achieved. Describe the process for managing the reviews and how problems will be resolved, if encountered, to ensure deadlines are met.
 - Describe the types of reports that will be produced.
 - Describe the qualifications of the team, both organizational experience and individuals who will be assigned to the project.
3. Development will award a cost-incurred contract based upon the successful applicant's quoted hourly rate and number of hours needed to provide each of the requested services. Below are the estimated number of proposals anticipated and the number of hours of technical assistance to be requested.
- Development anticipates receiving 25 proposals in response to two RFPs, the Entrepreneur Signature Program Services Continuity RFP and the Pre-Seed Funds RFP. (Each RFP will require a multiple-stage review.)
 - Development anticipates requesting up to 500 hours of technical assistance.

Provide a project budget for FY 2011. The project budget must include the following information:

- A. Provide a total cost estimate for completing 25 multiple-stage reviews including services 1-14. The cost estimate should assume proposals are 50-80 pages in length; the competitive range will consist of 12 proposals; all interviews and meetings will occur in Columbus; and debriefings will be made to 10 organizations. The cost estimate should include cost detail for labor, travel, supplies, and all expenses and fees. Also provide the number of hours of professional and staff time required.
 - B. Provide a total cost estimate for a 500-hour technical assistance assignment to obtain performance information for 6 organizations performing entrepreneurial services for Development. Assume each organization is located 100 miles from Columbus. The cost estimate should include cost detail for labor, travel, supplies, and all expenses and fees. Also, provide the number of hours of professional and staff time required.
4. Letters from individuals who are familiar with the applicant's venture and investment expertise, commercialization experience, and project management experience.
5. Confirm that the applicant(s) is able to sign a Non-disclosure Agreement prior to conducting the evaluation, if required.
6. Confirm that the applicant(s) has the resources necessary to evaluate up to 25 proposals during the period beginning October 1, 2010 and ending approximately December 31, 2010. The additional technical services called for in this RFP would likely occur between January 1 and June 30, 2011. This entire contract will be in effect through June 30, 2011.

7. Applicants must detail the process they will use to identify, disclose to Development and manage conflicts of interest with proposals forwarded to them by Development for review or requests from Development for technical assistance.

The following guidelines are to be used in identifying a conflict of interest. Conflicts of interest extend to immediate family members of the principals of the firm and employees of the firm assigned to the project. The identification of a conflict of interest needs to take into account:

- All names under which the firm, employees of the firm, or immediate family do business;
- All fee simple and leasehold interests to which the firm or employee of the firm holds legal title to or a beneficial interest in real property located within the state;
- Any business relationship or investment that the firm, employee of the firm, or anyone else for the benefit of the firm or employee of the firm had during the preceding year (from the contract date) that is valued at greater than one thousand dollars;
- Any office or fiduciary relationship held by the firm or employee of the firm during the year preceding the contract date; and
- Income that the firm or employee of the firm receives or expects to receive from an applicant for a Development program for which the firm has been engaged to evaluate proposals, whether or not the applicant was previously funded by a Development program, and/or any of identified collaborators of any program applicant.

Applicants must provide affirmation that they understand that if selected to perform evaluations, and a conflict of interest arises that they cannot manage internally, the applicant(s) will be required to train a secondary contractor, selected by Development, in the use of the applicant's evaluation tool(s) and methodology. The secondary contractor will evaluate the proposal and submit the result of its evaluation to be incorporated into the rank-ordered listing. The secondary contractor may be required to perform the same services in Section 3 as appropriate. The secondary contractor selected by Development will be required to sign a non-disclosure agreement with Development's proposal evaluation contractor to help protect trade secret information of Development's proposal evaluation contractor. Payment of costs of the secondary contractor will be the responsibility of Development.

8. Applicants must provide affirmation that they will comply with Ohio Ethics Laws to the extent applicable and will not provide services in connection with grant proceeds that result from a proposal evaluated by the applicant(s).

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

- Development's standard, or boilerplate, personal service contract document, including terms and conditions
- This sample document is provided only for convenience and the terms and conditions contained therein are subject to change without notice

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: 7/27/2010
Inquiry Period Begins: 7/27/2010
Inquiry Period Ends: 8/13/2010 at 8:00 a.m.
Proposal Due Date: 8/17/2010 at 2:00 p.m.

Estimated Dates

Contract Award Notification: 8/31/2010
Issuance of Purchase Order: To be determined

Proposal Submittal

Proposals must be submitted in the following manner:

- One original paper copy marked as "Original" and 5 additional paper copies marked "Copy" and one CD containing a Word version and a single unlocked PDF file of the Proposal. **(proposals will not be accepted by fax or email)**
- Proposals are to be submitted on 8.5 x 11-inch paper.
- Margins must not be less than ¾ of an inch on all sides.
- Font must be 10 point or larger with no more than 6 lines of text per inch.

- All pages must be numbered consecutively using the format “Page [#] of [total number of pages]” (e.g., Page 2 of 20).
- The proposal title and applicant name (acronyms are acceptable) must appear at the bottom of each page.
- Proposals must be stapled once in the top left-hand corner and must not be bound.

All proposals submitted in response to this request must be submitted no later than August 17, 2010 at 2:00 p.m., at the following office:

Michael Ashford, Agency Procurement Officer
Ohio Department of Development
Budget & Finance Office
77 S. High St., 27th Floor
Columbus, OH 43215
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 specific time listed 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 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 to discuss this RFP may result in the Proposer being deemed ineligible.

PART FOUR: EVALUATION OF PROPOSALS

Evaluation Process

Development’s evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. Development’s initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. Development’s request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

At its sole discretion, Development will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. Development may add or remove sub-phases to phases 2 through 4 at anytime if Development believes doing so will improve the evaluation process.

Proposal Evaluation Criteria

Development staff, or reviewers selected by Development, will evaluate the submittals based upon the following criteria:

Evaluation Criteria	Weight
<p>The thoroughness and appropriateness of the approach outlined in the work plan that will be used to evaluate proposals received in response to RFPs issued by Development. This includes:</p> <ul style="list-style-type: none"> • Demonstrated method for managing and tracking progress in large-scale proposal reviews. • Capabilities in technical writing and document preparation. • Feasibility of proposed schedule for performing the various levels of proposal reviews. • Reasonableness of cost estimates for performing the various levels of proposal reviews. • Contractor’s ability to adapt readily to changes initiated by Development to tasks or instructions, or increases or shifts in workload. 	45 points
<p>Experience and qualifications of proposed project manager and other key staff. This includes:</p> <ul style="list-style-type: none"> • Breadth and depth of staff knowledge and capabilities in early-stage capital funding mechanisms, including angel funds, pre-seed funds, 	40 points

<p>seed funds, venture capital funds, and other similar mechanisms.</p> <ul style="list-style-type: none"> • Breadth and depth of staff knowledge and capabilities in entrepreneurial support services, entrepreneurial mentoring, business plan preparation, and other related small, technology oriented business assistance. • Prior experience in reviewing grant and investment proposals. • Demonstrated knowledge of technology-based economic development, the Ohio Third Frontier, and other Ohio technology-based economic development programs. 	
<p>Recognition of the importance of protecting against potential conflicts of interest and protecting confidentiality of materials received from applicants.</p>	<p>15 points</p>
<p>Total</p>	<p>100 points</p>

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 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 results 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

This sample document is provided only for convenience and the terms and conditions contained herein are subject to change without notice

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 ODOT 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
Director
Ohio Department of Development

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____