

April 14, 2006

Dear Web Development Professional:

The Ohio Department of Development invites interested Contractors to submit a response to this Request for Proposal (RFP) by May 10, 2006.

The RFP seeks the professional services of a Website Developer for the period from July 1, 2006 through June 30, 2007. An "Agreement for Services" contract will be negotiated with the Contractor following a competitive selection process. The budget for this project shall not exceed \$150,000 for the contract period. The award of the contract will be subject to State Controlling Board approval.

In order to be considered, your response, **the original and five copies of the proposal must be received no later than 5:00 pm on May 10, 2006** at this address:

Ohio Department of Development  
Division of Travel and Tourism  
Attention: Jim Greenhalge, Assistant Deputy Director  
77 South High Street, 29<sup>th</sup> Floor  
Columbus, Ohio 43215

The Contractor must also submit in the sealed package a copy of the proposals on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal.

The following process will be used to select a Contractor: 1) evaluation of written proposals and materials; 2) selection of top rated Contractors for oral presentation; 3) evaluation of oral presentations and selection of finalists for contract negotiation; 4) award and signature of contract; 5) Controlling Board approval.

Prior to the deadline for submission, **parties submitting proposals may not contact any of the ODOD staff or reviewers regarding the RFP.** However, interested Contractors **may submit written questions to ODOD until 5 pm EST on April 28, 2006**, which will be answered in writing. Any questions should be submitted either via email to [jgreenhalge@odod.state.oh.us](mailto:jgreenhalge@odod.state.oh.us) or to the address indicated above for proposal submissions. The questions and answers will be forwarded to all parties that request a copy of the RFP. The questions and answers will be delivered via e-mail if possible unless another method is requested.

Sincerely,

Jim Greenhalge, Assistant Deputy Director

**Ohio Department of Development**  
**Division of Travel and Tourism**  
**Request for Proposals**  
**Web Development Program**  
**Fiscal year 2007**

- A. Background
- B. Goals and Objectives
- C. Scope of Work- Performance Requirements for the Selected Agency
- D. Capability Statement
- E. Competitive Selection Process
- F. “Agreement for Services” Requirements
- G. Other RFP matters
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## **A. Background**

Usage of the Internet by travelers has steadily increased since the Travel Industry Association of America (TIA) began surveying online users in 1996. In 2005, 37% of the 216 million United States adults said they both use the Internet and made travel plans online. As such, it has become a priority of the Division of Travel and Tourism to have and maintain user-friendly consumer and industry websites.

The selected Contractor will provide a state-of-the-art Web site that will be comprehensive in nature, colorful, attractive, and easy to use and that will showcase in detail the Ohio Department of Development, Division of Travel and Tourism's (T and T) vision of attracting travel and tourism visitors.

## **B. Goals and Objectives**

The Web Development Provider (Contractor) selected will be expected to help T and T fulfill its strategic mission of, "enhancing the economic health of Ohio through marketing the state's unique travel and tourism brand attributes."

1. Telegraph the Discover Ohio brand through an experiential environment;
2. Daily reporting of key components – i.e. unique visits, page views, web hits, and quarterly reports; and
3. Ensure site returns in top three (3) of appropriate key words and the top return in appropriate sponsored search results.

## **C. Scope of Work- Performance Requirements for the Selected Agency**

The contract will be performed from July 1, 2006 through June 30, 2007.

The Web Development Provider (Contractor) shall work with the T and T's Information Office to provide ongoing development and support for DiscoverOhio.com and DiscoverOhio.com/industry; the State's online information database system, including online submission and administration components; BUCKEYE travel counselor support; and fulfillment center support.

The Contractor will perform the primary design and development of the web site and work with T and T staff on some of the development and routine maintenance.

**Key elements:** Provide fresh, innovative ideas using existing and emerging technologies to assure the best possible user experience, from both a consumer's perspective ([www.DiscoverOhio.com](http://www.DiscoverOhio.com)) and an industry member's perspective ([www.DiscoverOhio.com/industry](http://www.DiscoverOhio.com/industry) and online database submission system).

### Deliverables:

1. Provide an initial audit of both Web sites and the online submission system to determine opportunities for improvement;
2. Provide quarterly reports (minimum) on applicable emerging technologies;
3. Conduct usability survey(s) to determine the “success” of the sites/systems; and
4. Provide daily tracking of both www.DiscoverOhio.com and www.DiscoverOhio.com/industry based on agreed upon tracking categories.

**Provide Development Expertise:** Provide technical and design expertise ensuring site contains the necessary information to promote Ohio as a tourism destination as identified by T and T. Site(s) must be easily navigated by users, incorporate new technology, and have robust and easy to use database and administration features.

### Site Development Deliverables:

1. Revise and update the Web site as identified by T and T staff and Contractor;
2. Provide annual development plan, based on collaboration between the T and T staff and Contractor, with budget assigned to each element;
3. Instruct Ohio travel industry on development and Internet usage opportunities, i.e. annual conference, regional information sessions;
4. Ensure design is cohesive with overall Ohio...*So much to Discover!* brand elements;
5. Participate in brand development meetings with marketing agencies; and
6. Increase awareness of DiscoverOhio.com through search engine optimization, online key word buys, etc.

### Site Marketing Deliverables:

1. Provide initial recommendations, with supporting documentation, on how best to promote DiscoverOhio.com online;
2. Serve as direct point of contact for T and T dealing with Google Ad words, Overture, etc. (for billing, etc.);
3. Conduct search engine optimization marketing programs:
  - a. Key word buys
  - b. Organic placement- each to result in top three placement on all appropriate key word searches; and
4. Increase recognition of DiscoverOhio.com by entering the site in appropriate competitions, submitting it for relevant awards, etc.

### Client Communication Deliverables:

1. Enter the entire site or key elements of the site in at least four (4) competitions annually;
2. Maintain regular, thorough communication with the T and T staff on all aspects of work done on its behalf;

3. Provide complete project quotes for all projects, including a project overview with explanation of end product, work to be done, and any materials needed from/work to be done by the T and T staff; the total cost of the project (any overages must be agreed upon prior to work being done); and a detailed timeline; and
4. Provide monthly reports listing completed, current and planned projects; an update on current online marketing efforts; and a summary of costs incurred.

The Ohio Office of Information Technology (OIT) will provide web site hosting. However, the Contractor must have the ability to host DiscoverOhio.com (approx. 950mb), DiscoverOhio.com/industry (approx. 85mb) and our associated SQL database. The system currently operates on a shared SQL web server. **Please note:** The OIT hosting environment is Microsoft-based, and development must be compatible.

#### Reporting Deliverables:

1. Provide an initial audit of the T and T system to determine the needs for optimal operation;
2. Deliver a detailed explanation of the hosting system recommended, including type of server, security guarantees, redundancy considerations, etc.;
3. Provide access to real time web traffic analysis (i.e. Webtrends 7); and
4. Provide FTP access to the T and T system for internal maintenance, updates and development.

**Ownership of Deliverables.** All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**License in Commercial Material.** As used in this section, “Commercial Material” means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software (“Commercial Software”), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

## **D. Capability Statement**

### **Contractor Information**

Please provide capability statement with the following information about the entity:

1. Federal Tax Identification Number (F.T.I.):
2. Full name of Contractor:
3. Business address, telephone number, facsimile number and email address:
4. Please indicate the year the entity was founded. Has it operated continuously since that time?

5. Is your entity an Ohio corporation, an Ohio partnership or a sole proprietorship formed under the laws of Ohio? If yes, please set forth the charter number and date of incorporation, the county in which the partnership agreement was filed and the date, or the date since when the entity was operated as a sole proprietorship, as applicable.
6. Is the entity's total ownership by Ohio residents? If not, please explain.
7. Is the entity registered as certified Minority Business Enterprise (MBE) with the State of Ohio? Please state expiration date of certification and supply a copy of the MBE certification.
8. Do you plan on utilizing the services of a certified Ohio MBE? If so, in what capacity?
9. Does your entity have a Columbus office? If so, please describe the extent of its capability.
10. Pursuant to Ohio Elections Law, has your entity and/or any of its principals or parties listed in this RFP, or their spouses, contributed to the Governor's campaign committee's within the two previous calendar years a contribution that totaled in excess of \$1,000 per individual? If so, please state the relationship of the individual to the entity, the date of the contribution and the amount of the contribution. If not, please make an affirmative statement to that effect in your response. This statement is a mandatory submission.
11. Please provide a listing of affiliate offices and their locations.
12. Does the entity belong to any national and/or international associations? Please list and describe.
13. Please submit an organizational chart of the entity's staff by title. Indicate the number of full-time professionals and attach biographies of the principles and the heads of each major division within your entity.
14. List all services offered by the entity, excluding those that will be subcontracted. Indicate services that are offered by affiliates rather than directly by the entity.
15. To what extent will principals be involved in servicing this account?
16. Does your entity have an Affirmative Action Program? If yes, cite date of inception, its purpose/objectives; list percentage of full-time minorities and women in professional, technical and support positions.
17. List annual billings during the last five calendar years: (2000-2005).

18. Please provide evidence of your entity's fiscal soundness and financial stability. The State of Ohio does not make advance payments for services. Instead, the State makes payment on a reimbursement basis after services are performed and/or costs are incurred by the entity. Does your entity have sufficient credit to maintain this account, or, if necessary, to arrange additional financing? A current financial statement for the most recent fiscal year must be provided as required documentation, or other evidence of financial stability.
19. List entity bank affiliation(s) as credit references.

### **Account Services**

1. Please give a brief description of your entity, as you would describe it to prospective clients, including specific web developing capabilities.
2. List your entity's top four (4) in-state, national and international accounts with a description of the work you do for each account. Indicate the following for each: client; service rendered; budget; status and completion dates; objectives and strategies; a reference contact and telephone number.
3. Please provide an example of web support material your entity has prepared.
4. List your entity's results for your current accounts.
5. The entity selected must demonstrate significant knowledge and understanding about Ohio and travel and tourism. Please list specific examples of programs that give your entity insight into and an understanding of the State of Ohio and the travel and tourism industry.
6. Please outline, in detail, the significant web developments on a local, state, national and international basis rendered by your entity in the last five years.
7. Has the entity collaborated with in-state and/or national developers? If so, please give a brief description of the relationship and the identity of the firms.
8. Are current entity clients' federal, state or local government agencies? Have there been such accounts during the last five years? If so, please describe.
9. It is critical that the selected entity understand and be willing to work with T and T in meeting the goals and objectives established by T and T. Describe your proposed method of operation and servicing of this account. Name a sole Account Executive and provide the resume of the Account Executive who will represent the entity.
10. Using exhibit 6, outline your entity's staffing plan assigned to this engagement, with specific assigned functions.
11. Describe your entity's planning procedures. Detail the nature and anticipated frequency of contact with T and T.

## **E. Competitive Selection Process**

A Contractor specializing in web development and tourism marketing is being solicited under this RFP.

The following process will be used to select a Contractor:

- 1) evaluation of written proposals and materials for the mandatory and technical requirements;
- 2) selection of Contractors for oral presentation;
- 3) evaluation of oral presentations and selection of finalists for contract negotiation;
- 4) award and signature of contract;
- 5) Controlling Board approval.

A Personal Services Agreement shall be awarded to the proposal that is determined to be the most advantageous to the State, taking into consideration factors such as price and evaluation criteria set forth in this RFP.

**Oral presentations/interviews:** T and T may require top rated Contractors to be interviewed on or about May 22, 2006. The interviews provide the Contractor with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content; and allow T and T to test or probe the professionalism, qualifications, skills and work knowledge of the proposed candidates.

T and T normally will not rank interviews, demonstrations, and presentations. Rather, T and T may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and presentations.

**F. "Agreement for Services" Requirements:** If a Contractor is selected pursuant to this RFP, such Contractor shall be required to enter into a Personal Services Agreement (PSA), a copy of the general provisions of which is attached as Exhibit 1. T and T will submit the executed PSA to the State Controlling Board for approval. As part of the PSA, a scope of work will be developed to specifically set forth what will be expected of the selected agency and shall include the following:

1. Supervision of PSA/Account
  - a. Supervision of the T and T Web Development Program and budget is the responsibility of T and T's Tourism Information and Research Manager who will make assignments to the principal Contractor, monitor its performance, and approve budgets and billings.

- b. The principal Contractor will be held accountable for the performance requirements and oversight of the entire program budget.

2. Strategy/Creative Meetings

- a. The Tourism Information and Research Manager and/or designee will hold regular meetings in Columbus, Ohio to track the status and measurable results of the program and to meet T and T schedules.

T and T reserves the right to modify any of the terms of the PSA if deemed necessary for this project.

#### G. Other RFP matters

1. **Proposal Costs:** All costs of preparing and submitting proposals in response to this RFP are solely the responsibility of the Contractor. T and T shall not contribute, in any way, to the cost of the preparation and delivery of the proposal.
2. **Communications Prohibited:** Prior to the deadline for submission, parties submitting proposals may not contact any of the T and T staff or reviewers regarding the RFP. However, Contractors may submit a written R.S.V.P to the bidders conference by April 28, 2006 or and may submit written questions to T and T until 5 pm EST on April 28, 2006, which will be answered in writing. Any questions or R.S.V.P. should be submitted either via email to [jgreenhalge@odod.state.oh.us](mailto:jgreenhalge@odod.state.oh.us) or to the address indicated above for proposal submissions. The questions and answers will be forwarded to all parties that request a copy of the RFP. The questions and answers will be delivered via e-mail if possible unless another method is requested.
3. **Public Information:** All information submitted in response to this RFP shall be public information unless a statutory exception exists which would thereby determine that the information cannot be released to the public. Any information submitted with the proposal, which the Contractor feels is a trade secret must be conspicuously designated as such and shall be treated accordingly if the information is determined to be a trade secret under the laws of the State of Ohio. It is the Contractor's sole duty to identify and mark such passages it deems trade secrets. All submitted proposals will become the property of T and T and all information submitted in response to this proposal will not be returned to the Contractor.
4. **T and T rights:** At any time in the selection process, T and T reserves the right to request additional information to assist in the review process, to reissue the RFP, and to reject all proposals if T and T determines that it is in the best interests of the State of Ohio.

**H. Proposal Evaluation Criteria.**

In the Proposal evaluation phase, the selection committee consisting of T and T staff and travel and tourism professionals will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion. If the Contractor meets the mandatory requirements in the first table, the Contractor’s proposal will be included in the next part of this evaluation phase in the third table.

**First Table**

<b>Mandatory Requirements</b>	<b>Does Not Meet</b>	<b>Meets</b>
Project Manager must have, at a minimum, five (5) years experience leading development of a Web site similar in size and scope to this project.	Reject	
Team member(s) must have, at a minimum, five (5) years experience designing, creating and implementing relational databases.	Reject	
Team member(s) must have, at a minimum, five (5) years of experience designing, creating and implementing Web sites using innovative technologies.	Reject	
Team member must have, at a minimum, three (3) years experience in “search engine” organization and online key word “buys”.	Reject	

**Second Table**

<b>Criteria</b>	<b>Weight</b>	<b>“Meets” Allowable Points</b>
Proposal technical requirements	70%	350 Points
Oral presentation	20%	100 Points
Proposal cost	10%	50 Points
Total	100%	500 Points

**Third Table**

<b>Technical Proposal</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>	<b>Greatly Exceeds</b>	<b>Line Score</b>
<b>Scoring Points</b>		<b>0</b>	<b>5</b>	<b>7</b>	<b>9</b>	
The Contractor must be a registered business for five (5) or more years and document, at minimum, three (3) previous jobs similar to this project and provide details of similarities (Exhibits 2, 3 and 4).	20					
The Contractor must provide team staffing names and positions detailing each members experience, background and work assignment (Exhibit 6).	15					
The Contractor must provide documentation to demonstrate technical capacity and financial stability.	5					
The Contractor must explain how it will accomplish this Project (Work Plan)	5					
Ohio-based entity	20					
Ohio-based entity and a registered Minority Business Enterprise (MBE)	5					
<b>Sub-Total Technical Score Prior to Oral Presentation</b>						
Oral presentation by Contractor of not-more-than the top three (3) Proposals.	20					
<b>Applicants Total Technical Proposal Score</b>						
Cost Summary (Attachment Ten).	10	(Maximum possible score is 70 points)				
<b>Applicants Total Score</b>						

**Financial Ability.** Part of the Proposal evaluation criteria is the qualifications of the Contractor that includes, as a component, the Contractor’s financial ability to perform the PSA. T and T may require that the Contractor submit audited financial statements for up to the past three years if T and T is concerned that the Contractor may not have the financial ability to carry out the PSA.

In evaluating the Contractor’s financial ability, the weight T and T assigns, if any, to that financial ability will depend on whether the Contractor’s financial position is adequate or inadequate. That is, if the Contractor’s financial ability is adequate, the value assigned to the Contractor’s relative financial ability in relation to other Contractors may or may not be significant. If T and T believes the Contractor’s financial ability is not adequate, T and T may reject the Proposal despite its other merits.

## I. Timetable for RFP

Release of RFP	April 14, 2006
Inquiry Period Begins:	April 14, 2006
R.S.V.P.'s for Bidders Conference due	April 28, 2006
Inquiry Period Ends	April 28, 2006 at 5:00 p.m.
Bidder's Conference	May 3, 2006 at 3:00 p.m.
<b>Proposal Due Date</b>	<b><u>May 10, 2006 at 5:00 p.m.</u></b>
<b>Proposals received after 5:00 p.m. EST on the due date will not be evaluated.</b>	
Oral Presentation	Week of May 22, 2006
Finalists selected for contract negotiation	June 7, 2006
Contractor selected is notified	June 8, 2006
Seek State Controlling Board approval	TBD
Project period/contract begins	July 1, 2006

**Bidders Conference:** A bidders' conference will be held Tuesday, May 3, 2003 at 3:00 p.m. at:  
Riffe Center  
31<sup>st</sup> Floor, Room B&C  
77 South High St. (between State and Broad)  
Columbus, OH 43215

Parking is available at the Riffe Center parking garage, entrance off Front St. or at various lots in the downtown area. This conference is designed to review the RFP and answer any questions of interested Contractors. Contractors attending are welcome to send up to two representatives. Interested contractors please send written R.S.V.P (by email or to the address indicated above for proposal submissions) for the conference no later than Friday, April 28, 2006.

**Proposal Submission:** All interested Contractors should submit five (5) copies of their response by no later than **5 p.m. Wednesday, May 10, 2006** to:

Jim Greenhalge  
Assistant Deputy Director  
Ohio Division of Travel and Tourism  
77 South High St, 29<sup>th</sup> Floor  
Columbus, OH 43215  
Phone: 614-995-4233  
Fax: 614-466-6744

\*\* Please note, submissions will not be returned.

**Presentations:** Following evaluation of the proposals, invitations will be sent during the week of May 15, 2006 to the finalist Contractors inviting them to make a 60-minute presentation to the selection committee. The presentations will be made at the Riffe Center the week of May 22, 2006. The selected Contractors must utilize the individuals who will service this account during the presentation. (Content of the presentation consistent with the RFP.) Additional discussions may be required as finalists are identified.

**J. Exhibits**

The following exhibits must be completed and returned as part of the Contractor's RFP:

1. Agreement for Services
2. Applicant Profile Form 1
3. Applicant Profile Form 2
4. Applicant Profile Form 3
5. Applicant References
6. Applicant's Proposed Work Team
7. Applicant Performance Form
8. W-9 Form
9. Cost Summary

**AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, (hereinafter referred to as "Sponsor"), and \_\_\_\_\_ (hereinafter referred to as "Contractor"). This Agreement shall have the ODOT Agreement Control Number \_\_\_\_\_.

**STATEMENT OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. 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.

2. 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.

3. Time of Performance. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on \_\_\_\_\_, 2006 and all activities under this Agreement shall be completed not later than \_\_\_\_\_, 2007, 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.

4. 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 \_\_\_\_\_ Thousand and No/100 Dollars (\$00.00).

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

- a). Delivery of the commodity or performance of the service described in Exhibit I;
- b). Date or dates of the purchase or 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.

6. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personal expenses associated with the performance of this Agreement unless otherwise stated herein.

7. 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.

8. Termination. Sponsor may terminate this Agreement upon thirty (30) days written notice if Contractor fails to perform the work and activities set forth in Exhibit I in a reasonable manner under the terms of this Agreement and within the term of this Agreement, as set forth in Section 3 herein. 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. Grounds for termination include, but are not limited by, outstanding liabilities and/or the falsification of information.

9. 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.

10. 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, 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 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.

11. 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.

12. Indemnification. The 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. The Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims.

13. Ohio Ethics Laws. Contractor affirms that it is not in violation of Ohio Revised Code §102.04, as that section is applicable to this Agreement and Contractor.

14. 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.

15. 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.

16. Adherence to State and Federal Laws, Regulations. Contractor agrees to comply with all applicable federal, state, and local laws related to Contractor's performance of the obligations of this Agreement. 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 on the performance of the work authorized by this Agreement.

17. 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.

18. 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). 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.

1). In case of Sponsor, to:

Ohio Department of Development  
P.O. Box 1001  
Columbus, Ohio 43216-1001

2). In case of Contractor, to:

FTI Number:

f). 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.

g). 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.

h). Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). 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**

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

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

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

Lt. Governor Bruce Johnson  
Director of Development

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

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

**CONTRACTOR PROFILE FORM 1**

**Please provide three examples of similar and recent (within 2 years) work done for another client.**

Contractor:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Description of scope of the project in detail, including Contractor’s role. Also explain the relevance or similarity of the project to this project. If appropriate, the Contractor may write “see attachment” for information contained within the RFP submission.</p>		

**CONTRACTOR PROFILE FORM 2**

**Please provide three examples of similar and recent (within 2 years) work done for another client.**

Contractor:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Description of scope of the project in detail, including Contractor’s role. Also explain the relevance or similarity of the project to this project. If appropriate, the Contractor may write “see attachment” for information contained within the RFP submission.</p>		

**CONTRACTOR PROFILE FORM 3**

**Please provide three examples of similar and recent (within 2 years) work done for another client.**

Contractor:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Description of scope of the project in detail, including Contractor’s role. Also explain the relevance or similarity of the project to this project. If appropriate, the Contractor may write “see attachment” for information contained within the RFP submission.</p>		

**CONTRACTOR REFERENCES**

Three (3) professional references that have received services from the Contractor in the past two (2) years.

Contractor Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:		Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Contractor's role in this project.			

Contractor Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:		Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Contractor's role in this project.			

Contractor Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:		Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Contractor's role in this project.			

**CONTRACTOR'S PROPOSED WORK TEAM**

List the proposed work team by position title, name and duties below:

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

**Duty  
Assignment/Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

**Duty  
Assignment/Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

**Duty  
Assignment/Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

**Duty  
Assignment/Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

**Duty  
Assignment/Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR PERFORMANCE FORM**

The Contractor must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Contractor has had a contract terminated for default or cause. If so, the Contractor must submit full details, including the other party’s name, address, and telephone number.
	The Contractor has been assessed any penalties in excess of twenty thousand dollars (\$20,000.00), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Contractor must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Contractor was the subject of any governmental action limiting the right of the Contractor to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Contractor, any officer of the Contractor, or any owner of a twenty percent (20%) interest or greater in the Contractor has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Contractor, any officer of the Contractor, or any owner with a twenty percent (20%) interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Contractor from consideration, at the sole discretion of T and T, such an answer and a review of the background details may result in a rejection of the Contractor’s proposal. T and T will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Contractor’s performance on the project, and the best interests of T and T.

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do NOT  
 send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								

OR

Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

### Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

List account number(s) here (optional)

### Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

**Sign Here**

Signature ▶

Date ▶

*Section references are to the Internal Revenue Code.*

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

**5.** You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

**COST SUMMARY**

<b>Cost Data</b>	
<b>(All items spelled out in Scope of Work)</b>	Not to Exceed \$120,000
	Hourly Rate \$84.00
	Hourly Rate \$ N/A
<b>Special Note: All reimbursable expense must be billed at cost. No agency commission will be permitted. Telephone, faxes, copies, postage, hardware/software, domain registrations, search engine optimizations, and web hosting.</b>	Not to Exceed \$30,000
	Hourly Rate \$ N/A
<b>Total of fees and reimbursable expenses cannot exceed:</b>	<b>\$150,000</b>

Cost must be reflected in U.S. Dollars