

REQUEST FOR PROPOSALS (RFP)

RFP Number: DEVSBI007

The Ohio Department of Development, Strategic Business Investment Division,
Office of Grants and Tax Incentives, is requesting proposals for:

Third Party Site Certification-Professional Firm Selection for Ohio Job Ready Sites Program

RFP Issued: May 24, 2011
Inquiry Period Begins: May 24, 2011
Inquiry Period Ends: June 15, 2011
Proposals Due: June 17, 2011

Number of Copies Required: 3

Submit Proposals To:

Ohio Department of Development
Budget & Finance Office
Attn: Nathaniel Trombley, Budget & Finance Specialist
77 South High Street, 27th Floor
P. O. Box 1001
Columbus, Ohio 43216-1001
(614) 466-5626

This RFP consist of five (5) parts and four (4) attachments, totaling forty (40) consecutively numbered pages. Please verify that you have a complete copy.

Please submit all inquiries about this RFP through the State Procurement web site at www.ohio.gov/procure. Please refer to Part Three of this RFP, "General Instructions", for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by proposers will be posted on the State Procurement website for viewing by all prospective proposers.

PART ONE: EXECUTIVE SUMMARY

Purpose

The Ohio Department of Development's (the Department) Strategic Business Investment Division administers the Ohio Job Ready Sites (JRS) Program. Each funding round of the JRS Program begins with the release of the guidelines and pre-application. The pre-application was offered for the second and third funding rounds of the JRS Program, and will continue for the fourth round of funding. Participation in the pre-application is voluntary. The pre-application provides the opportunity for potential applicants to receive feedback on their project prior to submitting a formal application.

Under the competitive application process, an applicant submits materials including but not limited to site ownership, layout, budget, and the proposed plan for improvements. These projects are scored first by the District Public Works Integrating Committee (DPWIC). Each DPWIC reviews the applications for completeness, and may request additional required documentation if it was not included in the application. Once the DPWIC has completed its review, they score each application using a scoring sheet that is created by the Department. Once the scores have been finalized, each DPWIC submits their top three applications to the Department.

Once applications are received by the Department, JRS staff reviews each application for completeness prior to distributing them to the JRS review committee. The JRS review committee is made up of internal employees from the Department, subject matter experts from outside the agency, and site selection, engineering and/or site development consultants. The review committee meets in small groups to discuss and score their respective projects. After the initial scores are assigned, applicants are asked to present their projects to the review committee during scheduled presentation days, and prior to the Department making final award decisions and announcements.

Applicants in the competitive process and some discretionary applicants that are selected for Job Ready Site funding will be certified. Discretionary sites with identified large-scale end users and low intensity site development projects are not required to participate in the certification process.

Certification is the process by which a third-party site selection and/or engineering consulting firm, hired by the Department, verifies that improvements at the project site have been completed and that all required governmental permitting and clearances have been obtained. Certification is conducted to ensure future investors that the property meets site selection standards and includes the necessary attributes demanded by today's industries. Site certification categories include existing industrial buildings, manufacturing, mega-manufacturing, smart office, and technical center/research laboratory projects.

Upon receiving certification, the completed site is marketed through various outlets. Certified sites are kept ready for future business expansion or relocation projects. The sites are

required to remain certified for the lesser of seven years after the project completion date or until at least 85 percent of the project site has been purchased or leased.

The Department is requesting proposals from site selection, engineering, and/or site development qualified firms (the Consultant) to assist in the Department's due diligence review and certification process. To avoid a conflict of interest, all companies that have assisted or will assist an applicant or grantee, including but not limited to, preparation of studies or reports, documents, and/or application materials are automatically disqualified from applying for the request for proposals.

Background

The JRS Program, authorized by Ohio Revised Code (ORC) §122.086, was created to increase the State's portfolio of available facility locations served by utility and transportation infrastructure. Sites improved within the program are kept ready for future business prospects seeking locations for new or expanded operations.

The State will sell \$150 million in bonds during a seven-year period to fund the availability of the JRS Program grant awards. The bond proceeds will be appropriated and awarded as follows: \$30 million during each of the first three years of the program (state fiscal years 2006 through 2008), with \$15 million awarded during each of the remaining four years of the program (state fiscal years 2009 through 2012).

The purpose of the program is to provide funding assistance to create sites that are available for immediate development by business prospects. The JRS Program creates sites that fill identified market gaps in Ohio's portfolio of sites. This may be accomplished by creating sites that do not currently exist, or if they do exist, are not in sufficient supply to accommodate the site needs of business prospects that approach the Department for location assistance. Grant funds are used strategically to create an inventory of speculative sites ready for immediate development by end users.

The program achieves its purpose of filling market gaps by requiring most sites, once improved under the JRS Program, to be "certified" as satisfying a number of pre-defined, rigorous site development standards. To become a "certified" site means a third party site selection, engineering, and/or site development firm will deem the site as having conditions that meet the demands of current and future industrial and commercial development opportunities. All certified sites are then added to a statewide inventory of sites with similar qualifications and will be strongly marketed through various outlets.

Overview of Scope

The Department is requesting proposals from the Consultant to assist with the audit the certification materials assembled for funded sites under the JRS Program. The Consultant will be responsible for working with grantees to submit information required in the due diligence checklist (see Appendix A), ensuring that sites meet all relevant site development certification utility standards (see Appendix B), and reporting and maintaining certified site development information in the due diligence site matrix.

The Consultant is expected to maintain sufficient resources to complete the certification review process as necessary and in a timely manner. The Consultant is expected to perform quarterly due diligence conference calls with each grantee. The Consultant is also expected to perform periodical site visits throughout the active construction period and a final site certification visit three to six months prior to final site certification.

The Consultant will be responsible for assuming the audit and verification roles in the site certification process under the JRS Program. At the expiration of a defined time period, usually up to three years from the grant award date, or upon completion of all necessary improvements, whichever occurs earliest, each site manager/grantee will make available all necessary documentation as required under the certified sites criteria. In close consultation with the Department, the Consultant will perform the following services:

- Evaluate all submitted certification requests.
- Conduct site visits and facilitate meetings with site managers/grantees.
- Complete an internal analysis of each request.
- Manage and maintain site certification files via electronic management software, as chosen by the Department.
- Recommend to the Department whether a site has obtained certification status. In its analysis, the Consultant will seek to ensure the site meets all required standards and will utilize its engineering, site selection and development expertise to recommend the site for certification status. The Consultant will audit submitted documentation and perform its own site visits and recommend a site for certification, basing its recommendation on whether the site's materials and appearance show the site meets the required standards under the program.
- Create site summaries for marketing purposes. The Consultant will be expected to participate in any JRS Program related marketing efforts, including but not limited to allowing the Department the use of the Consultant's name in specific marketing materials, consulting with business prospects while they are in Ohio as part of their site selection activities, consulting with Ohio-based economic development professionals and similar groups, and individuals about the site certification process.

In close consultation with the Department, the Consultant may be asked to provide ancillary services periodic input to assist in successfully implementing the JRS Program and/or other certification program activities, including but not limited to the following:

- Review and/or refine the program's certified site criteria to ensure all relevant documentation is obtained to recommend sites for certification.

- Cross-reference the JRS Program requirements and incentives against current site selection and development standards and make recommendations for program improvement.
- Assist the Department in developing site certification standards for additional end use categories and subcategories under the program.
- Assist the Department in certifying non-JRS funded sites.

Proposal Requirements

The Department is requesting interested Consultants respond to the request for proposals by addressing the following issues relevant to performing the site certification. Responses should be as specific as possible. Responses **shall not exceed 15 total pages**, exclusive of financial reports, resumes submitted of a Consultant's staff members, W-9 Form, Standard Affirmation and Disclosure Form for Grants, and Declaration Regarding Material Assistance (DMA) Form.

- Provide a brief description of how the Consultant possesses a minimum of five years' experience in corporate and/or industrial site selection, business recruitment, and/or economic development. The Consultant must also possess an equal amount of experience providing architectural, mechanical engineering, electrical engineering, structural engineering, civil engineering, and/or condition assessment services.
- Provide a brief description of at least three clients that the Consultant has represented, where a "large-scale" prospect is proposing to locate and create at least 500 new jobs and \$35 million in investment.
- List at least three professional references of clients for whom the Consultant performed the relevant activities listed above. Include with each reference the name, telephone number, and e-mail of the client's primary project contact.
- Provide a comprehensive overview of services that the Consultant would provide under this request. Include a schedule indicating specific milestones and outcome dates, as appropriate.
- Describe the process by which the Consultant would provide certification audit, verification, and recommendation services under this proposal. Indicate how the Consultant would develop site standard reporting methods for materials and information, how often the Consultant would conduct site visits and information audits, the pace at which certification recommendations would be provided to the Department, and any other information pertinent to the timeframes in responding to requests from the Department and project contacts/grantees.
- Describe any site selection or project development experience in which the Consultant has worked with a site certification program, or a project in which such certification was a

determining factor for the business prospect. Explain the Consultant's overall impression of the process, its benefits and the areas in which the process could have been improved.

- Provide a detailed budget for the project. The budget must be submitted in the format by identifying the price per hour – per site for all sites under for the requested site certification services¹ proposal. Ancillary services should be separate from the above project list and represented by an hourly rate². Provide a “not to exceed” cost for the requested services.
 - Refer to Appendix C for a list of sites, within the JRS Program, that require certification. Additional sites will be added during the Fourth Funding Round of the JRS Program. Costs for these sites should be in the format of price per hour – per site.
 - Non-JRS site certification activities, if necessary, would be funded out of the ancillary line item.
- Identify a designated project manager who works for the Consultant who would serve as the primary point of contact for the Department.
- Name the location from which the Consultant would provide services (inside and/or outside Ohio).
- Provide resumes of the Consultant's team members assigned to the project.
- Proposals must provide information describing the Consultants capability to perform all requested services, including a brief company history of sales growth and annual reports.
- Demonstrate the Consultant's familiarity with the Ohio Job Ready Sites Program's enabling statutes and program guidelines. List any previous experience in working on the Ohio Job Ready Sites Program.
- A Consultant or the Consultant's organization that has assisted an applicant, potential future applicant, and/or grantee prepare formal materials, including but not limited to reports and/or studies, pre-application, application, and/or other documents shall not apply or be considered under this RFP. The Consultant must include in its submission a statement that it did not, has not, and will not assist an applicant or grantee in preparing such materials. Further, the Consultant must provide a statement agreeing to disclose any conflicts of interest immediately as the Consultant becomes aware of them during the course of its technical review functions.

1 The Ohio Department of The Department requires the Consultant to factor into its pricing scheme a blended hourly rate for certifying project sites that includes employees' hourly cost and travel expenses. No individual travel expenses will be paid under this contract. No distinction between individual employee salaries should be provided.

2 The Ohio Department of The Department requires the Consultant to factor into its pricing scheme a blended hourly rate for all ancillary services that will be provided under this contract. No travel expenses will be paid under this contract. No distinction between individual employee salaries should be provided.

- Provide data indicating that the Consultant is in compliance with Buy America and Buy Ohio (i.e., when possible, Consultant makes notable efforts to purchase Ohio and American made products before considering imports).
- Provide data indicating, both nationwide and in Ohio, the total number of employees, percentage of women employees, and percentage of minorities in the Consultant's organization.
- Submit a completed Internal Revenue Services (IRS) Form W-9, available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.
- Submit a completed Declaration of Material Assistance (DMA) Form available for download at [http://the Department.ohio.gov/edd/obd/jrs/](http://the%20Department.ohio.gov/edd/obd/jrs/).
- Submit a completed Standard Affirmation and Disclosure Form for Grants, Executive Order 2010-09S, Banning the Expenditure of Public Funds on Offshore Services. (Refer Appendix D)

No Contract Funds May be Spent Offshore

Executive Order 2010-09S “Banning the Expenditures of Public Funds for Offshore Services” prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The Executive Order became effective on August 6, 2010, requiring all agency compliance beginning on that date.

To be considered by the Ohio Department of Development, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this ITB. The Affirmation and Disclosure must be signed at the end by an authorized representative of the proposer.

A copy of the Executive Order and the Affirmation and Disclosure form are included in this ITB on the following pages. Additional information about the Executive Order is posted on the Department of Administrative Services State Procurements Help & Reference page at <http://procure.ohio.gov/proc/help.asp>. (Under “Procurement Reference Materials,” see Executive Order 2010-09S.)



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

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

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

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

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

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



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

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.

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 and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

RFP:

Bidder/Offerer:

Signature of
Authorized

Representative:

Name:

Title:

Date:

PART TWO: STRUCTURE OF THIS RFP

Parts

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

Attachments

- Appendix 1 – Ohio Job Ready Sites Program Project List for Certification
- Appendix 2 – Ohio Job Ready Sites Program Due Diligence Checklist
- Appendix 3 – Ohio Job Ready Sites Program Utility Standards for Site Certification
- Appendix 4 – Contract Terms and Conditions (subject to change at time of contract award)

PART THREE: GENERAL INSTRUCTIONS

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

Calendar of Events

The schedule for this RFP is given below and is subject to change. The Department may change this schedule at any time. If the Department changes the schedule before the Proposal Due Date, it will do so through an announcement on the State Procurement website area for this RFP at the following website <http://procure.ohio.gov/proc/index.asp>. The website announcement will be followed by an addendum to this RFP, which will also be made available through the State Procurement web site.

It is each prospective Proposer's responsibility to check the State Procurement website's question-and-answer area for this RFP, for current information, and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP Inquiry process, set forth below, no contact, related to this RFP shall be made with the Department until a contract award is announced. Notwithstanding this prohibition, the Department, at its sole discretion, may request additional information as part of the review process outlined below.

Firm Dates

RFP Issued:	May 24, 2011
Inquiry Period Begins:	May 24, 2011
Inquiry Period Ends:	June 15, 2011
Proposal Due Date:	June 17, 2011

Estimated Dates

Contract Award Notification:	June 24, 2011
Issuance of Purchase Order:	July 1, 2011

Proposal Submittal

Proposers are required to submit three (3) hard-copy response to this request, along with an electronic copy in PDF format. Proposals are not to exceed 15 typed, single-spaced pages, with not less than (1) inch margins and not less than 10-point font.

All proposals submitted in response to this RFP must be received no later than June 17, 2011 at 2:00PM, at the following office:

Ohio Department of Development
Budget & Finance Office
Attn: Nathaniel Trombley, Budget & Finance Specialist
77 South High Street, 27th Floor
P. O. Box 1001
Columbus, Ohio 43216-1001
(614) 466-5626

Proposers are advised there will be no opportunity to correct mistakes or deficiencies in their submitted materials after the Proposal Due Date. Proposals that are incomplete or otherwise missing required information may not be evaluated.

It is the Proposer's responsibility to ensure timely submission of a complete proposal. Late proposals will not be reviewed or scored. The Department is under no obligation to consider a proposal which is received after the Proposal Due Date or that is incomplete. Proposals that are not submitted in the format requested will not be reviewed or scored. Proposals that are not submitted in the format requested will not be scored.

No supplementary or revised materials will be accepted after the Proposal Due Date unless specifically requested by the Department.

All costs incurred in the preparation of the proposal shall be borne by the Proposer alone, and the Department shall not contribute, in any way, to the cost of the preparation of the Proposal.

Any and all documents developed by the Proposer during the course of this project will be provided to the Department upon request and will become the property of the Department, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted in response to this RFP shall be public information unless a statutory exception exists which would protect the information from release to the public. Any information submitted with the proposal which the Proposer reasonably believes to be a trade secret, as that term is defined in Section 1333.61 of the Ohio Revised Code, may be designated as such by marking the information as follows: the phrase "trade secret," marked with two asterisks on each side, must be placed at the beginning and end of the trade secret information and the trade secret information (example: ****TRADE SECRET****). In addition, the trade secret information must be underlined. Information determined to be a trade secret under the laws of the State of Ohio may be protected as trade secrets by the Department in accordance with Ohio law.

The Department reserves the right to:

- Accept or reject any and all proposals and/or bids if the Department determines that

it is in its best interest to do so;

- Rebid this RFP, requesting new proposals from qualified firms;
- Waive or modify minor irregularities in proposals received;
- Negotiate with Proposer(s), within the requirements of the RFP, to best serve the interests of the State of Ohio;
- Require the submission of modifications or additions to proposals as a condition of further participation in the selection process;
- Fund any proposal in full or in part; any assignments of work by the Department under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding;
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate; and
- Contact Proposer to clarify any portion of the Proposer's submission.

If, during the review process, the Department determines that it is necessary to make further distinctions between certain Proposers, the Department may request certain selected Proposers to make a presentation to certain staff and reviewers.

In accordance with federal and state statutes and the Department policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

Inquiries

Prospective proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective proposers must use the following process:

1. Access the State Procurement website at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find it Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the "Find It Fast" button.
6. On the document information page, click the "Submit Inquiry" button.
7. On the document inquiry page, complete the required "Personal Information" section by providing the following:
 - a. First and last name of the prospective Proposer's representative who is responsible for the inquiry;
 - b. Name of the prospective Proposer;

- c. Representative's business phone number; and
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided, including:
 - a. A reference to the relevant part of this RFP;
 - b. The heading for the provision under question; and
 - c. The page number of the RFQ/P where the provision can be found.
 9. Click the "Submit" button.

Prospective proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective proposer who submitted the inquiry will not receive an e-mail response to the question, but will need to view the response on the State Procurement web site where it will be posted for viewing by all prospective Proposers.**

Prospective Proposers may view inquiries using the following process:

1. Access the State Procurement website at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find it Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The Department will try to respond to all inquiries within 48 hours, excluding weekends and state holidays. The Department will not respond to any inquiries received after the specific time listed on the Inquiry Period End Date. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with the Department's staff or any other agency of the state to discuss this RFP may result in the Proposer being deemed ineligible.

PART FOUR: EVALUATION OF PROPOSALS

Evaluation Process

The Department's evaluation process for responses submitted to this RFP may consist of up to four distinct phases:

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

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

Proposal Evaluation Criteria

In the proposal evaluation process, the Department will rate the proposals based on the following weighted criteria:

- A. The Consultant's relevant experience in site selection, business recruitment, economic development, architectural, engineering, and condition assessment services. (45 Points)
- B. The Consultant's staff availability and relevant experience in working with site selection and certification. (25 Points)
- C. The Consultant's demonstrated familiarity with the Ohio Job Ready Sites Program, its enabling statutes and program guidelines, the program's historical development and its certification processes. (15 points)
- D. The Consultant's ability to perform the requested services in a cost-effective manner. (15 points)

PART FIVE: CONTRACT AWARD

Contract Award Process

It is the Department's intention to award one contract under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as the Department determines that doing so is in the State's best interests and the Department has not otherwise changed the award date.

Any award decisions, made by the Department under this RFP, are final. After the Department makes its decision under this RFP, all Proposers will be notified in writing of the final evaluation and determination as to their proposals.

The Department will issue a notice of contract award to the selected Proposer(s), and finalized contract terms and conditions will be forwarded for signature. Once three copies of the signed contract are submitted by the Proposer(s), and pending any further approvals that may be required (e.g., State Controlling Board), the Department will execute the contract.

Once the contract is fully executed, the Department will issue to the Proposer(s) one (1) original copy of the executed contract for its files.

Number of Awards

The Department anticipates making one award depending on program needs and the fit of the Proposer to the scope of this RFP

Funding Approval Threshold

In the event that contractual expenditures with the selected Proposer(s) will exceed \$50,000 in spending under any contract that results from this RFP, or that otherwise exceed \$50,000 in aggregate spending across all contracts between the contractor and the Department, the contract will be subject to the approval of the State of Ohio Controlling Board.

Appendix 1:

Ohio Job Ready Sites Program Project List for Certification

- **Fiscal Year 2006 – 2007**

Project Name	Grantee	Certification
Eastwood Commerce Center	NW Water and Sewer District	Manufacturing
Eugene Tolloty Technical Center	Tuscarawas County CIC	Smart Office
Fayette County Mega Site	Fayette County	Mega Manufacturing
Lima Synthetic Gas Research Center	City of Lima	Technical Center/Research Lab
Metro Equities Industrial Park	City of Marysville	Manufacturing
Pataskala Corporate Park	Licking County	Manufacturing
Reading Life Science Complex	City of Reading	Technical Center/Research Lab
Techsolve Business Park	City of Cincinnati	Technical Center/Research Lab
US 33/SR 161/Post Road Project	City of Dublin	Technical Center/Research Lab

- **Fiscal Year 2008 – 2009**

Project Name	Grantee	Certification
Center City Core Redevelopment Project	City of Springfield	Smart Office
Cuyahoga Valley Industrial Center	City of Cleveland	Manufacturing
Lake Eire Port Manufacturing Project	Lucas County	Manufacturing
NASA Plum Brook Research/Dev. Site	Erie County	Technical Center/Research Lab
Hoover Campus Redevelopment Project	City of North Canton	Smart Office
Tech Town Smart Building Project	City of Dayton	Smart Office
Van Wert Mega Site	City of Van Wert	Mega Manufacturing

- **Fiscal Year 2010 – 2011**

Project Name	Grantee	Certification
Beck Industrial Commerce Park	City of Louisville	Manufacturing
CASTLO Manufacturing Site	CASTLO CIC	Manufacturing
Iron Highway Industrial Park	Port Authority of NW Ohio	Manufacturing
MATC Technical and Research Complex	Mound Development Corp.	Technical Center/Research Lab
Miami Heritage Technology Park	Oxford CIC	Technical Center/Research Lab
Pickaway Progress Park	Pickaway Progress Partnership	Manufacturing
Prospect Industrial Park	Village of Navarre	Manufacturing

- **Fiscal Year 2012 – To be determined in the fourth funding round.**

Appendix 2:

Sample Job Ready Sites Program Due Diligence Checklist

Appendix A

Due Diligence Checklist

Introduction

The following outlines the content of the JRS Due Diligence Checklist³. The items listed below must be complete to obtain JRS site certification.

1. Fundamental Attributes of Site and Development

1.1 Ownership and Property Information - Formal letter from the property owner providing an introduction and overview of the property to potential end-users. The letter and/or attachments to the letter will include:

- 1.1.1 Site map
- 1.1.2 Photos (including aerials)
- 1.1.3 Property address (if applicable)
- 1.1.4 Total site acreage
- 1.1.5 Documented NCDA (net contiguous developable acres) or usable acreage
- 1.1.6 Document the site's not-to-exceed sale price (or lease price) and terms.
- 1.1.7 Outline site on tax map showing parcel acreage
- 1.1.8 List and describe any improvements on the property including access roads, existing structures, etc.

1.2 Site Development Plan - Plan approved by owner or developer of site (as an attachment to the letter in Item 1.1). The plan will include:

- 1.2.1 Any anticipated property subdivision with parcel sizes
 - 1.2.2 Any internal road(s) or planned internal road(s)
 - 1.2.3 Primary automobile and truck site ingress/egress (preferably separate)
- The following only applies to the "Smart Office", "Technical Center/Research Laboratory", and Existing Building categories with buildings to be constructed or renovated:
- 1.2.4 Provide floor plans and building description

1.3 Strategic Marketing Plan - Outline of marketing program, including:

- 1.3.1 Marketing efforts to-date
- 1.3.2 Targeted industries as potential end-users for the site
- 1.3.3 Conceptual drawings and/or renderings of site development plan

1.4 Neighboring Site Uses Identified – Describe the neighboring properties and their current operations and/or provide an aerial photo of the site and surrounding area, labeling the neighboring properties and their uses.

1.5 Official Letters of Support – Letters of support from:

- 1.5.1 Chief elected official
- 1.5.2 Economic development agency
- 1.5.3 Any agency / organization who has allocated grants monies for planned infrastructure improvements that will impact this site

The following only applies to the certain applicants in the "Technical Center" category:

- 1.5.4 Letter from a senior level administrator at a university or post-secondary institution describing the official linkage between this property and the educational institution (if applicable)

1.6 Flood Plain - Provide the most recent FEMA flood plain map including the site (highlighted or outlined) and the surrounding area, showing:

- 1.6.1 All of the site's usable acreage located outside the 100-year flood plain

³ The JRS Due Diligence Checklist may periodically be updated with revisions.

1.6.2 Other engineering maps delineating or showing the site outside the 100-year flood plain

1.7 Slope and Terrain

1.7.1 Description of topography

1.7.2 Indicate the percentage slope of the site

1.7.3 Topographical maps

1.7.4 Engineering plans with cost estimate for grading the site (if applicable)

1.8 Geological Stability - Report from engineering or other qualified firm, including:

1.8.1 Soil type

1.8.2 Soils map

1.8.3 Soil boring samples

1.8.4 Documentation of seismic risk factors

- seismic vibration
- fault lines
- sinkholes
- past undermining

1.9 Easements, Liens, Leases, etc. - ALTA Survey (ALTA/ACSM Land Title Survey) conducted or updated within 12 months of the certification date, including:

1.9.1 Map and description (e.g., deeds, title reports, county records, plans/agreements to acquire needed easement)

1.9.2 Site outline plat with all listed easements displayed

1.10 Sustainable Characteristics - *The following applies to Smart Office projects and other projects that indicate LEED certification will be achieved.* The building must be certified as meeting the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards - with a minimum of "certification" level or higher.

1.10.1 Level of LEED certification being targeted by the current design and construction plans

1.10.2 Confirmation that the building will use healthy and efficient building, lighting, and HVAC design, use non-toxic building materials, furnishings, and office supplies

1.10.3 Confirmation that the building is constructed (or will be constructed) using modern building technology such as:

- interior wireless service
- interior fiber
- modular wiring
- spider fiber optics service
- direct digital wiring controls
- accessible wiring and cabling conduits
- under-floor cooling systems

2. Land Use Planning and Municipal Zoning

2.1 Local Zoning, Deed Restrictions - Letter from zoning official (on letterhead) confirming the property's current zoning designation and highlighted excerpts from:

2.1.1 Zoning ordinance and relevant portion of zoning map, showing neighboring land uses and zoning

2.1.2 Covenants or deed restrictions pertaining to the site

2.2 Planned, On-going or Pending Land Use Processes - The following is to be included in the letter addressing items in 2.1:

2.2.1 Describe how any planned, on-going or pending land use changes may affect the site

2.2.2 Attach any long-term growth studies or future land use maps

2.3 Overview of the Site and Building Permitting Process – Letter(s) from applicable permitting official in charge of the site and/or building permit process, including and discussing the following:

- 2.3.1 Typical start-to-finish timeline
- 2.3.2 List of departments to review building plans
- 2.3.3 Targeted time periods for the departments to review and return initial comments
- 2.3.4 List any state agencies that are required to review and approve the plans
- 2.3.5 Discuss the opportunity for a “pre-submittal” meeting/review between the end-user’s architects/engineers and representatives from the permitting organization.
- 2.3.6 Number of sets of plans to be submitted
- 2.3.7 List and describe any associated permitting fees, impact fees, or development fees.
- 2.3.8 Is there any opportunity for public comment during the permitting process? If so, describe the process.
- 2.3.9 A map or flowchart of the building permitting process

3. Environmental and Cultural Protections

3.1 Environmental Assessment (soil and groundwater) – Provide the following:

- 3.1.1 Phase 1 Environmental Site Assessment (from engineering or other qualified firm) with a recommendation of no further action (NFA) with supporting documentation. If the Phase I recommends further action, then proceed with 3.1.2.
- 3.1.2 Phase 2 Environmental Site Assessment (from engineering or other qualified firm) with a recommendation of no further action (NFA) with supporting documentation. If the Phase 2 determines that further action is warranted, proceed to 3.1.3.
- 3.1.3 “No Further Action” Letter issued by the Certified Professional per the Ohio Voluntary Action Program (VAP) and approved by the Ohio EPA providing limited liability protection from further regulatory action relative to the problem(s) addressed. (Note: a property must have participated in the Ohio’s Voluntary Real Estate Reuse and Cleanup Program (“Voluntary Action Program”), in order to receive such a letter.

3.2 Species Endangered / Threatened - Provide one of the following:

- 3.2.1 Letter from Ohio DNR or U.S. Fish & Wildlife confirming no apparent endangered / threatened species will be impacted by site development, **or**
- 3.2.2 Letter from Ohio DNR or U.S. Fish & Wildlife outlining the necessary steps in the development process to avoid, minimize, or mitigate impacts to any endangered / threatened species

3.3 Air Attainment Status (by pollutant)

- 3.3.1 Confirm the status of the area’s attainment with U.S. EPA National Ambient Air Quality Standards (NAAQS)
- 3.3.2 If the status is a nonattainment or maintenance area, provide the pollutants and offsets:
 - Carbon Monoxide
 - Lead
 - Nitrogen Dioxide
 - Particulate Matter (PM10)
 - Particulate Matter (PM2.5)
 - Ozone
 - Sulfur Dioxide

3.4 Wetlands and Waterways - Conduct a (preliminary) wetland determination study performed by an engineering or other qualified firm. If any evidence of wetlands is present, conduct a wetland delineation study performed by engineering or other qualified firm, including:

- 3.4.1 Wetland delineation map

3.4.2 Documentation of wetlands or water bodies either on site or within 100 feet of site

3.4.3 Documentation that usable acreage is free of wetlands either because:

- none are present; or
- any wetlands and waterways are excluded from NCDA; or
- a mitigation plan is in place

3.4.4 Letter from Ohio EPA and/or U.S. Army Corps of Engineers concurring with the findings of the above wetland study (or studies) **or** a permit for development from Ohio EPA and/or U.S. Army Corps of Engineers

3.5 Archaeological / Historical Resources

3.5.1 Conduct an initial archeological and history survey (“literature review”) performed by a qualified firm or organization concluding that the site is free of the following:

- significant archaeological sites
 - significant historical sites
 - significant historical structures
- (“significant” as defined by the National Register Evaluation Criteria)

If the findings in 3.5.1 are conclusive of a high probability of the presences of archeological/historical sites and/or structures, then proceed with 3.5.2 and 3.5.3.

3.5.2 Conduct an archeological and history study (“field review”) performed by a qualified firm or organization concluding that the site is free of the following:

- significant archaeological sites
 - significant historical sites
 - significant historical structures
- (“significant” as defined by the National Register Evaluation Criteria)

3.5.3 Letter from the Ohio Historic Preservation Office providing concurrence of the methodology implemented in the aforementioned study/studies.

4. Transportation Infrastructure

4.1 Street and Highway Access

4.1.1 Document the driving distance from the site to the following:

- closest interstate highway interchange
- closest 4-lane highway intersection or interchange

4.1.2 Provide a description and map(s) of site showing access points, local streets and roads.

4.1.3 Confirm that the site’s access roads are of industrial quality.

4.2 Traffic Flow, Impact, and Regulation - Letter from the Metropolitan Planning Organization, Transportation Improvement District, City Engineer, County Engineer, or other appropriate transportation authority confirming the following:

4.2.1 Description of any recent (last 2 years) or planned (next 5 years) road improvements relative to the site

4.2.2 Discussion of any (or confirmation of no) weight limitations/restrictions for the proposed truck route(s) from the site to the interstate

4.2.3 Discussion of any (or confirmation of no) roads currently over capacity relative to the site and its accessibility to the interstate

4.2.4 List and discuss any transportation and/or community impact fees based on proposed traffic generation and/or proposed building size, levied at the municipal or county level

4.2.5 Attach any existing traffic study (i.e. traffic counts) relative to the site

4.2.6 Relative to newly generated automobile and truck traffic from the development of this site, at what traffic volume threshold would a traffic study be required for development at the site?

4.2.7 Based on current information and conditions, identify the potential need for transportation infrastructure to accommodate the development, including turn lanes, signalization, deceleration lanes and similar improvements

4.2.8 Attach a copy of any relevant parts of the Ohio's most recent Statewide Transportation Improvement Program

4.3 Inter-Modal Container Facility - Description of available services and mileage to the nearest inter-modal container facility. Include map(s) of the facility (if available).

4.4 Port (water, barge) - Description of available services and mileage to the nearest water port facility. Include map(s) of the facility (if available).

4.5 Air (Commercial, Hub, Cargo) - Description of available services and mileage to the nearest commercial airport(s) and general aviation airport(s). Include map(s) of the facility (if available).

4.6 Freight Rail Service

The following only applies to the "Mega-Manufacturing" category and certain projects in the "Manufacturing" category.

- Site served by Class 2 track or higher
- Acceptance of data by site certification team
- Letter of support from the rail provider including the following:

4.6.1 Verification of class of track adjacent to the site

4.6.2 Confirmation that rail service can be provided at the site (and a description of the necessary conditions to do so).

4.6.3 Describe the geographic scope of the service area, including a map.

4.6.4 Description of how materials would be moved to/from the site through the region to interstate mainline routes or water ports, including any transfer of service providers.

4.6.5 List of all probable/potential rail providers to the site

5. Utility Infrastructure & Standards

5.1 Electricity - A commitment letter from the electric utility provider (on company letterhead) confirming:

5.1.1 Adequate delivery voltage and capacity (for the required site category criteria) to the site with reliable service characteristics

5.1.2 Name of the primary and secondary substations that service the property and their distance and direction from the site

5.1.3 Provide the most recent electric power grid and distributions maps for the area in which the property is situated, including proposed system upgrades

5.1.4 State the number of interruptions (greater than 5 minutes) to the property in last 24 months

5.1.5 Identify the availability of dual feeds to the site from separate substations

5.1.6 Provide the current average use, peak use, and excess capacity from the primary substation and/or the primary circuit(s) feeding the site

5.1.7 Provide the current average use, peak use, and excess capacity from the secondary substation and/or the secondary circuit(s) feeding the site (if applicable)

5.1.8 Identify the current customers (preferably industrial) serviced from the primary substation

5.2 Natural Gas - A commitment letter from the natural gas service provider (on company letterhead) confirming:

5.2.1 Ability to provide service to the site with the required capacity per site category criteria

5.2.2 Identify the current line size at the site

5.2.3 Current pressure (psi) at the site

5.2.4 If currently not at the site, what is the cost for extending natural gas service to the site? Who is responsible for the cost of the extending the service? Also discuss the estimated timeline for line extension.

5.2.5 Specify the distances to the closest natural gas transmission line, terminal, or town border station that presently services the site.

5.2.6 Provide the most recent natural gas service provider map for the region in which the candidate site is situated, including any proposed upgrades.

5.3 Water - A letter from the municipal water provider (on company letterhead) confirming:

5.3.1 Ability to provide service to the site in the required capacity per site category criteria

5.3.2 Specify the size of the main water line that will be servicing the property

5.3.3 Provide the total daily capacity, peak daily usage, average daily usage, and excess capacity (in MGD) of the water treatment facility/facilities that service(s) the site

5.3.4 Provide the current water rate schedule

5.3.5 Provide a schedule of all one-time fees (connection fees, meter fees, tap-in fees, impact fees, etc.) for water service and describe how they are calculated

5.3.6 Identify the major industrial/commercial customers serviced from the water treatment plant

5.3.7 Provide the most recent water service map for the area in which the property is situated, including any planned improvements

5.3.8 In the past 5 years, have there been any water usage restrictions affecting industrial or commercial operations? If "yes", please explain.

5.3.9 Provide a copy of the latest water quality analysis performed

5.4 Sanitary Sewer - A letter from the municipal wastewater (sanitary sewer) provider (on company letterhead) confirming:

5.4.1 Ability to provide service to the site with the required capacity per site category criteria

5.4.2 Specify the size of the main wastewater line that will be servicing the property

5.4.3 Provide the average daily flow, permitted wet weather capacity, and excess capacity (in MGD) of the wastewater treatment facility/facilities that service(s) the site

5.4.4 Provide the current wastewater rate schedule

5.4.5 Provide a schedule of all one-time fees (connection fees, meter fees, tap-in fees, impact fees, etc.) for wastewater service and describe how they are calculated

5.4.6 Identify the major industrial/commercial customers serviced by the wastewater treatment plant

5.4.7 Provide the most recent wastewater service map for the area in which the property is situated; denote any lift station(s) between the site and wastewater treatment facility

5.4.8 Attach a copy of the local sanitary sewer ordinance manual.

5.5 Telecommunication - A letter from the telecommunications provider (on company letterhead) confirming:

5.5.1 Ability to provide reliable service to the site via modern infrastructure per the site category criteria

5.5.2 Describe the type of cable adjacent to the site, its location and current capacity. Attach a map (if available).

5.5.3 If fiber optics is not currently at the site, what is the cost for extending fiber optics infrastructure to the site? Who is responsible for the cost of extending the service? Also discuss the estimated timeline for service extension.

5.5.4 Discuss the ability to provide looped fiber optics service to the site

5.6 Infrastructure Improvements - Describe anticipated or planned improvements to the utility infrastructure, including plans for financing, timetable and party authorizing the improvement

Appendix 3:

Sample Job Ready Sites Program Utility Standards

JRS Program Utility Standards for Site Certification by Category					
	Water (MGD)	Sanitary Sewer (MGD)	Electric	Gas (CFH)	Telecom
Mega-Manufacturing	1.0	0.75	Adequate delivery voltage and capacity for 12MW demand with reliable service characteristics	600,000	Reliable service via modern infrastructure. Looped Fiber preferred.
Manufacturing	0.50	0.30	Adequate delivery voltage and capacity for 6MW demand with reliable service characteristics	300,000	Reliable service via modern infrastructure. Looped Fiber preferred.
Smart Office	0.25	0.25	Adequate delivery voltage and capacity and reliable service characteristics	Available	Reliable service via modern infrastructure. Looped Fiber preferred.
Technical Center/ Research Laboratory	0.50	0.30	Adequate delivery voltage and capacity and dual feed from separate subs	Available	Reliable service via modern infrastructure. Looped Fiber preferred.
Existing Industrial Building	0.50	0.30	Adequate delivery voltage and capacity and reliable service characteristics	300,000 CFH	Reliable service via modern infrastructure. Looped Fiber preferred.

Appendix 4:

Sample Job Ready Sites Program Contract Terms and Conditions

AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development** (“**Sponsor**”), and _____ (“**Contractor**”). This Agreement shall have the following ODOD Agreement Control Number of ____ 10- ____.

1. Controlling Board Approval. Pursuant to Ohio Revised Code (ORC) Section 127.16(B), this Agreement shall not be valid and enforceable until the Controlling Board of the State of Ohio has approved the expenditure of the funds pursuant to the terms of this Agreement. As a result, funds in an amount not to exceed _____ and No/100 Dollars (\$____, __00.00) have been made available to the Contractor by the Controlling Board Action No. DEV _____ dated _____, 2009, for the purposes of securing the services of the Contractor as more specifically described in this Agreement.
2. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, “Scope of Work,” which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.
3. Sponsor’s Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.
4. Time of Performance. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on _____ and all activities under this Agreement shall be completed not later than _____, on which date this Agreement expires. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.
5. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor’s receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed _____ and No/100 United States Dollars (\$____, __00.00). For fiscal purposes _____ and No/100 Dollars (\$____, __00.00) shall be allocated from fiscal year FY2010 funds and _____ and No/100 Dollars (\$____, __00.00) shall be allocated from fiscal year FY2011 funds.
6. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:
 - (a) Performance of the service described in Exhibit I;
 - (b) Date or dates of the rendering of the service;
 - (c) An itemization of the things or service done, the material supplied or the labor furnished; and
 - (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular

invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

7. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personnel expenses associated with the performance of this Agreement.

8. Travel Expenses. If contemplated under this Agreement, Contractor, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time.

1. 9. Termination.

(a) General. Sponsor may terminate this Agreement upon thirty (30) days written notice to Contractor if Sponsor determines that the product or services to be provided as further described in Exhibit I is inadequate for the intended use or cannot be feasibly adapted for the intended use. In addition, either Sponsor or Contractor may terminate this Agreement for just cause upon thirty (30) days written notice to the other party. 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. Subject to any claim for damages arising from Contractor's breach, 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.

(b) Services Performed Outside the U.S.

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

(ii) Sponsor may, at any time after the breach, terminate the Agreement, upon written notice to the Contractor. Sponsor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

(iii) If Sponsor determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement.

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

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

10. Records Maintenance and Access.

(a) Maintenance of Records. Contractor shall establish and maintain for at least three (3) years after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Contractor's performance of its obligations under this Agreement. Contractor also agrees that any records required by Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between Sponsor and Contractor shall be maintained for the time needed for the resolution of such question or dispute.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to Sponsor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, records of personnel. Sponsor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Contractor. Contractor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 10(b) from Contractor's other records of operation.

11. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that Sponsor gives Contractor written notice that such funds have been made available to Sponsor by Sponsor's funding source. Sponsor shall provide Contractor with written evidence of the Controlling Board action within 30 days after the date on which the Controlling Board considered the appropriation request.

12. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

13. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Sponsor of any of its rights hereunder.

14. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and

immune from any and all claims for injury or damages arising from this Agreement and Contractor's performance of the obligations or activities in furtherance of the Project which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims.

15. Ohio Ethics Laws. In accordance with Executive Order 2007-01S, Contractor, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§2921.01, 2921.42, 2921.421 and 2921.43, and §§3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State.

16. Ohio Elections Law. Contractor affirms that, as applicable to Sponsor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

17. Conflict of Interest. No personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Sponsor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

18. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

19. Adherence to State and Federal Laws, Regulations. Contractor agrees to comply with all applicable federal, state, and local laws related to the Contractor's performance of the obligations of this Agreement. The Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the requirements of this Agreement.

20. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Sponsor any funds paid under this Agreement.

21. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Contractor must certify compliance with Ohio Revised Code Section 2909.33.

22. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- (c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, the License and Service Agreement, then the language of Exhibit I, License and Service Agreement shall control as being the more specific terms and conditions of the Agreement.
- (f) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

Ohio Department of Development
_____ Division
P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Director, _____ Division
Fax No.: (614) _____

In case of Contractor, to:

[Name]
[Address]

Attention: _____
Fax No.: (614) _____

Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of Sponsor and Contractor.

- (g) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the

Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- (h) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (i) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (j) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement For Services on the last day and year set forth below.

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

SPONSOR:

State of Ohio
Department of Development

James Leftwich, Director

By: _____

Printed Name: _____

Title: _____

Date: _____