



**State of Ohio**  
**Workforce Planning Communication**  
**– Change Management**

Prepared February 1, 2011

**R E Q U E S T F O R Q U O T A T I O N**

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## INTRODUCTION AND BACKGROUND

### PURPOSE OF THE REQUEST FOR QUOTATION

The Department of Administrative Services (DAS), Human Resources Division (HRD) is seeking a comprehensive approach to creating a change management communication plan for the latest on enterprise workforce planning. This includes extending communication to over 58,000 State employees in various job categories, agencies and geographic locations for which a large portion are also unionized.

This Request for Quotation (RFQ) identifies work to be performed under the anticipated contract. Services will be rendered, and deliverable items completed, within the 2011 fiscal year. The work will take place between March, 2011 and no later than June 30, 2011.

This engagement will help DAS-HRD define the approach, including a gap analysis for extending communications statewide. The intention is to provide a deeper understanding of the existing environment and capabilities with an emphasis for how enterprise workforce planning will change the way management conducts their business as well as how all employees should find benefits to having a strategic workforce plan. In other words, further integrate both our State agencies by not only engaging internal business partners but the general population of State employees. Finally, through this effort, we will gain tools for sustaining the change management conversation as new employees on-board.

### BACKGROUND

In spring of 2009 the Governor signed an agreement allowing the Pew Center<sup>1</sup> on the States to assist DAS-HRD in developing a statewide workforce planning policy and tools to better strategically align our workforce. The project goal is to enhance the Human Resource role as a strategic business partner across state government so the workforce is managed most effectively.

Additionally, we will assist agencies to target their investments in personnel to achieve their core service functions; developing every employee to be knowledgeable and prepared for the job they have been assigned, and identifying needed workforce skills, talents and knowledge and recruiting public service-minded Ohioans to meet those needs.

DAS-HRD, which is an outward facing customer-service oriented division, is tasked with ensuring creation, adoption and enforcement of the statewide directive through:

- championing acceptance of the policy from executive leadership in the state as a vital part of overall business strategic planning and ensuring a seat at the table for HR leadership in executive planning sessions
- creation of a long term road map to effectively manage workforce needs even as specific unforeseen challenges change short term plans
- clearly defining the components of an effective planning process, including a full resource packet and agency consultation
- development of the specific processes, standard reports and analytical tools for use by agencies that can be monitored and used at an enterprise level, a regular scheduled review and update process to refine the policy over time

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<sup>1</sup> The Pew Center on the States (PCS) works to advance state policies that serve the public interest. PCS conducts credible research, brings together diverse perspectives, and analyzes states' experiences to determine what works and what does not. PCS works with a wide variety of partners to identify and advance nonpartisan, pragmatic solutions for pressing problems affecting Americans. <http://www.pewcenteronthestates.org>

The workforce planning directive ([DAS Directive HR-D-15](#)) frames the methodology for enterprise workforce planning, ensuring that personnel are most effectively deployed throughout state agencies to achieve enterprise efficiency and maximum opportunity to contribute when and where their talents are most needed. As such, the directive requires cabinet level agencies, boards and commissions develop a workforce planning policy and to establish uniform guidelines for developing those policies. “Workforce planning” is the framework management relies on for making staffing and resource decisions that are linked to the agency’s mission, strategic plan and budgetary resources. Through a groundbreaking collaboration between DAS, the state’s agencies, and the unions, workforce planning will become an essential planning process by which the state can achieve the intended philosophy of controlling the size and cost of government. The State intends to optimize supervisor to subordinate ratios, conduct a deliberate evaluation of duties where possible, and utilize the most cost effective classifications to deliver the best possible service.

Issues addressed through this enterprise workforce planning effort will be:

- continued attraction and retention of a capable and diverse workforce
- on-going professional development of existing personnel
- cooperation between state agencies to achieve budgetary efficiencies and optimal use of existing state talent through enterprise planning
- appropriate succession planning to ensure transition of institutional knowledge
- effective use and maintenance of a classification plan that facilitates planning decisions and alignment of workforce to strategic business goals

In June, 2010 an amendment to the original MOU with Pew Center on the States was signed noting that the grant awarded to Ohio from the management lab would be used to create a communication plan for change management as well as a timeline for leading the change management effort to include conversations with senior leadership at an agency, board or commission, middle and front-line managers and employees both exempt and bargaining unit.

The Workforce Planning Employee Communications project will research, design and implement a communications plan targeting State of Ohio employees. The success of the overall WfP Initiative requires support of the larger State workforce. The vendor will create an effective organizational change management plan and supporting materials to ensure that all affected personnel receive assistance to help them manage change in their area. The purpose of the WfP Employee Communications Project is to coordinate changes across the entire State of Ohio employee population. The plan will document why changes are beneficial, determine how the communications will be delivered, and create a product that can be used to manage the communications even after the first wave of employee communication.

## **EXISTING ENVIRONMENT**

The communications approach will need to reach a state employee population of approximately 58,000, distributed across all 88 counties of the state and in all cabinet level agencies. While the Department of Administrative services provides email services to at least 15,000 state employees, there are a number of agencies that are not currently accessible via the state’s primary email servers. Additionally, these employees may not have access to an agency provided email account. However, there is an established website for the project that can be reached by all employees <http://wfp.das.ohio.gov/> as well as a specific email [WFP@das.state.oh.us](mailto:WFP@das.state.oh.us). The effective communications approach will include the initial plan for educating state employees about the WfP initiative and provide ongoing activities/materials that can be used for new waves of state employees as they on-board with the State of Ohio.

## **BUSINESS DRIVERS**

- Changing environment
- Strategic partnerships
- Integration of information technology reporting tools

## **ADMINISTRATIVE**

### **GENERAL QUALIFICATIONS**

In order for the selected vendor and its proposed candidates to be successful, it is important that they have relevant, successful experience in similar settings, specifically the public sector. In your proposal, specify your vendor background information and history, list experience with the state of Ohio, list experience with public sector clients, provide an overview of the areas the vendor specializes in, primarily related to the scope of this effort, and how the vendor plans to support this engagement.

### **PROPOSAL INQUIRIES**

Vendors may make inquiries regarding this RFQ any time during the inquiry period listed on the RFQ cover sheet. The State may not respond to any improperly formatted inquiries. The State will try to respond to all inquiries within 24 hours, excluding weekends and State holidays. The State may extend the proposal due date.

To make an inquiry, vendors must use the process outlined below.

- Access the State Procurement Web site at <http://procure.ohio.gov/>.
- From the Navigation Bar on the left, select “Find It Fast”.
- Select “Doc/Bid/Schedule #” as the Type.
- Enter the RFQ number found on the first page of this RFQ (the RFQ number begins with “DAS”).
- Click the “Find It Fast” button.
- On the document information page, click the “Submit Inquiry” button.
- On the document inquiry page, complete the required “Personal Information” section by providing:
  - First and last name of the prospective vendor’s representative who is responsible for the inquiry;
  - Name of the prospective vendor;
  - Representative’s business phone number, and
  - Representative’s e-mail address.
- Type the inquiry in the space provided, including:
  - A reference to the relevant part of this RFQ;
  - The heading for the provision under question, and
  - The page number of the RFQ where the provision can be found.
  - Click the “Submit” button.

A vendor submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an e-mail acknowledging receipt. The vendor will not receive a personalized response to the question nor notification when the State has answered the question. The vendor is responsible for going to the website to review the answer.

Vendors may view inquiries and responses on the State’s Procurement Web site by using the “Find It Fast” feature described above and by clicking the “View Q & A” button on the document information page.

### **DUE DATES**

All quotations are due by 1:00 pm EST, February 11, 2011. Any quotation received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late quotations will not be evaluated for award.

### **SCHEDULE OF EVENTS**

All times are Eastern Standard Time (EST).

<b>Event</b>	<b>Date</b>
1. RFQ Distribution to vendors; period for questions* from vendors begins	January 31, 2011
2. Period for questions from vendors closes	February 8, 2011
3. Quotation Due Date	1:00 p.m., February 11, 2011
4. Target Date for Review of Quotations	February 14, 2011
6. Anticipated decision and selection of vendor(s) – Week of	February 21, 2011
7. Anticipated commencement date of work	March 14, 2011
* The State will try to respond to all inquiries within 24 hours, excluding weekends and State holidays.	

## **GUIDELINES FOR QUOTATION PREPARATION**

### **QUOTATION SUBMISSION**

Award of the contract resulting from this RFQ will be based upon the most responsive vendor whose offer will be the most advantageous to the State of Ohio in terms of functionality and other factors as specified elsewhere in this RFQ.

The State of Ohio reserves the right to:

- Reject any or all offers and discontinue this RFQ process without obligation or liability to any potential vendor,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

Vendor's quotation shall be submitted in several parts as set forth below. The vendor will confine its submission to those matters sufficient to define its quotation and to provide an adequate basis for State of Ohio's evaluation of the vendor's quotation.

In order to address the needs of this procurement, State of Ohio encourages vendors to work cooperatively in presenting integrated solutions. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance and delivery for the project being provided under this RFQ. State of Ohio will recognize the integrity and validity of vendor team arrangements provided that:

- The arrangements are identified and relationships are fully disclosed and
- A prime vendor is designated that will be fully responsible for all contract performance.

Vendor's quotation in response to this RFQ will be incorporated into the final agreement between State of Ohio and the selected vendor(s). The submitted quotations must include each of the following sections:

1. Cover Letter
2. Executive Summary
3. Scope, Approach and Methodology
4. Project Tasks
5. Vendor Qualification
6. Detailed and Itemized Pricing
7. Appendix A: References
8. Appendix B: Project Team Staffing
9. Appendix C: Vendor Overview
10. Appendix D: Agreement For Services – Acknowledgement of Acceptance of Terms & Conditions
11. Appendix E: Offshore Services Terms and Conditions

## **DETAILED RESPONSE REQUIREMENTS**

### **COVER LETTER**

This section must include a statement of the vendor's interest in submitting a response and general overview explaining the experience and qualifications of the vendor as relevant to this RFQ.

### **EXECUTIVE SUMMARY**

This section must include a high-level synopsis of the vendor's responses to the RFQ. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

### **Assumptions**

The following assumptions must be addressed and included in the vendor's response to the RFQ. Additional assumptions raised by the vendor that are necessary for unique consideration of their proposal may also be included and explained in this section.

- HRD anticipates the project to take between 10-15 weeks. HRD expects the vendor to propose the project timeline that best meets the objective of the project.
- The availability of the senior leadership participants and other State participants will be a constraining factor, as each person will be performing their regular full-time responsibility. The vendor should anticipate this and plan to staff the project with flexibility and with consultant(s) that can adapt and be efficient in this scenario. Advanced scheduling of activities and adherence to this schedule will be critical to gaining access to State employees.
- The project timeline may be extended upon mutual agreement between the vendor and the State to complete engagement if circumstances necessitate delay. As this is a Firm Fixed Price, neither the payments nor the total cost of purchase order will be modified for any such delay.
- HRD expects the vendor to propose the staffing that best meets the objective of the project, and leave it to the vendor's discretion and experience to propose the appropriate staffing and roll-on / roll-off scheduling. Any roll-on / roll-off assumptions should be specified and will be validated and/or changed at project initiation by the State and the vendor.

### **SCOPE, APPROACH, AND METHODOLOGY**

HRD is seeking a comprehensive approach to creating a plan for change management around the enterprise workforce planning initiative. Consideration for the various audiences within the State of Ohio employee population is a critical factor for any proposed activities and communications. This includes over 58,000 employees in various job categories, agencies and geographic locations. A large portion of the state workforce is comprised of union members.

This effort will be approached in Three Phases. Phase 1 will focus on the creation of tailored plan that will reach the various audiences. Phase 2 will build on Phase 1, and focus on the scheduling, delivery and deployment aspects of this assignment. Phase 3 will focus on sustaining the product for post initiation of change, in other words providing the tool(s) for future employee orientation.

The section must also include a description of the vendor's methodology for completing the type and scale of project. Include the method and approach used to manage the overall project and client correspondence. Be specific enough to demonstrate that the vendor and its project team have a clear understanding of and method to achieve the project objectives.

## **PROJECT TASKS**

Describe how the engagement proceeds from beginning to end. Provide a draft timeline that clearly identifies high-level milestones. The vendor should supply a high level, time-phased schedule of work. This schedule will be refined with the State upon project initiation.

The vendor must include a narrative description of how they will accomplish the activities described in this section.

### **1. Engagement Initiation**

The vendor's engagement team leads State project sponsors and stakeholders in an engagement kickoff meeting to confirm expectations about the purpose of the engagement, the delivery approach and timelines, the amount of time and effort required from the participants, and the expected milestones and deliverables. The objectives of the meeting are focused on:

- Introduction of the delivery team, roles, and responsibilities
- Project goals and purpose of engagement
- Explanation of the expected engagement deliverables and work products

The deliverables for this phase will be the Project Management Documentation – Due to the abbreviated duration of this engagement, minimal documentation will include a Project Plan, Project Schedule, and Project Status reports along with any additional documentation needed to support the project management function as needed.

### **2. Understand the audiences and revise the approach**

This phase is focused on understanding the State's various audiences and how they can be reached.

- Understand current email infrastructure and statewide communication options via existing systems
- Revises the approach and recommends tools to facilitate, etc., as needed
- Solutions report
- Schedule for delivery

### **3. Delivery and deployment**

In this phase, the efforts turn toward implementation of the plan to communicate for change management of integrating enterprise workforce planning.

- Deployment Status report for percentage of population targeted versus percentage participated/reached, etc.

### **4. Develop Final Report and tools for sustaining the communication**

The last step in this task will create the project artifact along with the solutions for sustaining communication regarding workforce planning and change management.

- Present a Final Report - a high level summarization of the project and constraints or risks that were mitigated, etc. presented in MS PowerPoint format not to exceed 1 hour in length.
- The Final Report will also include the deliverables to sustain the communication for future State employees as well as a list of benefits and disadvantages of each.

**VENDOR QUALIFICATIONS**

In order for the selected vendor and its proposed candidates to be successful, it is important that they have relevant, successful experience in similar settings (public sector, union environment) and experience in business organizational communications (change management). Specify vendor background information/history, list experience with the state of Ohio, list experience with public sector, provide overview of the areas the vendor specializes in (primary related to the scope of this effort) and how the vendor plans to support this engagement. The contract vendor will assemble a delivery team consisting of the contract vendor’s personnel or authorized agents. At minimum, the proposed team must consist of a Project Manager/Team Lead who will manage the day to day operations of the project and all other PM duties and responsibilities as pertain to successful completion of the assessment.

<b>KEY PROJECT DELIVERABLES / ARTIFACTS</b>			
<b>Project Artifacts</b>			
<b>Key Deliverable</b>	<b>Responsibility</b>	<b>Acceptance Criteria</b>	<b>Approval Required</b>
Project Plan	Vendor	Describes the problem or value proposition addressed by the project. Describes the work that will be performed Identifies team members Identifies the deliverables and timeline for completion Contains Project Schedule and timeline for completion of all deliverables prior to contract end timeline and milestones Contains acceptance criteria for deliverables. Contains plan for identifying and managing risk and issues. Must have been developed and coordinated and agreed upon by all listed resources. Must be delivered within 2 days of contract start date. Must be completed in MS Project/Word/Visio as appropriate.	Vendor PM and HRD PM

<b>KEY PROJECT DELIVERABLES / ARTIFACTS</b>			
<b>Key Deliverable / Artifact</b>	<b>Responsibility</b>	<b>Acceptance Criteria</b>	<b>Approval Required</b>
Solutions Report	Vendor	Acceptance Criteria will be determined and finalized with the acceptance of the Project Plan.	Vendor PM and HRD PM
Deployment Status Reports	Vendor	Contains progress, planned activities, issues and risks. Will be delivered to HRD PM weekly by 12:00 noon the following Monday after completing work.	HRD PM
Final Report & sustainability tool(s) presentation	Vendor	Acceptance Criteria will be finalized with the acceptance of the Project Plan and at a minimum will include vendor communicates to/with at least 95% of target audience.	Vendor PM and HRD PM

**DETAILED AND ITEMIZED PRICING**

Vendor must provide its quote on vendor letterhead using the following tables. Costs must include the position description, hourly rate, and number of hours.

Table 1 – Payment for Deliverable(s)

<b>Payment Milestone/Deliverable</b>	<b>Cost</b>
Project Initiation – Project documentation	Sum to be paid per deliverable TBD
Phase 1 – Solutions report	Sum to be paid per deliverable TBD
Phase 2 – Deployment status report	Sum to be paid per deliverable TBD
Phase 3 – Final report and sustainability tool(s) presentation	Sum to be paid per deliverable TBD
<b>Not-To-Exceed- Fixed Price</b>	<b>\$48,000</b>

The selected vendor will be expected to submit and invoice for payment after the completion of each deliverable/phase itemized.

#### **APPENDIX A: REFERENCES**

Provide three current corporate or governmental references for similar work.

#### **APPENDIX B: PROJECT TEAM STAFFING**

The vendor must provide resumes and relevant experience of all staff and management personnel that will be working on the project. Describe the qualifications and relevant experience of the people that would be assigned to this project by providing biographies for those staff members. Please indicate the role that each person is being proposed to fill. Describe bonding process and coverage levels of employees. Affirm that no employees working on the engagement have ever been convicted of a felony and no work will be performed by outsourcing off-shore.

#### **APPENDIX C: VENDOR OVERVIEW**

Provide the following for your vendor:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers, including payment address as registered in OAKS, if registered in OAKS.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers
- Person authorized to contractually bind the organization for any quotation against this RFQ.
- Brief history, including year established and number of years your vendor has been change management services
- MBE Certification, if applicable
- State Term Schedule Certification, if applicable
- Conflict of Interest Statement

#### **APPENDIX D: AGREEMENT FOR SERVICES**

The vendor awarded the Contract by the State of Ohio is required to execute an “Agreement for Services By and Between the Vendor and the State of Ohio, Department of Administrative Services” (Agreement). The State of Ohio has provided the core of the Agreement. The vendor must agree to all of the terms and conditions contained in the Agreement. The State of Ohio will not negotiate any of those terms (Article I, Scope of Work) and the cost (Article V), will be finalized after negotiation between the vendor awarded the contract and the State of Ohio (See page 17 of this document for the State template).

#### **APPENDIX E: OFFSHORE TERMS AND CONDITIONS AND CONTRACTOR/ SUBCONTRACTOR AFFIRMATION AND DISCLOSURE**

Provide a completed and signed copy of the offshore terms and conditions and a completed contractor/subcontractor affirmation and disclosure form.

## EVALUATION FACTORS FOR AWARD

### CRITERIA

Any award to be made pursuant to this RFQ will be based upon the quotation with appropriate consideration given to operational, technical, and management requirements. Evaluation of offers will be based upon the vendor's responsiveness to the RFQ. State of Ohio may, at their discretion and without explanation to the prospective vendors, at any time choose to discontinue this RFQ without obligation to such prospective vendors.

The evaluation committee will compare those submitted responses on how each response particularly addresses the following areas:

1. Quality of deliverable
2. Timeline
3. Experience with similar projects

### TERM & CONTRACT

- Space will be provided in HRD's offices at 30 E. Broad St., Columbus, Ohio 43215. Actual time spent onsite will depend on the project schedule, tasks, associated activities and the vendor's proposal, however it is anticipated that some percentage of the work effort will be conducted at the **vendor** facility.
- The terms of the contract must be fulfilled no later than June 30, 2011.
- No additional costs, such as travel, meals, lodging, taxes, parking or other associated costs may be charged separately for this work. The vendor's sole compensation for the duties described herein shall be the billings for the completed, accepted deliverables.
- All work performed by the vendor shall be the sole property of the State of Ohio.

## **QUOTATION SUBMITTAL**

(1) Each vendor must submit four (4) complete, sealed and signed copies of its quotation and each quotation must be clearly marked “HRD Workforce Planning Communication – Change Management” on the outside of its envelope along with vendors name.

(2) A single electronic copy of the complete quotation must also be submitted with the printed quotations. Electronic submissions should be on a CD, DVD or USB memory stick.

The State may reject late quotations regardless of the cause for the delay. The State may also reject any quotation that it believes is not in its interest to accept and may decide not to do business with any of the vendors responding to this RFQ.

Quotations MUST be submitted to the State’s Procurement Representative:

**Jessica Schuster, HR Manager**  
**Department of Administrative Services**  
**Human Resources Division**  
**30 East Broad Street, 27<sup>th</sup> Floor**  
**Columbus, OH 43215**

## **PROPRIETARY INFORMATION**

All quotations and other material submitted will become the property of the State and may be returned only at the State’s option. Proprietary information should not be included in a quotation or supporting materials because the State will have the right to use any materials or ideas submitted in any quotation without compensation to the vendor. Additionally, all quotations will be open to the public after the contract has been awarded.

The State may reject any Proposal if the vendor takes exception to the terms and conditions of this RFQ.

## **WAIVER OF DEFECTS**

The State has the right to waive any defects in any quotation or in the submission process followed by a vendor. But the State will only do so if it believes that is in the State’s interest and will not cause any material unfairness to other vendors.

## **REJECTION OF QUOTATIONS**

The State may reject any quotation that is not in the required format, does not address all the requirements of this RFQ, or that the State believes is otherwise not in its interest to consider or to accept. In addition, the State may cancel this RFQ, reject all the quotations, and seek to do the work through a new RFQ or other means.

## **EVALUATION OF QUOTATIONS**

### **Clarifications and Corrections**

During the evaluation process, the State may request clarifications from any vendor under active consideration. It also may give any vendor the opportunity to correct defects in its quotation. But the State will allow corrections only if they do not result in an unfair advantage for the vendor and it is in the State’s best interest.

### **Requirements**

This RFQ asks for responses and submissions from vendors. While each criterion represents only a part of the total basis for a decision to award the contract to a vendor, a failure by a vendor to make a required submission or meet a requirement will normally result in a rejection of that

vendor's quotation. It is not a basis for determining the importance of meeting any requirement to participate in the quotation process.

The evaluation process may consist of:

1. The procurement representative's initial review of all quotations for defects; and
2. The review committee's evaluation of the quotations.

### **Initial Review**

The procurement representative normally will reject any incomplete or incorrectly formatted quotation, though the procurement representative may elect to waive any defects or allow a vendor to submit a correction. If a late quotation is rejected, the procurement representative will not open or evaluate the late quotations. The procurement representative will forward all timely, complete, and properly formatted quotations to a review committee, which the procurement representative will chair.

### **Committee Review of the Quotations**

The State's review committee will evaluate each quotation that the procurement representative has forwarded to it.

At any time during this phase, the State may ask a vendor to correct, revise, or clarify any portions of its quotation.

The State will document all major decisions in writing and make these a part of the file for each quotation considered.

### **Determination of Responsibility**

The State may review the highest-ranking vendors or its key team members to ensure that the vendor is responsible. The Contract may not be awarded to a vendor that is determined to be not responsible. The State's determination of a vendor's responsibility may include the following factors: the vendor's and its key team members' experience, past conduct on previous Contracts, past performance on previous Contracts, ability to execute this contract properly and management skill. The State will make such determination of responsibility based on the vendor's quotation, reference evaluations and any other information the State requests or determines to be relevant.

### **Changing Candidates**

A major criterion on which the State bases the award of the contract is the quality of the vendor's candidate(s). Changing personnel after the award may be a basis for termination of the contract.

### **Contract Award Process**

It is the State of Ohio's intention to award one contract under the scope of this RFQ, based on the RFQ Calendar of Events schedule, so long as the State determines that doing so is in the State's best interests and the State has not otherwise changed the award date. Any award decision by the State under this RFQ is final. After the State makes its decision under this RFQ, all Proposers will be notified in writing of the final evaluation and determination as to their proposals.

**AGREEMENT FOR SERVICES by and BETWEEN XXXXXXXXXXXXXXXXXXXXXXXX  
AND the State of OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Agreement, by and between the state of Ohio, Department of Administrative Services (the "State"), located at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215, and XXXXXXXXXXXXXXXX (the "Independent Contractor"), located at XXXXXXXXXXXXXXXXXXXXXXXX, is effective as of the date of the signature by the State.

**ARTICLE I: SCOPE OF WORK**

The parties agree that the scope of work under this Agreement shall be as follows:

**ARTICLE II: STATEMENT OF WORK**

1. In consideration for the promises and performance of the State as set forth herein, the Independent Contractor shall undertake the work and activities set forth in Article I.
2. The Independent Contractor declares that it is engaged as an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business, as well as any specialized insurance that is specified herein, that may be required to carry out its business and perform under the terms of this Agreement. The Independent Contractor agrees that it does not have any authority to sign agreements, notes and/or obligations or to make purchases and/or dispose of property for or on behalf of the State.
3. If applicable, the Independent Contractor shall deliver, assign, transfer and convey to the State all rights, title and interest to all documents, data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technology information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation and other materials and property prepared or developed or created or discovered under or in connection with this Agreement (the "Deliverables").
4. The Independent Contractor declares that it is engaged in the same or similar activities for other customers and that the State is not its sole and only customer.
5. The Independent Contractor shall furnish professional services performed in accordance with applicable commercial standards necessary for the satisfactory performance of the work hereunder. Services shall be performed by the Independent Contractor and the State shall not hire, supervise or pay any assistants to the Independent Contractor in its performance under this Agreement. The State shall not be required to provide any training to the Independent Contractor to enable it to perform services required hereunder.

6. The Independent Contractor shall furnish its own support staff, materials, tools, equipment and other supplies necessary for the satisfactory performance of the work hereunder, unless stated otherwise in Article I. Neither the Independent Contractor nor its personnel shall, at any time or for any purpose, be considered as employees or agents of the State.

7. The State may, from time to time as it deems appropriate, communicate specific instructions and requests to the Independent Contractor concerning the performance of the work described in this Agreement. 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 said tasks by the Independent Contractor. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Independent Contractor. The State retains the right to ensure that the work of the Independent Contractor is in conformity with the terms and conditions of the Agreement.

8. The Independent Contractor shall determine the hours required to perform the services to be provided under this Agreement, and retains discretion over its schedule when performing services on the premises of the State, subject to the State's normal business hours and security requirements.

#### ARTICLE III: 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 statutory provisions under 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 the State gives the Independent Contractor written notice that such funds have been made available to the State, by the State's funding source.

#### ARTICLE IV: TIME OF PERFORMANCE

This Agreement shall remain in effect until the work described in Article I and Article II is completed to the satisfaction of the State and the Independent Contractor is paid in accordance with Article V, or until terminated as provided in Article XI, whichever is sooner. This Agreement must be completed by the 30th day of June 2011.

As the current General Assembly cannot commit a future General Assembly to an expenditure, this Agreement will expire June 30, 2011. The State may renew this Agreement on the same terms and conditions in a new biennium by giving written notice to the Independent Contractor prior to June 30, 2011. In no event may any renewal extend beyond the expiration of a biennium.

#### ARTICLE V: COMPENSATION

1. In consideration for the promises and performance of the Independent Contractor as set forth herein, the State agrees to:

Pay to the Independent Contractor, upon actual receipt of proper invoices, progress payments per deliverable not to exceed forty-eight thousand dollars (\$48,000) for the services performed in accordance with Article I and Article II, of this Agreement.

An invoice is not proper if it contains a defect or impropriety. The State shall notify the Independent Contractor within fifteen (15) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety. Invoices shall be sent to:

**Department of Administrative Services**

**Human Resources Division**

**30 East Broad Street, 27<sup>th</sup> Floor**

**Columbus, Ohio 43215**

Section 126.30 of the Revised Code is applicable to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Revised Code.

2. The Independent Contractor shall be responsible for and assume all office and business expenses, including all travel-related expenses, that are incurred as a result of the performance of this Agreement.

3. It shall be mutually agreed and understood between both parties that the total amount to be paid by State to the Independent Contractor under this Agreement shall in no event exceed the sum of forty-eight thousand dollars (\$48,000), unless the State provides the Independent Contractor with prior approval, and such prior approval may only be provided by the State after the State has obtained any required authorization necessary to give such an approval.

**ARTICLE VI: RECORD KEEPING REQUIREMENTS**

1. The Independent Contractor shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.

2. The Independent Contractor shall keep separate business records for this project, including records of disbursements made and obligations incurred in the performance of this Agreement which records shall be supported by contracts, invoices, vouchers and other data as appropriate.

3. During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Independent Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing

financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Independent Contractor involving transactions related to this Agreement. The Independent Contractor shall, for each subcontract in excess of two thousand five hundred dollars (\$2,500), require its subcontractors to agree to the same provisions of this Article.

#### ARTICLE VII: RELATED AGREEMENTS

1. The work contemplated in this Agreement is to be performed by the Independent Contractor, who may subcontract without State'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 I, but which are required for its satisfactory completion. All work subcontracted shall be at the expense of the Independent Contractor.

2 The Independent Contractor warrants that it has not entered into nor shall enter into other agreements, without written approval of the State, to perform substantially identical work for the state of Ohio such that the work product contemplated under this Agreement duplicates the work done or to be done under the other agreements.

#### ARTICLE VIII: CONFLICTS OF INTEREST

1. No personnel of the Independent 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 exercises any functions or responsibilities in connection with the review or approval of the understanding 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.

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 the State in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the State shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

#### ARTICLE IX: EQUAL EMPLOYMENT OPPORTUNITY

1. The Independent Contractor will comply with all laws of Ohio regarding equal employment opportunity and fair labor and employment practices, including but not limited to Section 125.11 of the Ohio Revised Code, and all related Executive Orders of the Governor of Ohio.
2. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action

Plans can be found by going to the Equal Opportunity Department website:  
<http://das.ohio.gov/Divisions/EqualOpportunity.aspx>.

3. The Independent Contractor shall incorporate the foregoing requirements of this Article in all of its agreements for any of the work prescribed herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

#### ARTICLE X: RIGHTS IN DATA, PATENTS AND COPYRIGHTS: PUBLIC USE

1. If applicable, the Deliverables provided by the Independent Contractor under Article I shall become the property of the State. The State, and any person, agency or instrumentality providing financial assistance for the work performed under Article I and Article II shall have an unrestricted right to reproduce, distribute, modify, maintain and use the Deliverables, for their intended purpose, and the Independent Contractor shall not obtain copyright, patent or other proprietary protection for the Deliverables, provided, however, that the Independent Contractor shall reserve its rights in all methods, pre-existing work, software and data used to prepare such Deliverables. The Independent Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such copyrighted matter in the manner provided herein.

2. Neither the Independent Contractor nor any of its employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by the State prior to application for the patent. In the event that such patent is obtained, the Independent Contractor shall, at the request of the State, provide the State written authorization for the State and any other person, agency or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefore.

3. The Independent Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law. The Independent Contractor agrees that this Agreement and all attachments thereto and other documentation submitted by the Independent Contractor is a public record pursuant to Ohio Revised Code Section 149.43. Any reference to confidentiality or proprietary records is subject to Ohio Revised Code Section 149.43.

#### ARTICLE XI: SUSPENSION AND TERMINATION PROVISIONS

1. This Agreement may be terminated by the unilateral action of the State by giving fourteen (14) days written notice to the Independent Contractor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated under this Contract.

2. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure such non-performance or violation within ten (10) business days following delivery of written notice of the breach; provided, however, that in

the case of late payment by the State, Section 126.30 of the Revised Code shall apply and the Independent Contractor may not suspend or terminate this Agreement hereunder unless such payment is more than sixty (60) days past due.

3. Upon providing written notice to the Independent Contractor, the State may suspend or terminate this Agreement, in whole or in part, if a) the Independent Contractor failed to perform any of the requirements of this Agreement; or b) that the Independent Contractor is in violation of a specific provision of this Agreement; or c) the Ohio General Assembly fails to appropriate funds for any part of the work contemplated under this Agreement.

4. The Independent Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by the State, 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 accomplished, conclusions resulting therefrom, and such other matters as the State may require.

5. In the event of suspension or termination under this Article, the Independent Contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by the State in accordance with Article V, less any funds previously paid by or on behalf of the State. The State shall not be liable for any further claims, and the claims submitted by the Independent Contractor shall not exceed the total amount of consideration stated in this Agreement. In the event of suspension or termination, any payments made by the State in which services have not been rendered by the Independent Contractor shall be returned to the State.

#### ARTICLE XII: RESPONSIBILITY FOR CLAIMS

The Independent Contractor agrees to indemnify and shall hold harmless the State from any and all claims for personal injury or property damage resulting from the fault or negligence of the Independent Contractor and from claim for wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. When applicable, Independent Contractor shall reimburse the State for any judgments for infringement of patent or copyright rights and agrees to defend against any such claims or legal actions if called upon by the State to do so.

#### ARTICLE XIII: COMPLIANCE WITH LAW

The Independent Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. The Independent Contractor and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. The Independent Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all

employees engaged by Independent Contractor in the performance of the work authorized by this Agreement. The State shall not be liable for any taxes under this Agreement.

#### ARTICLE XIV: LIMITATION OF LIABILITY

The State's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to Independent Contractor under Article IV or the amount of direct damages incurred by the Independent Contractor, whichever is less. The Independent Contractor's sole and exclusive remedies for the State's failure to perform under this Agreement shall be as set forth in this Article.

IN NO EVENT SHALL the State BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE State had been advised, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, the independent contractor SHALL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY its FAULT OR NEGLIGENCE.

#### ARTICLE XV: CHANGE OR MODIFICATIONS

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to in writing.

#### ARTICLE XVI: ASSIGNMENT

Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

#### ARTICLE XVII: CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the state of Ohio.

#### ARTICLE XVIII: OHIO ETHICS LAW AND LIMITATIONS IN POLITICAL CONTRIBUTIONS

The Independent Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws.

In accordance with Executive Order 2007-01S, the Independent Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has

reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Independent Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

The Independent Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

#### ARTICLE XIX: DRUG-FREE WORKPLACE

The Independent Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all 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.

#### ARTICLE XX: CONTRACTOR WARRANTY

The Independent Contractor warrants that it is not subject to an unresolved finding of recovery under Section 9.24 of the Revised Code. If the warranty was false on the date the parties signed this Agreement, this Agreement is *void ab initio*.

#### ARTICLE XXI: DECLARATION REGARDING TERRORIST ORGANIZATION

In accordance with Ohio Revised Code Section 2909.33(C), the Independent Contractor certifies that it meets one of the following conditions:

(a) Independent Contractor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year, or

(b)(1) Independent Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and

(b)(2) Independent Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that the Independent Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in Ohio Revised Code Section 2090.21.

#### ARTICLE XXII: USE OF MBE AND EDGE VENDORS

The State encourages the Independent Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

ARTICLE XXIII: USE OF NAME

Neither party will use the other party's name in any marketing without the other party's express written consent.

INDEPENDENT CONTRACTOR STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

INDEPENDENT CONTRACTOR

STATE OF OHIO,  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES

By: \_\_\_\_\_ By: \_\_\_\_\_  
ROBERT BLAIR, DIRECTOR

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

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

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

## DEPARTMENT OF ADMINISTRATIVE SERVICES

### STANDARD TERMS AND CONDITIONS

#### EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

#### **I. EXECUTIVE ORDER REQUIREMENTS:**

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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. The Executive Order is provided as an attachment to this request for quotation.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the 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.

#### **II. TERMINATION, SANCTION, DAMAGES:**

The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has [insert number of days not to exceed 30 days] to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of [insert the percentage] % of the value of the contract for every day past the time permitted to change or shift the location(s).

#### **III. ASSIGNMENT / DELEGATION:**

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

X \_\_\_\_\_

I have read and understand Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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

## DEPARTMENT OF ADMINISTRATIVE SERVICES

### STANDARD AFFIRMATION AND DISCLOSURE FORM

#### EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

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#### **CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached to this request for quotation.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



**TED STRICKLAND**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2010-09S**

**Banning the Expenditure  
of Public Funds for Offshore Services**

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
  - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
  - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

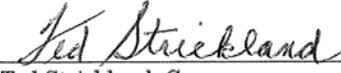
violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
  - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
  - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
  - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
    - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
      - (a) Reflect this Order's prohibition on the purchase of offshore services.
      - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
    - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
  - ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
  - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

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



  
Ted Strickland, Governor

ATTEST:

\_\_\_\_\_  
Jennifer Brunner, Secretary of State