



REQUEST FOR PROPOSALS (RFP)

Ohio Tuition Trust Authority (OTTA)



Advertising and Marketing Services for the CollegeAdvantage Direct 529 Savings Plan

RFP SCHEDULE

RFP Issued: August 1, 2013

Inquiry Period Begins: August 2

Inquiry Period Ends: August 9
All potential proposers will receive responses to inquiries.

Intent to Bid Notification
Form Due: August 14

Proposals Due: August 30 by 5:00 p.m.

Vendor Presentations,
if desired by OTTA: September 10, 11,12

Final Selection: September 16

Controlling Board
Filing Due: September 17

Controlling Board Meeting:
(approval of contract) October 7



CollegeAdvantage[®]
A 529 Savings Plan

CollegeAdvantage is Ohio's 529 college savings program, offered and administered since 1989 by the Ohio Tuition Trust Authority, a state agency under the Chancellor of the Ohio Board of Regents.



August 1, 2013

Dear Executive:

The Ohio Tuition Trust Authority (OTTA) invites interested advertising and marketing Firms to submit a response to the enclosed Request for Proposal (RFP).

The activities described in the RFP will be for the time period beginning after approval of the contract by the State of Ohio Controlling Board through June 30, 2015, with renewal options. A personal service contract (template attached) pursuant to a competitive selection process as described in the enclosed RFP will be awarded. Terms and conditions for the contract will be subject to State of Ohio Controlling Board approval.

Please complete and return the enclosed Intent to Bid form to OTTA if you plan to submit a proposal.

As part of the selection process, please electronically submit your proposal along with appropriate supplemental information upon which your firm can be evaluated by 5:00 pm on the proposal due date to:

Beverly Martin, Director of Marketing
Ohio Tuition Trust Authority
bmartin@collegeadvantage.com

If you have supplemental materials that must be submitted in hardcopy, please mail or deliver to:

580 S. High St., Suite 208, Columbus, Ohio 43215

An OTTA review committee will evaluate the submissions and select the finalists who may be asked to make presentations to the committee.

The final selection will be made on the basis of materials submitted in response to the RFP and the oral presentation, if any. All Firms that submit proposals will be notified in writing of our final decision.

For questions, clarification, or more information, please contact Beverly Martin on or before the closing of the inquiry period at (614) 995-1968 or bmartin@CollegeAdvantage.com.

Sincerely,

A handwritten signature in black ink that reads "Paul Paeglis".

Paul Paeglis, Executive Director



CollegeAdvantage[®]
A 529 Savings Plan

Intent to Bid

- Yes**, our Firm intends to submit a proposal for marketing and advertising services.
- No**, our Firm **is not submitting** a proposal for marketing and advertising services.

Company Name: _____

Contact Name: _____

E-mail: _____

Phone Number: _____

Company Address: _____

Please email a scanned version of this form by August 14, 2013 to:

Beverly Martin
Director of Marketing
Ohio Tuition Trust Authority
bmartin@CollegeAdvantage.com

Background Information

The Ohio Tuition Trust Authority (OTTA) was created in 1989 under Ohio Revised Code (ORC) 3334 to help Ohio families save for higher education. OTTA is a state agency under the Chancellor of the Ohio Board of Regents.

In 1999, the federal Internal Revenue Code 529 was created to provide U.S. citizens with a federal tax-advantaged way to save for their children's college education. And in 2000, Ohio authorized its own state tax deduction benefit for Ohioans saving for college through OTTA.

The Ohio Tuition Trust Authority currently sponsors three plans under the CollegeAdvantage 529 Savings Program:

- 1.) CollegeAdvantage Direct 529 Savings Plan,
- 2.) CollegeAdvantage Advisor 529 Savings Plan offered through BlackRock, and
- 3.) CollegeAdvantage Guaranteed 529 Savings Plan.

Funds invested in these plans may be used at any accredited college or university in the country. Per ORC 3334, OTTA's 11-member board has fiduciary responsibility for the investments of the Program, while marketing, day-to-day operations, and administration is under the responsibility of OTTA which is within the Office of the Chancellor of the Ohio Board of Regents and is led by the Executive Director. Across the three plans, OTTA directly manages or oversees over 637,000 accounts and more than \$7.8 billion in assets as of June 30, 2013. CollegeAdvantage (Direct and Advisor combined) ranks as the sixth largest plan in the country based on assets under management (AUM).

During calendar year 2012, account owners contributed \$892 million to their CollegeAdvantage savings plans . . . a 16% increase over 2011 plan contributions. Account owners also redeemed \$620 million during 2012. The vast majority of the funds are serving the program's intent of paying for qualified higher education expenses, making higher education attainable, and helping account beneficiaries minimize the need for student loans.

The agency receives no General Revenue Funds from the State of Ohio; agency operations are funded by revenues generated by an asset-based fee. OTTA has a staff of 37 employees in administration, customer service, marketing, finance and investments, and technology.

1.) CollegeAdvantage Direct 529 Savings Plan

In 2000, Ohio S.B. 161 was signed into law authorizing a variable savings plan (CollegeAdvantage Direct 529 Savings Plan) and the state tax deduction benefit which allows Ohio residents to deduct up to \$2,000 in contributions a year, per beneficiary, from their Ohio taxable income. As of June 30, 2013, more than **234,000 account owners, approximately 80% of which are Ohioans, hold more than \$3.2 billion in assets in the Direct 529 Plan.** Account owners may select one or more of the 23 investment funds managed by Vanguard, Fifth Third, PIMCO, GE, and Oppenheimer. Asset-based fees, which include both administrative and investment management fees, range from 0% - 0.98% per annum, placing us among the lower-cost direct plans in the country.

Morningstar has consistently rated Ohio's Direct Plan as one of the nation's best plans. CollegeAdvantage Direct was recognized by Morningstar for mixing "managers and investment styles from a number of firms, giving college savers a nice variety of options to consider, all at a fair price."

2.) CollegeAdvantage Advisor 529 Savings Plan – offered through BlackRock

In 2009, OTTA launched a new advisor plan in partnership with BlackRock, replacing Putnam as the previous advisor provider. BlackRock is the world's largest money manager and an industry-leading investment firm.

Sponsored and overseen by OTTA, **the Advisor Plan serves 352,000 account owners and holds more than \$4.1 billion in assets** as of June 30, 2013. BlackRock offers Advisor Plan participants a choice of 21 different age-based, target-risk, or single strategy investment options from BlackRock, iShares, Wells Fargo, ING, and Rainier fund managers.

OTTA Board has the responsibility of overseeing the investment direction and performance of this advisor-sold plan to ensure account owners are being offered well-managed, reasonable-cost options with a high-level of earnings potential. OTTA's board is regularly apprised of BlackRock's performance and is satisfied it is meeting Plan expectations. OTTA also collaborates with BlackRock to market the plan to potential account owners and financial advisors.

3.) CollegeAdvantage Guaranteed 529 Savings Plan

Finally, dating back to the start of the program in 1989, OTTA first began selling prepaid tuition credits, and later units, which are backed by the full faith and credit of the State of Ohio. Although this was a popular plan among Ohioans, this “guaranteed” plan was closed to new enrollees and additional account contributions as of January 1, 2004 during a time when tuition inflation was skyrocketing and investment returns were not keeping pace. The plan reached a point where payout obligations significantly exceeded plan assets, and the State made the decision to constrain the State’s liability by suspending any new contributions or accounts. Today, approximately **51,000 account owners hold more than \$481 million in assets in the Guaranteed Plan.**

CollegeAdvantage Competitive Selling Points

CollegeAdvantage plans are offered to Ohio families as well as families throughout the country, although marketing efforts to date have been limited to Ohio only. The 529 market is competitive as families seek low-fee, performance-driven investments that offer long-term savings opportunities coupled with federal and state tax benefits.

Regardless of how families choose to participate, Direct Plan or Advisor Plan, CollegeAdvantage has many benefits that make saving for college easy and affordable:

- **Use at any college in the country** – funds can be used at any accredited college in Ohio and throughout the country.
- **Earnings are tax-free** – earnings tax-free and withdrawals are free of federal and state taxes when used for qualified college expenses as determined by IRS Code 529.
- **Contributions are tax-deductible from State of Ohio income taxes** - CollegeAdvantage is the only 529 college savings program that allows Ohio residents to deduct up to \$2,000 in contributions per beneficiary from their State of Ohio taxable income. Contributions over \$2,000 may be carried forward and deducted in future years.
- **Choice of investment options** - CollegeAdvantage has a wide variety of investment options managed by leading mutual fund companies. Customers can choose the do-it-yourself Direct Plan or they may choose to work with a professional investment advisor.
- **Low \$25 minimum contributions** – initial and subsequent contributions to accounts can be made for as little as \$25.

The 529 Industry

College savings 529 plans are one of the most compelling ways for families of all income levels to plan ahead, save for college, and reduce future student loan debt. These tax-advantaged plans are offered in 49 states and the District of Columbia. Families have invested in more than 11 million accounts with more than \$190 billion in total investments.

The 529 marketplace is extremely competitive since consumers may choose to invest in their own state plan or they can choose to invest in plans offered by other states. The State of Ohio income tax deduction makes CollegeAdvantage a first-choice among Ohioans. CollegeAdvantage has also been selected by families in other states due to the plan's low-fees, diverse investment options, performance, and other factors.

OTTA Goals

OTTA was established to help families save for college. Therefore, it is our goal to provide information and education to the general public to enhance awareness of the CollegeAdvantage Direct 529 Plan among Ohioans, increase the number of new accounts, and grow contributions to existing accounts at a pace greater than annual account withdrawals by those using the funds for its stated purpose. Through collaborative efforts with the selected Firm, OTTA wishes to:

- Increase general awareness of CollegeAdvantage.
- Effectively communicate the benefits of savings for college and how CollegeAdvantage can help families save for college, take advantage of tax benefits, and reduce future student loan debt.
- Reach target audiences with messages that cause consumers to take action.
- Steadily increase new accounts by 7% or more each year through a strong call to action to OTTA's web site and toll-free number.
- Continue to grow contributions by 7% or more each year.

Target Audiences

529 plans work best for those who want to save for college over time while also benefiting from the annual deduction on state taxable income. Many families make it their goal to save at least a portion of the funds needed for college in order to reduce their child's overall student loan debt.

The primary target audience for the OTTA's marketing efforts has been Ohio parents with \$50,000 or above annual household income with at least one child 18 or younger.

According to the 2010 Census, there are over 2.7 million Ohioans under the age of 18. Roughly 9% of these have a CollegeAdvantage account.

Recent research by the Sallie Mae Foundation shows that certain milestones trigger parents to open a college savings fund: birth of a child (34%), when the child enters school for the first time (24%), and when they hear about the costs of college from families and friends (20%).

Grandparents and other family and friends are also target audiences for gift-giving of contributions to a child's college savings account.

Existing account owners are also target audiences are OTTA's strives to support them in reaching their college savings goals and encourages continued, regular contributions to grow their savings.

In addition, through OTTA's five regional representatives, OTTA's community outreach efforts target families of all income levels in urban, suburban, and rural communities throughout the state.

Marketing Summary

OTTA markets the CollegeAdvantage Direct 529 Savings Plan primarily in Ohio, even though the plan is open to families throughout the country. Over the years, OTTA has promoted CollegeAdvantage in Ohio through limited TV, radio, online, search engine marketing, newspapers, magazines, direct mail, email marketing, social media, community outreach, event sponsorships, as well as trade shows, conferences, and other events. Local outreach efforts have included day care centers, elementary schools, libraries, college access programs, and community organizations and events. Efforts are also made to encourage Ohio businesses to offer payroll deduction of contributions to CollegeAdvantage as a service to their employees.

In the past, OTTA has conducted special promotional offers for existing account owners to earn a contribution to their account for referrals as well as matching contributions for new account openings. While these costly incentive programs resulted in increasing new accounts, OTTA has found that many accounts remain dormant after the collection of the "free money." Even though promotional offers provided a valuable benefit for measuring campaign success, OTTA desires to avoid promotional incentives, matching funds, and small-dollar scholarship giveaways to drive new accounts or additional account contributions.

All marketing efforts include a strong call to action to open an account or contribute to an existing one. Messages drive consumers to the CollegeAdvantage website www.collegeadvantage.com, as well as campaign-specific URLs, and the toll free number (1-800-AFFORD-IT). Accounts can be opened via the website or an enrollment kit can be requested at the toll-free number. Contributions to existing accounts can also be made online or by mail. The website provides information for interested families to learn more about the Direct Plan and the Advisor Plan as well as 529 plans in general.

OTTA only markets the Direct 529 Plan, but also makes consumers aware of the option of the Advisor Plan. The Advisor Plan is marketed by BlackRock; OTTA has oversight responsibility of the Advisor Plan and markets it as an option under the CollegeAdvantage Program.

Additional marketing support comes from Fifth Third Bank as they provide the savings and CD bank options for the CollegeAdvantage Direct Plan. Fifth Third promotes CollegeAdvantage through direct mail, online ads, and customer mailings to help market the plan in Ohio and to their clients around the country.

Agency Initiatives

OTTA is currently working on an agency-wide project to replace the existing investment management and account recordkeeping system for the CollegeAdvantage Direct 529 Plan, while also separating and maintaining the system housing the CollegeAdvantage Guaranteed 529 Plan (which is closed to new contributions and new enrollments.) This initiative has taken extensive time and effort from all members of OTTA's management team and other staff, and will continue to do so through conversion which is anticipated for late 2013. During this project, it is important that OTTA marketing efforts continue in order to produce the desired results.

Marketing Initiatives

In addition to the scope of services outlined in this RFP to be provided by the selected Firm, OTTA plans to internally implement the following marketing initiatives:

- Social media daily interaction with followers to create relationships, daily outgoing messaging and responding, analytical tracking, weekly and monthly reporting. Includes Facebook, Twitter, blog, and other media.
- Public relations coordination includes writing and distributing press releases, responding to media inquiries, media outreach and scheduling, coordination of media tours, and other PR activities.

- OSU football statewide radio advertising on OSU football game broadcasts, print and digital advertising, and on-site presence at two football games at Fan Fest outside the stadium.
- Print advertising in college football game-day program books at other state colleges and universities.
- Create new partnerships to distribute information to parents of newborns. (Parents of newborns are a target audience.)
- Create expanded opportunities with elementary schools throughout the state via our regional representatives. (Parents of children entering kindergarten are a target audience.)
- Direct mail prospecting campaigns will support at least two of the radio campaign seasons. OTTA will design the direct mail piece, purchase lists, and procure fulfillment. A third campaign will be aimed at grandparents.
- Monthly prospecting via email using purchased and organic lists created from the daily activities of our regional representatives. Implementation of a new customer relationship management system to better record, segment, track, and utilize prospect information gathered by regional representatives and others.
- Monthly account owner e-newsletters. Educational and informational communications.
- Quarterly account owner printed newsletter included with statement mailing.
- Graphic design services.
- Create a new partnership with the Ohio Department of Education to include information about CollegeAdvantage in the achievement test report cards sent to parents of young school children. Also find additional ways to add college savings to parent communications.
- Sponsorships, scholarships, and/or promotional partnerships with the Lumina Foundation/Cincinnati Bengals, Invention Convention, State Science Day, Atlas Butler, and more.
- Execute previously developed automated trigger email campaigns tied to beneficiary birthdate, last contribution date, and other information
- Messaging aimed at grandparents and other gift givers.
- Regional representatives will continue to promote CollegeAdvantage to diverse audiences at the local level as well as promoting workplace payroll deduction
- Look for opportunities to tie college savings to education and workforce development efforts as well as to remind adults they can save for their own college tuition

All members of the marketing team will interact with the selected Firm as related to specific responsibilities.

OTTA Marketing Team

The marketing team at OTTA consists of the following:

- **Director of Marketing** (Beverly Martin) – Member of the OTTA management team, responsible for overseeing the work of marketing staff, managing implementation of all marketing efforts, creating messaging, developing new initiatives, collaborating with other departments, measuring results, and managing the marketing budget. The selected Firm will work at the direction of the Director of Marketing, reporting to the OTTA Executive Director.
- **Community Outreach and Public Relations Manager** (Judy Cunningham) – Supervises five regional representatives, manages effective community outreach efforts throughout the state, liaison to statewide and other stakeholder organizations, creates and implements proactive public relations efforts to support the work of the agency and to enhance awareness, leads activities to create and grow account owner relationships, manages video productions, and responds to media inquiries.
- **Digital Communications Specialist** (Ben Gibbons) – Responsible for ongoing digital communications with existing account owners, prospects, and followers. Utilizes multiple social media channels to create powerful relationships with consumers. Creates proactive messaging and develops timely responses to social media interactions. Monitors interrelated back channels for trends and information, implements communications to take advantage of opportunities, and works to mitigate misinformation when necessary. Responsible for engaging in, tracking, reporting, and analyzing social media activities.
- **Graphic Designer** (Michele Schuck) – Professionally trained artist and designer responsible for creating numerous print and digital materials including marketing collaterals, direct mail, e-marketing, customer service forms, newsletters, presentations, reports, legal publications, and ad-hoc marketing materials for regional representatives. Manages print and fulfillment contracts and purchases. Oversees photography sessions. Manages photo and video assets.
- **Communications Coordinator** (Jessica Rafeld) – Responsible for drafting communications, managing and growing prospect database, marketing tracking and reporting, web content management, ensuring compliance with industry membership activities, maintains inventories, and supports overall marketing.

- **Regional Representatives** – Five regional representatives work locally throughout the state to increase awareness of CollegeAdvantage among diverse audiences. Regional representatives are based locally and spend their time meeting with target organizations, presenting at meetings and events, hosting informational displays, building relationships, representing CollegeAdvantage at events, promoting payroll deduction to businesses, and distributing materials and other information. The regional representatives report to the Community Outreach and Public Relations Manager.

Vendor Scope of Services

The Ohio Tuition Trust Authority is seeking a full-service advertising and marketing Firm to create and execute advertising campaigns and marketing activities to increase new enrollments and grow contributions to existing accounts. OTTA desires to contract with a Firm who has demonstrated success working with 529 plans or, alternatively, financial product and services firms.

Projected Timing

The contract resulting from this RFP will begin upon approval from the Controlling Board and will cover the remainder of FY'14 and all of FY'15, with options to renew.

Budget

Proposers are encouraged to provide OTTA with a cost proposal that is reasonable and competitive while fairly compensating the Proposer for the requested scope of work.

OTTA anticipates a total not-to-exceed budget of \$2.2 million for a full fiscal year, subject to OTTA's approval of specific project estimates prior to implementation of any project or service described herein. The first year of this contract will not be a full year since the contract cannot start until after Controlling Board approval. OTTA may ask the advertising agency to reallocate costs from one project to another, and OTTA is not obligated to spend the entire budgeted amount. For your planning purposes, OTTA has previously spent approximately \$1.5 million for similar 18-week statewide radio advertising media buy associated with this contract.

Contract Period

The contract awarded will be for an initial period through the end of the current state biennium of FY'15 (June 30, 2015), with the option for not more than three additional two-year renewals subject to Controlling Board approval of each possible renewal.

Scope of Work – Deliverables

I. Strategic Consulting and Account Services

- Ongoing strategic advice to enhance planned initiatives, identify new opportunities, assess results and recommend changes based on data, as well as participate in OTTA planning meetings as needed.
- Day-to-day account management, client contact, meeting coordination, project status reporting, and budget monitoring.
- Day-to-day general requests for information, materials, and advice to client.
- Mid-yearly executive-level conferences to review results to date, future strategy, services to be provided, personnel assignments, etc.
- Twice per year full team sessions to review strategic plan, creative services, future projects, timeline, budget, and results to date.
- Monitoring 529 industry for trends and opportunities.
- Miscellaneous client meetings and conferences as needed by project or departmental services.
- Benchmarking and measurements

Strategic Consulting and Account Services Deliverables: On at least a monthly basis, Firm will deliver meeting scheduling, management, agendas, and summary reports; initiate and respond to client contact; deliver budget plans and reports; create timeline documents; and measurement reports.

II. Strategic Marketing Plan Development

Firm will conduct strategy sessions and lead the development of a biennial (two- year) strategic marketing plan in collaboration with OTTA, to meet the needs and goals of OTTA and to further refine and adjust existing plans. The plan will identify the top 3-5 research-based target audiences, establish 4-7 key goals, identify major objectives, recommend key strategic messages, identify overall strategies and tactics to reach the target audiences, propose a general timeline, indicate baseline benchmarks, and set appropriate measurements. The strategic plan will guide the remainder of the work to be completed. The resources of the selected Firm and OTTA may be identified collaboratively or independently to implement specific tactics. Plan must adhere to and enhance the existing CollegeAdvantage brand.

Strategic Marketing Plan Development Deliverable:

- Two-year strategic marketing plan document.

III. Media Planning and Buying Services

OTTA wishes to implement general public awareness-building advertising campaigns during the following college savings campaign seasons:

Season	Months	Campaign Duration
Fall/Back to School	August – September*	4 weeks
Holiday/End of Year	November – Dec	6 weeks
Start of Tax Season	Late January	3 weeks
Graduation/End of School Year	April - May	5 weeks
TOTAL		18 WEEKS

The media campaign is inclusive of:

- Broadcast radio (at least :60 spot, may be supplemented with :30's as needed)
- Online/rich media
- Mobile
- SEM

The campaigns will reach a statewide audience with optimum target rating points, including metro markets and targeted niche stations. Firm will plan, execute and manage the media buy, including supportive digital campaigns. Firm will identify and recommend the optimum use of advertising and provide direction of effectiveness of potential channels. Firm will negotiate and place the annual media buy. Firm will also be responsible for monitoring and tracking advertising logs against billings to identify and recoup credits which can be otherwise redirected.

In FY'15, the advertising Firm will also be responsible for the creation of deliverables related to the statewide Buckeyes football radio advertising, football print advertising at OSU and other University System of Ohio schools, and digital advertising on Ohio State University football web site. Deliverables for this project during the summer and fall of 2013 (FY'14) are already included in a separate existing contract and are not needed herein.

*The August – September 2013 advertising campaign will be deleted due to the timing of this RFP.

Media Planning and Buying Services Deliverables:

- Media plan, identifying markets, stations and target coverage.
- Negotiation and purchase of a advertising inclusive of all four campaigns.
- Trafficking and distribution of final advertisement to stations.

- Monitoring and reporting to OTTA any credits due from stations.
- Implementation of digital campaign advertising and SEM.
- Creation and implementation of OSU and University System of Ohio football advertising campaign elements. (FY'14-15/summer fall of 2014)

IV. Media Creative Services

Design and produce advertising based on the recommended media strategy. The creative strategy needs to have a strong emotional response, reinforce brand positioning, and incorporate messaging and images to resonate with the target audiences. Creative will support advertising on radio, online/digital, mobile, and SEM. Creative will drive new account openings, while residual messaging will remind current account owners to contribute to their existing accounts, thus growing OTTA's new revenue overall.

Media Creative Services Deliverables:

- Design and produce advertising for radio, online, mobile, and SEM based on a media strategy recommended by the Firm to achieve desired results.
- In addition, create and produce one :30 radio spot for airing on statewide OSU football game broadcasts on OSU Buckeyes Radio Network. (2014 only)
- Advertising scripts for OTTA approval.
- Identification and hiring of talent needed to fulfill approved scripts.
- Editing of recordings and final production of spot.
- Create and design digital advertising content, and placement of ads.

V. Research Projects

Utilize research studies to make strategic decisions and measure advertising benchmarks and results.

Research Projects Deliverables:

- Beginning of each contract year, one baseline name recognition/awareness study to serve as benchmark, measure past year, and guide future strategy.
- Each contract year, conduct one customer or prospect focus-group study on a topic to be determined.

VI. Video Production

Firm will recommend the strategy, create, produce, and help deploy up to four short videos of account owner testimonials or testimonials from industry professionals. Two videos will be produced on remote location in Ohio cities to be identified. The other two videos will be produced on remote location in the Greater Columbus area. Firm will

develop multi-channel strategy for the deployment of videos to support new account openings and account owner contributions as well as general awareness.

Video Production Deliverables:

- Video assets creative, production, and deployment plan.
- Creation and production of up to four short videos/customer testimonial stories.

VII. Public Relations Consulting

Firm will provide ongoing support of OTTA public relations initiatives including writing press releases, pitching stories, creating and distributing releases, MATS, multimedia news releases, and editorial pitches to announce OTTA news, promote CollegeAdvantage, and position OTTA and its Executive Director as a 529 thought leader to Ohio and targeted national media outlets. Firm will also provide strategic advice on social media messaging and linkages of digital communications to the overall advertising and marketing efforts.

Public Relations Deliverables:

- Press release writing and distribution, including multimedia.
- Creation of supporting information for public relations activities.
- Outreach to statewide and national print, online, radio, and TV media representatives to secure interviews and stories.
- Messaging recommendations for use throughout campaigns.
- Production and implementation of digital “events.”

Proposal Construction

The proposal should be concisely written and will be judged upon readability, clarity, creativity, and completeness. The proposal should include a section to address the following areas:

- A. Company Background Information
- B. Relevant Experience and Credentials
- C. Scope of Work Action Plan
- D. Recommended Scope of Work Schedule
- E. Summary Budget Page

A. Company background Information – the following information must be provided in this section:

1. Name of Firm.
2. Federal tax identification number.
3. Business address and phone number.
4. Principle contact (name, title, phone and email address).
5. Please give a brief description of your operation as you would describe it to prospective clients.
6. Is the Firm a legally registered Ohio corporation, partnership, or proprietorship? If yes, please cite registration date.
7. Does the Firm have a Columbus-based operating office? If so, please describe the extent of its capabilities.
8. Please provide a listing of branches or affiliate offices and their locations. Please list locations and services and how such might be utilized to fulfill the services described herein.
9. Please indicate the year the Firm was founded. Has it operated continuously since that time?
10. Please submit an organizational chart of your staff by title and indicate the number of full-time professionals. In addition, attach biographies of the principals.
11. List all services offered by the Firm, excluding those which are subcontracted.
12. Please provide a list of subcontractors that may be used for this account and describe the services to be provided.
13. Are you an equal opportunity employer? Do you have an Affirmative Action Program for your company? If so, cite date of inception, its purpose/objectives; list percentage of full-time minorities and women in professional, technical and support positions.
14. Are you EDGE/MBE certified? If so, please provide evidence of certification.
15. List annual gross billings during the last five calendar years.

B. Relevant Experience and Credentials

1. 529 and/or Financial Products/Services Experience: Please provide an overview of the 529 plan or financial products and services your firm has represented. Include a general overview of the work performed and the outcome. If your Firm does not have experience marketing or advertising financial products and services, please describe how your Firm is experienced to market and advertise CollegeAdvantage. Demonstrate your level of understanding of the 529 and/or the financial industry.
2. Client References: List at least four, but not more than seven, clients with a brief description of the work you do for each account, how long you have been doing

the work, results achieved, and indicate the following for each: client name, a reference contact, and telephone number.

3. Firm Teams: Please provide the capabilities of each of the Firm's departments that will be assigned to this contract. Please explain practices used to ensure creative, effective, and efficient services. Please provide a review of any special processes, tools, or equipment that will benefit the scope of work.
4. Assigned Personnel: Who will be the key personnel assigned to work with OTTA? Please attach a biography of each showing relevant experience and credentials.
5. Advertising/Marketing Campaigns: Describe your firm's experience in planning, creating, and executing integrated advertising and marketing campaigns. Please provide samples of ad creative to demonstrate your firm's capabilities. Specifically describe your firm's experience in regard to integrating radio advertising and online advertising and paid keyword placement and management. Include a sample media plan outline showing the types of information contained in the plan. Please describe your media buying commission structure, including commission rate.
6. Strategic Marketing Plan Development: Please provide an overview of the work done for 2-3 client experiences for the specific development of a strategic marketing plan.

C. Scope of Work Action Plan

Provide a project narrative which describes the Firm's overall approach including strategies and rationale. For each service requested please provide an overview of your approach, including your rationale for proposing any alternative strategies, and how you feel you could successfully implement the services requested. In addition to drafting your responses to how you would successfully produce and implement the services requested, please also address the following questions in your action plan:

PROJECT NARRATIVE - Please provide the Firm's overall approach to a contract such as this. Please also use this section to share your thoughts and perspectives on OTTA/CollegeAdvantage as you see it today as well as your thoughts about opportunities.

1. Strategic Consulting and Account Services - Please describe how you typically interact with clients and the value of your approach based on past client experience. Please provide a list of standard account services that would be included in this contract. Please explain how account services will be provided

throughout this contract. Please identify the role of Firm staff and what may be expected from OTTA.

2. Strategic Marketing Plan Development – Please identify the process you will use to complete this project as well as an outline of your typical plan. Please identify the role of Firm staff and what is expected from OTTA.
3. Media Planning and Buying - Identify and recommend the optimum use of advertising media given the anticipated advertising budget and provide direction on the effectiveness of potential media channels.
4. Media Creative Services - Please describe your creative development process. Please identify the role of Firm staff and the expectations of OTTA.
5. Research Projects – Please describe your desired research process and method, including roles and responsibilities.
6. Video Production - Please describe your standard video production services. Please explain Firm and OTTA roles and responsibilities.
7. Public Relations Consulting – Please describe your approach to providing public relations consulting, methods of distribution, existing media relationships, and how you expect to work with OTTA to plan and implement PR activities.

D. Work Schedule

Provide a general work schedule which outlines estimated timelines and completion dates for each of the requirements listed in the scope of services through the end of the contract period.

E. Summary Budget Page

1. Provide a comprehensive budget page on your approach to the projects listed in the scope of services and a cost for each component. (Complete the Summary Budget Page.)
2. Please describe the manner in which your Firm receives compensation and describe the billing process and timeline. Please describe how you will monitor and report on the overall budget.

For each service area, please breakout the fees as follows on the Summary Budget Page:

Firm Fees

- Strategic Consulting and Account Services

- Strategic Marketing Plan Development Services
- Media Buying Services (includes Firm's commission)
- Media Creative Services
- Research Planning and Implementation Services
- Video Planning, Creative, and Production
- Public Relations Consulting

Direct Costs – to be estimated in advance of project and approved by OTTA prior to Firm purchase.

- Media Buy/Advertising Costs (excludes Firm's commission)
- Media Production (including talent) Costs
- Research Related Costs
- Video Related Production Costs

Out of Pocket Costs incurred by the Firm in fulfillment of scope of services. Including but not limited to:

- Long distance telephone
- Fax charges
- Shipping and delivery
- Postage
- Photocopy charges
- Color laser prints
- Presentation materials

Proposer shall complete the Summary Budget Page at the end of this RFP and submit it with your proposal.

Evaluation Process

Qualifications to be considered for evaluation include the overall abilities, capabilities, thought leadership, and experience of the Firm and staff with specific emphasis on experience with 529 Plans and/or financial products and services. Firm partnerships and subcontracts are acceptable, but must be disclosed in the proposal.

Proposals will be evaluated by a review committee arranged by OTTA. In making a final selection, members will:

- Rank in order the written proposals and select 2-3 finalists for oral presentations, if OTTA desires.
- Conduct oral interviews of the finalists.
- Identify the finalist.
- Seek approval of the contract from the Ohio Controlling Board.
- Execute a contract and proceed with services.

EVALUATION PROCESS	
Evaluation Category	Possible Points
Experience and Credentials: Evidence of corporate maturity, fiscal stability and full-time senior and intermediate staff resources to execute a marketing program of this size and scope. Firm has a minimum of five years' experience providing advertising and/or marketing services to clients similar in size and scope of services. Documentation of at least 3, but not more than 7, previous client projects. Evidence of the capabilities and creativity necessary to perform the scope of services. Experience that demonstrates ability to complete the desired work.	25 pts
Team: Professional qualifications and work experience on similar project engagements of the account team members who will be primarily responsible for the majority of the work performed in the action plan.	10 pts
Scope of Work Action Plan – Proposer must provide documentation to demonstrate understanding of the scope of services and demonstration of how Proposer will accomplish the scope of work, including project timeline. Firm presents a thoughtful plan of action that is effective and efficient, and is most likely to achieve OTTA goals.	25 pts
Firm has relevant 529 Plan advertising or marketing services experience?	5 pts
Firm has relevant financial products and/or services advertising or marketing services experience?	5 pts
Sub-Total of Proposal:	70 pts
OTTA may request an oral presentation from up to three of the highest scoring firms. Further demonstration of experience and ability to accomplish work plan will be evaluated. Firms selected for a presentation will earn up to 20 points based on the evaluation of their presentation.	20 pts.
Sub-Total Proposal and Oral Presentation	90 pts
Cost Summary: Evidence that services will be reasonably priced and provide a comprehensive advertising and other services at a good value to OTTA. OTTA desires to maximize the available advertising budget.	10 pts
Total Possible Points Proposal, Presentation, and Costs	100 points

Additional Conditions of the RFP

- This RFP does not obligate in any manner for OTTA to pay any costs incurred in the preparation or presentation of proposals.
- OTTA is under no obligation to issue a contract as a result of this solicitation if, in the opinion of the review committee, none of the proposals are responsive to the objectives and needs of the project, or the needs of OTTA change prior to contracting.
- All products which result from the proposed contractual agreement will be the sole property of the OTTA.
- All bids will be considered firm and in the event a contract ensues as a result of this solicitation the Firm selected would be required to fulfill the contractual obligations at the not-to-exceed cost of services amount quoted in the cost proposal.
- All deliverables become the sole property of OTTA. Any software or licenses need for the implementation of services will be secured and owned by OTTA with the assistance of the Firm.

Summary Budget Page

(this exact form is not required, but all required information must be provided in similar format)

FIRM NAME:

Description of Services Included <i>(please add detail to each section below to indicate services included in cost shown and provide best estimate) Actual fees and costs will vary depending on final approved approach to projects and deliverables desired by OTTA. Final contract will be a not-to-exceed price and OTTA is not obligated to purchase all services proposed or contracted.</i>	Firm Fee	Direct Costs	Out of Pocket	Total
A. Strategic Consulting and Account Services:				
B. Strategic Marketing Plan Development:				
C. Media Planning and Buying Services:	Includes Firm's Commission	Excludes Firm's Commission		

D. Media Creative Services:				
E. Research Projects:				
F. Video Planning, Creative, and Production:				
G. Public Relations Consulting Services				
Not to Exceed Total Cost of Services and Deliverables:	\$	\$	\$	\$

OTTA may reallocate costs among service line items as needed for project changes. OTTA is not obligated to spend the entire budgeted amount.

**AGREEMENT
BETWEEN THE
OHIO TUITION TRUST AUTHORITY
AND
FIRM**

THIS AGREEMENT is made and entered into effective this ___ day of _____, 2013 (“Effective Date”) by and between the Ohio Tuition Trust Authority, a state agency, (hereinafter “Agency”), 580 South High Street, Columbus, Ohio 43215, and FIRM, (hereinafter “Contractor”), ADDRESS.

WHEREAS, Agency engages Contractor to perform the services delineated in the attached Scope of Work (“Work”);

WHEREAS, Pursuant to Ohio Revised Code Section 3334.08, Agency may enter into agreements with Contractor to effectuate the purposes for which Agency was created; and

WHEREAS, Contractor desires to perform such services for Agency in accordance with the terms and conditions prescribed by Agency;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be engaged as an independent contractor, to fulfill the terms of this Agreement, except as otherwise noted in section 7.11 of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a personal nature that Agency is the sole judge of the adequacy of such services. Agency thus reserves the right to cancel this Agreement should Agency at any time be dissatisfied with Contractor’s performance of its duties under this Agreement.
- 1.2 Agency enters into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder.
- 1.3 Contractor shall perform services and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Agency shall not be required to provide any training to Contractor to enable it to perform services required hereunder.
- 1.4 In the event of a cancellation of this Agreement by Agency, Contractor shall be reimbursed in accordance with Article X, Termination of Contractor’s Services. All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a mutually agreed upon time period after receipt of instructions, Contractor shall comply with such instructions and begin fulfilling such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as servants or employees of Agency or the State of Ohio.

ARTICLE II: SCOPE OF CONSULTING SERVICES

2.1 Services shall be provided by Contractor and Contractor will be compensated for those services by Agency as indicated below:

2.1.a. Strategic Consulting and Account Services

- Ongoing strategic advice to enhance planned initiatives, identify new opportunities, assess results and recommend changes based on data, as well as participate in OTTA planning meetings as needed.
- Day-to-day account management, client contact, meeting coordination, project status reporting, and budget monitoring.
- Day-to-day general requests for information, materials, and advice to client.
- Mid-yearly executive-level conferences to review results to date, future strategy, services to be provided, personnel assignments, etc.
- Twice per year full team sessions to review strategic plan, creative services, future projects, timeline, budget, and results to date.
- Monitoring 529 industry for trends and opportunities.
- Miscellaneous client meetings and conferences as needed by project or departmental services.
- Benchmarking and measurements

Strategic Consulting and Account Services Deliverables: On at least a monthly basis, Firm will deliver meeting scheduling, management, agendas, and summary reports; initiate and respond to client contact; deliver budget plans and reports; create timeline documents; and measurement reports.

2.1.b. Strategic Marketing Plan Development

Firm will conduct strategy sessions and lead the development of a biennial (two- year) strategic marketing plan in collaboration with OTTA, to meet the needs and goals of OTTA and to further refine and adjust existing plans. The plan will identify the top 3-5 research-based target audiences, establish 4-7 key goals, identify major objectives, recommend key strategic messages, identify overall strategies and tactics to reach the target audiences, propose a general timeline, indicate baseline benchmarks, and set appropriate measurements. The strategic plan will guide the remainder of the work to be completed. The resources of the selected Firm and OTTA may be identified collaboratively or independently to implement specific tactics. Plan must adhere to and enhance the existing CollegeAdvantage brand.

Strategic Marketing Plan Development Deliverable:

- Two-year strategic marketing plan document.

2.1.c. Public Relations Consulting

Firm will provide ongoing support of OTTA public relations initiatives including writing press releases, pitching stories, creating and distributing releases, MATS, multimedia news releases, and editorial pitches to announce OTTA news, promote CollegeAdvantage, and position OTTA and its Executive Director as a 529 thought leader to Ohio and targeted national media outlets. Firm will also provide strategic advice on social media messaging and linkages of digital communications to the overall advertising and marketing efforts.

Public Relations Deliverables:

- Press release writing and distribution, including multimedia.
- Creation of supporting information for public relations activities.
- Outreach to statewide and national print, online, radio, and TV media representatives to secure interviews and stories.
- Messaging recommendations for use throughout campaigns.
- Production and implementation of digital “events.”

2.2 As compensation for Strategic Consulting and Account Services, Strategic Marketing Plan Development, and Public Relations Consulting, services, Agency agrees to pay Contractor a fee in accordance with “Schedule ___ SUMMARY BUDGET PAGE”.

2.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement above and beyond the total budget amount set forth in Section 2.6, unless agreed by Agency prior to incurring such expense.

- 2.4 Contractor shall submit an estimate for specific projects under the Scope of Work prior to the commencement of work. Agency shall review and act on such estimates in a timely manner. Agency reserves to right to add, delete, or modify projects as desired by Agency to achieve Agency goals and in response to Agency needs as they may change from time to time in response to internal product, service, or initiative changes and/or external opportunities throughout the term of this contract.
- 2.5 Contractor shall submit an invoice for the compensation incurred and each invoice shall contain a description of the services performed and total hours. Notwithstanding any provision in this Agreement otherwise, upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.
- 2.6 In consideration for the promises and performance of Contractor as set forth herein, Agency agrees to pay Contractor an amount not to exceed the sum of _____ (\$_____) to be allocated among and to Strategic Consulting and Account Services; Strategic Marketing Plan Development; Media Planning and Buying; Media Creative Services; Research Projects; Video Production; Public Relations Consulting. Schedule ___ SCOPE OF WORK (Articles II, III, IV, and V) outlines the projects and the corresponding rates of Schedule ___ SUMMARY BUDGT PAGE. Nothing in this Agreement shall be construed to extend the obligations of Agency to Contractor or any third party beyond the amount set forth in this Article II. or Schedule ___ SUMMARY BUDGET PAGE.

ARTICLE III. MEDIA PLANNING AND BUYING SERVICES AND COMPENSATION

3.1 Media Planning and Buying Services

OTTA wishes to implement general public awareness-building advertising campaigns during the following college savings campaign seasons:

Season	Months	Campaign Duration
Fall/Back to School	August – September*	4 weeks
Holiday/End of Year	November – Dec	6 weeks
Start of Tax Season	Late January	3 weeks
Graduation/End of School Year	April - May	5 weeks
TOTAL		18 WEEKS

The media campaign is inclusive of:

- Broadcast radio (at least :60 spot, may be supplemented with :30’s as needed)
- Online/rich media
- Mobile
- SEM

The campaigns will reach a statewide audience with optimum target rating points, including metro markets and targeted niche stations. Firm will plan, execute and manage the media buy, including supportive digital campaigns. Firm will identify and recommend the optimum use of advertising and provide direction of effectiveness of potential channels. Firm will negotiate and place the annual media buy. Firm will also be responsible for monitoring and tracking advertising logs against billings to identify and recoup credits which can be otherwise redirected.

In FY'15, the advertising Firm will also be responsible for the creation of deliverables related to the statewide Buckeyes football radio advertising, football print advertising at OSU and other University System of Ohio schools, and digital advertising on Ohio State University football web site. Deliverables for this project during the summer and fall of 2013 (FY'14) are already included in a separate existing contract and are not needed herein.

*The August – September 2013 advertising campaign will be deleted due to the timing of this RFP.

Media Planning and Buying Services Deliverables:

- Media plan, identifying markets, stations and target coverage.
- Negotiation and purchase of a buy inclusive of all four campaigns.
- Trafficking and distribution of final advertisement to stations.
- Monitoring and reporting to OTTA any credits due from stations.
- Implementation of digital campaign advertising and SEM.
- Creation and implementation of OSU and University System of Ohio football advertising campaign elements. (FY'14-15/summer fall of 2014)

3.2 Media Planning and Buying Compensation

As compensation for Media Planning and Buying services, Agency agrees to pay Contractor a fee (includes commission) in accordance with "Schedule ___ SUMMARY BUDGET PAGE".

ARTICLE IV. MEDIA CREATIVE SERVICES AND COMPENSATION

4.1 Media Creative Services

Contractor will design and produce advertising based on the recommended media strategy. The creative strategy needs to have a strong emotional response, reinforce brand positioning, and incorporate messaging and images to resonate with the target audiences. Creative will support advertising on radio, online/digital, mobile, and SEM. Creative will drive new account openings, while residual messaging will remind current

account owners to contribute to their existing accounts, thus growing OTTA's new revenue overall.

Media Creative Services Deliverables:

- Design and produce advertising for radio, online, mobile, and SEM based on a media strategy recommended by the Firm to achieve desired results.
- In addition, create and produce one :30 radio spot for airing on statewide OSU football game broadcasts on OSU Buckeyes Radio Network. (2014 only)
- Advertising scripts for OTTA approval.
- Identification and hiring of talent needed to fulfill approved scripts.
- Editing of recordings and final production of spot.
- Create and design digital advertising content, and placement of ads.

4.2 Media Creative Services Compensation

As compensation for Media Creative services, Agency agrees to pay Contractor a fee in accordance with "Schedule ___ SUMMARY BUDGET PAGE".

ARTICLE V. PROJECT SERVICES AND COMPENSATION

5.1 Project Services

Upon request from Agency, Contractor shall perform project services ("Project Services") related to the advertising and/or promotion of Agency's products. These "Project Services" include anything not listed under Strategic Consulting and Account Services (2.1.a.) and Strategic Marketing Plan Development (2.1.b.), and Public Relations (2.1.c.). As well as Media Planning and Buying Services (3.1), and Media Creative Services (4.1) including, but not limited to:

5.1.a. Research Projects

Utilize research studies to make strategic decisions and measure advertising benchmarks and results.

Research Projects Deliverables:

- Beginning of each contract year, one baseline name recognition/awareness study to serve as benchmark, measure past year, and guide future strategy.
- Each contract year, conduct one customer or prospect focus-group study on a topic to be determined.

5.1.b. Video Production

Firm will recommend the strategy, create, produce, and help deploy up to four short videos of account owner testimonials or testimonials from industry professionals. Two videos will be produced on remote location in Ohio cities to be identified. The other two videos will be

produced on remote location in the Greater Columbus area. Firm will develop multi-channel strategy for the deployment of videos to support new account openings and account owner contributions as well as general awareness.

Video Production Deliverables:

- Video assets creative, production, and deployment plan.
- Creation and production of up to four short videos/customer testimonial stories.

5.2 Project Services Compensation

Agency agrees to pay Contractor an hourly rate for “Project Services” as indicated on “Schedule __SUMMARY BUDGET PAGE”. Hours will be estimated in advance for each project and no work will begin on such projects until such estimate is approved and signed by the Agency. Contractor will charge Agency the estimated fees unless the scope of the project changes. Should the parameters of the project change after estimate approval, Contractor will re-estimate the job for client approval.

ARTICLE VI. DIRECT COSTS

Direct costs (production, media, internet or other) include all costs associated with projects assigned by the Agency, or otherwise necessary to service the client’s account.

- Direct costs include, but are not limited to:
- Media Buy/Advertising Costs (excluding Contractor’s commission)
- Media Production (including talent) Costs
- Research Related Costs
- Video Related Production Costs

All direct costs will be estimated by Contractor in advance and approved by the client prior to encumbrance by Contractor on behalf of the Agency. All direct costs will be billed to the client at actual costs with no mark-up. A revised estimate will be submitted by Contractor for Agency’s approval if, during the course of completing a project, Contractor discovers that the direct costs will differ from the original estimate by more than 10%. If the direct costs do not differ from Contractor’s estimate by more than 10%,

then Contractor will either bill/credit the difference to Agency or notify Agency of the difference so Agency may handle the difference as desired (i.e. Credit Memo, apply Credit to another job, send check for credit, etc.).

6.1 Out-of-pocket Costs

Agency agrees to reimburse Contractor for all necessary and reasonable, as determined by Agency, out-of-pocket costs which Contractor incurs to meet the requirements of Agency's account. Out-of-pocket costs include, but are not limited to, the following:

- Long distance telephone
- Fax charges
- Shipping and deliveries
- Postage
- Photocopy charges
- Color laser prints
- Presentation Materials

ARTICLE VII. PAYMENT OF INVOICES

Payment of invoices is due based on the type of service performed as indicated below. Due dates are based upon vendor terms and adherence to this schedule allows Contractor to meet its obligations to suppliers required to service the Agency's account.

- 7.1. Broadcast media placements - will be invoiced at the beginning of the month of commercial airing and are due 30 days from the date of receipt.
- 7.2 Newspaper media placement - will be invoiced at the beginning of the month in which the advertising appears and are due 30 days from the date of receipt.
- 7.3 Magazine media placements - will be invoiced at the beginning of the month corresponding to the closing date of the publication and are due 30 days from the date of receipt.
- 7.4 Internet media placements - will be invoiced at the beginning of the month of flight and are due 30 days from the date of receipt.
- 7.5 Print, graphic and mechanical production costs - will be invoiced in progress and are due 30 days from the date of receipt.
- 7.6 Broadcast commercial production costs - will be invoiced in advance, predicated on an approved cost estimate and are due 30 days from the date of receipt.

7.7 Contractor Services - will be invoiced at the beginning of each month and are due 30 days from the date of receipt.

All payments should be made to Contractor at ADDRESS.

7.8 Should Agency fail to timely make payment as required under this Agreement, interest shall accrue on the late payment as provided under and subject to the conditions set forth in Revised Code § 126.30.

7.9 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of Agency.

7.10.1 Contractor shall obtain releases, licenses, permits or other authorization to use photographs, copyrighted materials, art work or any other property or rights belonging to third parties obtained by Contractor for use in performing services on behalf of Agency.

7.10.2 Agency shall obtain the same for any such items obtained by Agency which are used by Contractor in performing such services, and shall be responsible for any claims with respect to such use.

7.11 Agency shall be responsible for supporting all assertions and/or claims that are made in any advertising created by Contractor on behalf of Agency.

7.12 Contractor shall keep confidential any and all information concerning Agency's business and operations which become known to Contractor through the performance of Contractor's services and other information Agency advised Contractor in writing that Agency considers to be confidential in nature. Contractor shall not disclose any such confidential information to any person outside Contractor's employ, unless to do so is required in connection with the performance of Contractor's services, and in such event, Contractor agrees to utilize its best efforts to obtain from any such person a similar agreement to maintain such information as confidential.

7.13 Agency authorizes Contractor to release to the press, announcements of this relationship for the purpose of promoting Contractor.

7.14 Agency shall be responsible for the accuracy, completeness and propriety of information concerning Agency's products and services which Agency furnishes to Contractor in connection with the performance of the Agreement.

7.15 Agency hereby appoints Contractor as its agent to establish credit and place media with media services, as well as other direct costs with vendors as in Article VI of this agreement, on Agency's behalf. In connection with such appointment, Contractor is authorized (a) to represent and certify that (i) Agency is solely liable for amounts due to

any media service or other vendor in connection with media placements or other direct costs made by Contractor on Agency's behalf until Agency has made payment for such amount to Contractor and (ii) Contractor has no liability whatsoever for any of the foregoing amounts until Agency has made payment to Contractor, and (b) to execute any and all documents on Agency's behalf which may be required by any Media Service or other vendor in connection with media placement or other direct costs as in Article VI of this agreement. However, nothing in this Agreement shall be construed to extend Agency's obligations to Contractor or any third party beyond the compensation the Summary Budget Page and Contractor shall make this clear in all representations and certifications made on Agency's behalf.

- 7.16 Advertising plans, artwork or sketches created by Contractor under this Agreement and paid for by the Agency shall be the Agency's exclusive property, and the Agency shall have the full and free right to use such property at the Agency's discretion, either directly or through its agents, without compensation to Contractor.
- 7.17 Agency agrees that programs related to software used to maintain and run Contractor's server, whether in existence now or at any time in the future, which is constructed, built, designed or manufactured by Contractor independent of Agency's application is and shall remain the sole property of Contractor.
- 7.18 For purposes of this agreement, (a) "Contractor Software" shall mean all works of authorship and any other embodiments of Intellectual Property Rights in any (i) computer software, routines, modules, components, methodologies, processes, technologies and tools that Contractor has already developed, acquired by assignment or uses under license or which Contractor hereafter independently develops or acquires by assignment or uses under license from a third party, and (ii) any re-usable computer software code, routines, modules, components, methodologies, processes, technologies and tools developed or acquired by Contractor during the performance of this agreement (such as utility routines or generalized interface), (b) "Intellectual Property Rights" means any and all now known or hereafter known (i) tangible and intangible rights associated with works of authorship including but not limited to copyrights and moral rights, (ii) trademark, service mark, trade dress and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, algorithms and other industrial property rights, and (v) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), and (c) "Work Product" means all right, title and interest, including Intellectual Property Rights, in, to and under final graphics, text and images prepared for Agency by Contractor and delivered to Agency hereunder.
- 7.19 Contractor retains ownership of any and all Contractor Software. With respect to Contractor Software embodied in a web site developed for Agency hereunder, subject to Agency's payment of all amounts due hereunder, Contractor hereby grants and

agrees to grant Agency an irrevocable, non-exclusive, perpetual, worldwide, fully paid license to distribute, display, digitally perform, copy, modify, enhance and use Contractor Software in the operation of Agency's web site. Notwithstanding the foregoing, Agency acknowledges that the scope of the licenses of any third-party originated documentation, designs, graphics, images, text, materials, scripts, software, elements and features Contractor provide may vary, and that Contractor may grant no greater rights than it obtains under any third-party license. Agency's license to use Contractor Software may not be transferred except to (1) a successor in interest of Agency's entire business that assumes the obligations of this agreement or (2) any other party that is reasonably acceptable to Contractor. Agency shall not sub-license its rights in Contractor Software to any third party without Contractor's prior written approval.

ARTICLE VIII: TIME OF PERFORMANCE

- 8.1 The services as stated in Article II, Scope of Services, shall commence on the Effective Date and conclude on or before June 30, 2015.
- 8.2 This Agreement shall remain in effect until the work described in Articles II, III, IV, and V Scope of Services, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article II, Section 2.6, or until terminated as provided in Article X, Termination of Contractor's Services, whichever is sooner.
- 8.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2015. Agency may renew this Agreement 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.
- 8.4 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 Agreement would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13, O.R.C. Section 127.16, or O.R.C. Chapter 102.

ARTICLE IX: CERTIFICATION OF FUNDS

- 9.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. 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.

ARTICLE X: TERMINATION OF SERVICES

- 10.1 Agency may, at any time prior to the completion of services by Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving ninety (90) days written notice to Contractor.
- 10.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts that are cancellable 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 Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires. Agency will be obligated to pay all pre-approved commitments to third parties that are not cancellable as of the termination date.
- 10.3 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.
- 10.4 In the event this Agreement 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 Agreement. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 10.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 10.6 Contractor may terminate this Agreement upon 30 days prior written notice to Agency.

ARTICLE XI. RELATIONSHIP OF PARTIES

- 11.1 Agency and Contractor agree that, during the term of this Agreement, 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.
- 11.2 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

- 11.3 While Contractor shall be required to render services described hereunder for Agency during the term of this Agreement, 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.
- 11.4 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.

ARTICLE XII: RECORD KEEPING

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

ARTICLE XIII: CONFIDENTIALITY

- 13.1 During the Term of this Agreement, Contractor may acquire access to confidential or proprietary information of Agency, including but not limited to, customer data, names and addresses and other identifying information of Account Owners, account numbers and other information ("Confidential Information").
- 13.2 Contractor acknowledges that Agency may, from time to time, disclose (whether orally, visually or in tangible form) to Contractor or its employees, agents, consultants, contractors or affiliates, if any, Confidential Information.
- 13.3 Contractor shall not, directly or indirectly, use, publish, disseminate, divulge or otherwise disclose to any person or entity any Confidential Information, and Contractor will use such Confidential Information in connection with its obligations hereunder and for no other purpose. Contractor agrees to protect the Confidential Information by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential or proprietary information of a like nature.
- 13.4 Contractor shall immediately cease using and shall destroy all Confidential Information, including all copies which Contractor may have made without retaining any copy thereof, whether tangible or stored in any computer memory or storage medium (including all work papers, schedules, notes, analyses, charts, memoranda and the like generated by Contractor or any of Contractor Representatives, which were derived from the Confidential Information), when there, is no longer any need thereof for the purpose set forth in this Agreement or within ten (10) days after Agency so requests.
- 13.5 The foregoing obligations of confidentiality shall not extend to any portion of the Confidential Information that: (a) is, or becomes, generally available to the public through no act on the part of Contractor; (b) corresponds in substance to information furnished to Contractor by a third party having a lawful and unrestricted right to

disclose such information; (c) is information which the parties hereto mutually agree in writing to release from the terms of this Agreement; (d) was in Contractor's possession or known by it prior to receipt from the party making such disclosure; or (e) which is required to be disclosed pursuant to Applicable Law, governmental or self-regulatory authority.

- 13.6 The parties agree that money damages would not be a sufficient remedy for any breach of this Article by Contractor, and that in addition to all other remedies, Agency shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Specifically,
- a) the parties shall only use Confidential Information in connection with transactions arising from this Agreement for the purpose of carrying out the obligations under this Agreement;
 - b) all Confidential Information and any physical and electronic embodiments thereof shall be held in strict confidence;
 - c) the parties shall take reasonable steps to ensure that their employees, agents, consultants, contractors and affiliates are informed of the contents of this Article and that they comply with its terms; and
 - d) the parties shall not reveal, disclose, publish, sell or distribute Confidential Information to any other person or entity, without, as applicable, Agency's prior written consent, except as required by court order.
- 13.7 Contractor does not acquire any intellectual property rights to such Confidential Information disclosed pursuant to this Agreement, except the limited right to use such Confidential Information in accordance with this Agreement.
- 13.8 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIV: RELATED AGREEMENTS

- 14.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Article II, III, IV, and V, Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency.
- 14.2 Contractor shall bind its subcontractors to the terms of this Agreement, 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 Agreement.
- 14.3 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.

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

ARTICLE XV: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 15.1 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 Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement 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.
- 15.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, 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 Agreement, 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.
- 15.3 Contractor, by signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and this order. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

ARTICLE XVI: NONDISCRIMINATION OF EMPLOYMENT

- 16.1 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 Agreement.
- 16.2 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 Agreement on account of race, color, religion, sex, age, national origin, or disability.
- 16.3 Contractor represents that it has a written equal opportunity policy.

ARTICLE XVII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 17.1 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 Agreement. 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, except as otherwise noted in Article 7.
- 17.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE XVIII: LIABILITY

- 18.1 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 Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. 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.
- 18.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims, arising out of section 17.1.
- 18.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 18.4 If requested by Agency, Contractor shall furnish certificates of insurance evidencing appropriate insurance coverage required hereunder or necessary to perform the Work.

ARTICLE XIX: COMPLIANCE WITH LAWS

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

ARTICLE XX: DRUG FREE WORKPLACE

- 20.1 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 purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XXI: CAMPAIGN CONTRIBUTIONS

21.1 Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

ARTICLE XXII: ENTIRE AGREEMENT/WAIVER

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

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

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

ARTICLE XXIII: NOTICES

23.1 All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE XXIV: HEADINGS

24.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXV: SEVERABILITY

25.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XXVI: CONTROLLING LAW

26.1 This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XXVII: SUCCESSORS AND ASSIGNS

27.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of Agency.

ARTICLE XXVIII: FINDINGS FOR RECOVERY

28.1 Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement.

ARTICLE XXIX: DEBARMENT

29.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement.

ARTICLE XXX: PROHIBITION OF OFFSHORE OUTSOURCING

30.1 Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

<http://www.governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>

30.2 Contractor also affirms, understands, and agrees to immediately notify Agency of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States. The Contractor also agrees to disclose if requested by the Chancellor all of the following:

- The location where all services under this Contract will be performed by the Contractor or any subcontractor;
- The location where any state data associated with any of the services the Contractor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored;
- The principle location of business for the Contractor and all subcontractors who are supplying services under this Contract.

30.3 If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. Agency 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 Agency all funds paid for those services. Agency may also recover from Contractor all costs associated with any corrective action Agency

may undertake, including but not limited to an audit or a risk analysis, as a result of Contractor performing services outside the United States.

- 30.4 Agency may, at any time after the breach, terminate the Contract, upon written notice to Contractor. Agency 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.
- 30.5 If Agency determines that actual and direct damages are uncertain or difficult to ascertain, Agency in its sole discretion may recover a payment of liquidated damages in the amount of fifty percent of the value of the Contract.
- 30.6 Agency, in its sole discretion, may provide written notice to Contractor of a breach and permit Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, Agency may buy substitute services from a third party and recover from Contractor any costs associated with acquiring those substitute services.
- 30.7 Notwithstanding Agency permitting a period of time to cure the breach or Contractor's cure of the breach, Agency does not waive any of its rights and remedies provided Agency in this Contract, including but not limited to recovery of funds paid for services Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 30.8 Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of Agency. Any assignment or delegation not consented to may be deemed void by Agency.

ARTICLE XXXI: ANTITRUST ASSIGNMENT

- 31.1 Contractor assigns to Agency all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXXII: EXCLUSIVITY

- 32.1 During the term of this Agreement, Contractor shall be prohibited from offering, contracting with or performing services for any other qualified tuition program.

ARTICLE XXXIII: EXECUTION

- 33.1 This Agreement is not binding upon Agency unless executed in full.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Paul Paeglis
Ohio Tuition Trust Authority
Executive Director

REPRESENTATIVE
FIRM
TITLE

By: _____

By: _____

Date: _____

Date: _____