REQUEST FOR PROPOSALS (RFP)

RFP Number: DEV13TEC07

The Ohio Development Services Agency, Office of Technology Investments,
is requesting proposals for:

Contractor Evaluation Services for the Ohio Third Frontier Incubation Program

RFP Issued: June 11, 2013
Inquiry Period Begins: June 11, 2013
Inquiry Period Ends: June 21, 2013
Proposals Due: June 26, 2013 at 2:00 p.m.

Submit Proposals via e-mail to:

David Jende, Agency Procurement Officer
Ohio Development Services Agency
Budget & Finance Office
Procurement@development.ohio.gov
(614) 466-0419

This RFP consists of five parts and two attachments, totaling thirty 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.

Ohio | Development Services Agency

PART ONE: SERVICES REQUESTED INFORMATION

PURPOSE

The Ohio Development Services Agency (DSA), Office of Technology Investments, is requesting proposals from contractors to provide services and other forms of technical assistance related to review of proposals submitted for funding under the Ohio Third Frontier Incubation Program for State fiscal year (FY) 2014.

BACKGROUND

As part of the Ohio Third Frontier's program portfolio, the Incubation Program provides competitive funding to support the top Ohio technology incubators that provide intensive entrepreneurial assistance, resources, access to capital and high-quality incubation facilities. One of the key goals is for companies to successfully graduate from the incubators and become thriving, self-sustaining members of Ohio communities. The Incubation Program is intended to significantly increase the commercialization outcomes of incubator technology tenants within the following Ohio Third Frontier focus areas:

- Advanced Materials related to advanced polymers, ceramics, composites, carbon fibers and nanotubes, and specialty metals and alloys
- Aeropropulsion Power Management
- Agribusiness and Food Processing
- Fuel Cells and Energy Storage
- Medical Technology related to imaging, surgical instruments/equipment, implant devices, and regenerative medicine
- Software Applications for business and healthcare
- Sensing and Automation Technologies
- Shale
- Situational Awareness and Surveillance Systems
- Solar Photovoltaics

SCOPE OF WORK

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

The contractor selected will (1) perform Ohio Third Frontier Incubation Program proposal evaluations and (2) provide technical assistance services pertaining to the Ohio Third Frontier Program RFPs and other technology-based economic development activities under the Ohio Third Frontier.

I. Proposal Evaluation Services

- **Ohio Third Frontier Incubation Program**

  The proposals to be evaluated are in response to a FY 2014 Ohio Third Frontier Program RFP to be issued by DSA. All Program information will be made available at http://development.ohio.gov/bs_thirdfrontier/incubationprogram.htm.

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

Stage 1 review – Evaluations will be based on criteria listed in the RFP. This review stage will evaluate proposals from Ohio technology incubators as described under the Incubation Program. Proposals that meet the evaluation criteria expectations will be recommended for the Stage 2 review with a need for rank ordering of proposals.

Stage 2 review – Proposals determined to make it to the Stage 2 review will undergo a more in-depth evaluation resulting in funding recommendations. The Stage 2 review entails further due diligence, and DSA may also request the contractor to conduct interviews with applicants to verify and expand upon information received. The interview allows for the opportunity for specific questions related to the incubation model and allows a face-to-face assessment of the experience and leadership of the incubator.

<u>List of Incubation Program Proposal Evaluation Services to be provided by Contractor</u>

1. Prepare a written description of evaluation methodology based on evaluation criteria listed in the Program RFP issued by DSA.
2. Participate in bidders' conference or equivalent informational forums conducted for prospective applicants. Bidder's conferences are held only in conjunction with an open RFP. Other informational conferences will be covered under the technical assistance hours.
3. Maintain communications with DSA regarding status of review process.

Contractor will provide the following services for the Stage 1 and Stage 2 reviews:

4. Perform initial evaluation of proposals for funding. The evaluation criteria are Program-specific and are set by DSA.
5. Following the initial reviews, contractor will provide a briefing for DSA staff regarding the contractor's rank-ordered recommendations to identify which proposals are to move forward to the Stage 2 review. The contractor will conduct further evaluation diligence, including a scheduled series of interviews and/or site visits with the selected applicants. Following the conclusion of the interviews, contractor will provide a briefing to DSA staff regarding the contractor's recommendations to identify which proposals meet the RFP requirements for funding.
6. Prepare a Final Report explaining the evaluation results for each proposal reviewed, a summary of the proposal evaluation findings, and the proposal review process. The report should include scoring for each proposal against the evaluation criteria, appropriately-sized summaries of strengths and weaknesses for proposals recommended for funding and for all other proposals reviewed. These reports will be shared with the Ohio Third Frontier Commission, other appropriate oversight entities, and applicants, and are also considered to be public documents and may not be copyrighted. The summaries should be of high-quality and suitable for publication to a broad, diverse audience.
7. Prepare high-quality presentation and written-handout materials to be used at Ohio Third Frontier Commission or other meetings. Content should include an explanation of the evaluation process; relevant non-proprietary information on the evaluation methodology; and the funding recommendations.

8. Participate in Ohio Third Frontier Commission or other meetings to present proposal evaluation methodology, results, and funding recommendations as requested by DSA. The Ohio Third Frontier Commission meets bi-monthly unless noted otherwise. Additional meetings may be scheduled if needed; however, not all meetings incorporate funding recommendations.
9. Conduct debriefings for applicants with non-funded proposals.

II. Technical Services

At the direction of DSA, the selected contractor(s) may also be asked to provide the following services in addition to the Application Evaluation Services:

1. Prepare written statements about modifications to applications and/or grant or loan agreement issues. The evaluators may recommend funding for a project contingent upon a change to the application or contingent upon a condition to the grant or loan to be included in the grant or loan agreement.
2. Prepare written suggestions for improving the RFP and evaluation processes. This task is to be performed upon request and is included in the planned technical assistance hours. If a recommendation for improvement is identified in the review process, DSA will request that it be presented in writing.
3. Provide technical assistance to DSA potentially related to technologies, commercialization process, entrepreneurship, program design, market research, technology-based business attraction and any other related assistance requested by DSA. This may occur throughout the year and is included in the technical assistance hours.

PROPOSAL REQUIREMENTS

In no more than six (6) pages, firms choosing to respond to this RFP are asked to format their proposal(s) within the following order and content:

1. Provide a general description of the company's background, nature of business activities, and experience related to the program being addressed and substantiating the company's qualifications to provide the requested services.

2. The proposer's plan should respond to each evaluation factor in Part Four: Evaluation of Applications and describe or demonstrate the following:

   - Describe the methodology that will be used and how that methodology will allow an applicant to arrive at a highly qualified and insightful technical evaluation of proposals received in response to Program RFPs issued by DSA.
   - Briefly discuss the management plan including the steps involved in the reviews, how reviewers will be selected and assigned, and how quality control will be achieved. Briefly describe the process for managing the reviews and how problems will be resolved, if encountered, to ensure deadlines are met.
   - Describe the qualifications of the team, both organizational experience and individuals who will be assigned to the project, in terms of subject matter expertise relative to the Incubation Program.

- Describe the applicant's access to additional subject matter and business expertise, including specific individuals and/or organizations, and the applicant's ability to involve those experts in the proposal review process.

3. Letters from individuals who are familiar with the Proposer's relevant experience and qualifications pertaining to the Incubation Program, including incubation and acceleration, experience related to organizational evaluation, venture and investment expertise, entrepreneurial expertise, and project management experience. No more than five (5) letters are to be included.

4. Confirm that the Proposer(s) is able to sign a Non-Disclosure Agreement prior to conducting the evaluation, if required.

5. Confirm that the Proposer(s) has the resources necessary to evaluate Incubation Program proposals during FY 2014.

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

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

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

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

7. Proposers must provide affirmation that they will comply with Ohio Ethics Laws to the extent

applicable and will not provide services in connection with grant proceeds that result from a proposal evaluated by the proposer(s). **Proposers must also provide a signed Affirmation and Disclosure form included in Appendix 2 of this RFP.**

FEE STRUCTURE

DSA will award a cost-incurred contract based upon the successful applicant's quoted hourly rate and number of hours needed to provide each of the requested services. A detailed separate project budget is to be provided for FY 2014 for the Ohio Third Frontier Incubation Program and for the technical services.

DSA anticipates one application cycle in FY 2014. DSA anticipates receiving up to 25 proposals in the cycle. Please provide a detailed Incubation Program Proposal Evaluation Services budget table for FY 2014 and a supporting narrative.

Provide a total cost estimate for completing up to 25 multiple-stage proposal reviews, including services 1 – 9. For each cycle, the cost estimate should assume proposals are 35 pages in length; Stage 1 Reviews will consist of 25 proposals; Stage 2 Reviews will consist of 11 – 15 proposals; all interviews and meetings will occur in Columbus; and debriefings will be for up to 10 organizations. The cost estimate should include cost detail for labor, travel, supplies, and all expenses and fees. Also, provide the number of hours of professional and staff time required. DSA will not provide funds to purchase tracking software, and open ended expenses to be billed at hours needed for a task are not allowable.

For the Incubation Program, applicants are to include a budget table identical to the following table, complete with all requested information.

INCUBATION PROGRAM – PROPOSAL EVALUATION SERVICES	FY 2014
FIXED COSTS (not tied to number of Proposals; itemize any/all costs – add lines as necessary)	
	$
	$
	$
	$
	$
TOTAL FIXED COSTS:	$
PROPOSAL EVALUATION COSTS	
➢ **Total for Stage 1 Evaluations = Cost per Proposal x 25**	$
➢ **Total for Stage 2 Evaluations = Cost per Proposal x 15**	$
TOTAL PROPOSAL EVALUATION COSTS:	$
DEBRIEFINGS	
➢ ***Total Debriefing Costs = Cost per Debriefing x 10***	$
GRAND TOTAL OF FY 2014 COSTS (Total Fixed Costs + Total Proposal Evaluation Costs + Total Debriefing Costs)	$

Evaluation Personnel Information	
➢ **Number of Evaluators per Proposal**	
➢ **Average Evaluation Hours per Proposal**	
➢ **Evaluator Hourly Rate**	$

Note: Any reimbursement of travel expenses made by Grantee in connection with the Contract shall be subject to the travel reimbursement rates, limitations, restrictions, and exclusions imposed by Ohio Administrative Code 126-1-02 and any other rules imposed by the Ohio Office of Budget and Management, as such rules may be amended from time to time.

Technical Assistance Services

DSA anticipates requesting up to 75 hours under the FY 2014 Incubation Program.

For the Technical Assistance Services, applicants are to include a budget table identical to the following table, complete with all requested information.

TECHNICAL ASSISTANCE	FY 2014
Incubation Program	**75 hours**
Personnel Hourly Rate	$
Total Cost Per Fiscal Year = Hourly Rate x 75	$

No Contract Funds May be Spent Offshore

Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" prohibits the use of any public funds within the control of an executive agency to purchase services which will be performed outside of the United States.

To be considered by the Ohio Development Services Agency, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this RFP and a signed Standard Terms and Conditions Form (Appendix 2). Both of these forms must be signed at the end by an authorized representative of the proposer. Any bid response received that does not include a completed, signed copy of this form will be immediately disqualified.

A copy of the Executive Order and the Affirmation and Disclosure form are included in this RFP 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/pdf/EO201112K/EO201112K_Announcement.pdf.

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must 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 recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. 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.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. 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.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm 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.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. 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 subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

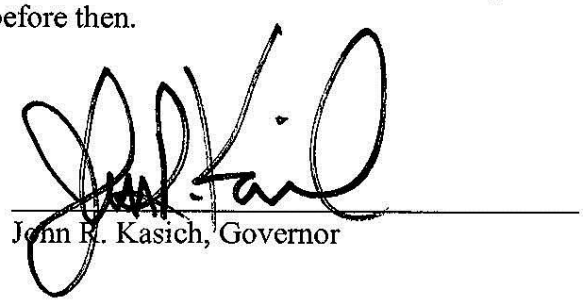
d. All APOs have adequate training which addresses the terms of this Order.

4. 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 to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

PART TWO: STRUCTURE OF THIS RFP

PARTS

Part One	Services Requested Information
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

ATTACHMENTS

Appendix 1 – DSA's Standard Agreement for Services

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

Appendix 2 – Standard Affirmation and Disclosure Form, Standard Terms and Conditions

- Standard Affirmation and Disclosure Form must be signed by an authorized official of Proposer's organization and must be included for any proposal to be scored

PART THREE: GENERAL INSTRUCTIONS

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

CALENDAR OF EVENTS & ON-LINE INFORMATION

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

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

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

Firm Dates

RFP Issued:	June 11, 2013
Inquiry Period Begins:	June 11, 2013
Inquiry Period Ends:	June 21, 2013
Proposal Due Date:	June 26, 2013 by 2:00 p.m.

Estimated Dates

Contract Award Notification:	Before June 30, 2013
Issuance of Purchase Order:	To be determined

PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

- **Proposals must be submitted via e-mail by no later than June 26, 2013 by 2:00 p.m. to Procurement@development.ohio.gov.**
- Proposals are to be submitted on 8.5 x 11-inch paper.
- Margins must not be less than ¾ of an inch on all sides.
- Font must be 10 point or larger with no more than 6 lines of text per inch.
- Proposals should be no more than 6 pages in length.
- All pages must be numbered consecutively using the format "Page [#] of [total number of pages]" (e.g., Page 2 of 20).

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

It is the Proposer's responsibility to ensure timely submission of a complete Proposal. Late Proposals

will not be scored. DSA is under no obligation to consider a Proposal which is received after the Proposal Due Date or that is incomplete. Proposals that are not submitted in the format requested will not be scored.

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

All costs incurred in the preparation of the Proposal shall be borne by the Proposer alone, and DSA 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 DSA upon request and will become the property of DSA, and the Proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

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

DSA reserves the right to:

- Accept or reject any and all Proposals and/or bids if Development determines that it is in the best interests of the State to do so.
- Rebid this RFP, requesting new Proposals from qualified firms.
- Waive or modify minor irregularities in Proposals received.
- Negotiate with Proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio.
- Require the submission of modifications or additions to Proposals as a condition of further participation in the selection process.
- Fund any Proposal in full or in part; any assignments of work by DSA under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding.
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more Proposers submitting responses will be awarded contracts.
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact Proposer to clarify any portion of the Proposer's submittal.

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

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

INQUIRIES

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

1. Access the State Procurement web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find it Fast."
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of this document.
5. Click the "Find It Fast" button.
6. On the document information page, click the "Submit Inquiry" button.
7. On the document inquiry page, complete the required "Personal Information" section by providing the following:
    a. First and last name of the prospective Proposer's representative who is responsible for the inquiry;
    b. Name of the prospective Proposer;
    c. Representative's business phone number; and
    d. Representative's e-mail address.
8. Type the inquiry in the space provided, making certain to include the following:
    a. A reference to the relevant part of this RFP;
    b. The heading for the provision under question; and
    c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

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

Prospective Proposers may view inquiries using the following process:

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

DSA will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. DSA will not respond to any inquiries received after 8:00 a.m. on June 21, 2013. 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 DSA 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

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

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

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

A minimum average score of 60 must be achieved during the evaluation process to be considered for the contract.

PROPOSAL EVALUATION CRITERIA

In the proposal evaluation phase, DSA staff or reviewers selected by DSA (the committee) will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion.

Evaluation Criteria	Weight
Experience and qualifications of proposed project manager and other key staff. This includes the breadth and depth of staff knowledge and demonstrated capabilities in the following areas: • Incubation and acceleration • Organizational evaluation • Start-up business evaluation • Early-stage capital • Entrepreneurial expertise • Technology-based economic development, the Ohio Third Frontier, and the requirements of the Incubation Program Prior experience in reviewing technical proposals	Up to 35 points
Reasonableness of cost estimates for performing the various levels of proposal reviews.	Up to 25 points
The thoroughness and appropriateness of the approach outlined in the work plan that will be used to evaluate proposals received in response to RFPs issued by DSA. This includes: • Demonstrated method for evaluating applications, and managing and tracking progress	Up to 20 points

• Feasibility of schedule for performing the application reviews • Capabilities in technical writing and document preparation Contractor's ability to adapt readily to changes initiated by DSA to tasks or instructions, or increases or shifts in workload	
Recognition of the importance of protecting against potential conflicts of interest and protecting confidentiality of materials received from applicants and methods for doing so.	Up to 20 points
Total:	**100 points Maximum**

PART FIVE: CONTRACT AWARD

CONTRACT AWARD PROCESS

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

Any award decision by DSA under this RFP is final. After DSA makes its decision under this RFP, all Proposers will be notified (in writing or by phone, at DSA's discretion) of the final evaluation and determination as to their Proposals.

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

Once the contract is fully executed, DSA will issue to the Proposer(s) one (1) copy of the signed instrument for its/their files.

Unless otherwise negotiated and included in the executed contract/scope of work, the selected vendor(s) shall be bound by all outlined services, policies and procedures as contained in the vendor's submitted and evaluated proposal.

NUMBER OF AWARDS

DSA anticipates making at least one award depending on programs' needs and the fit of the Proposer(s) to the scope of this RFP.

FUNDING APPROVAL THRESHOLD

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

Appendix 1:

DSA's Standard Agreement for Services

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

AGREEMENT FOR SERVICES

This Agreement for Services ("**Agreement**") is made and entered into by and between the **State of Ohio, Development Services Agency** ("**Sponsor**"), and _____("**Contractor**"). This Agreement shall have Ohio Development Services Agency Agreement Control Number of _____

1. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. Sponsor's Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. Term and Location of Performance.

(a) Term. 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 shall expire. 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.

(b) Location of Performance. Contractor affirms that it has read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich, that it shall abide by those requirements in the performance of this Agreement, and that it shall perform no services required under this Agreement outside of the United States. This Executive Order can be found online at:

http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf.

(c) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed _____ Thousand and No/100 Dollars ($_____,000.00).

5. 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.

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

7. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement, Contractor shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule) and Contractor agrees that it shall not be reimbursed and Sponsor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Contractor or Sponsor or their respective employees or agents.

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

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

(iii) If Contractor or any of its subcontractors prepares to perform services or changes or shifts the location(s) of services performed by Contractor or its subcontractors under this Agreement to a location(s) outside of the United States, but no services are actually performed outside of the United States, Contractor shall promptly, but in no event later than 10 days, change or shift the location(s) of

services performed to location(s) within the United States. Sponsor may recover liquidated damages in the amount of 1% of the value of the contract for every day past the time permitted to change or shift the location(s) to the United States.

9. 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 9(b) from Contractor's other records of operation.

10. 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.

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

12. 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. Notwithstanding the foregoing, Contractor's obligation to indemnify and hold Sponsor and the State of Ohio harmless shall be limited to actions and omissions which constitute gross negligence or violations of law and in no event shall the aggregate liability of the Contractor to the Sponsor or the State of Ohio for indemnification under this Agreement exceed the amount of compensation paid to the Contractor hereunder.

13. Conflict of Interest. No personnel of Contractor or personnel of any subcontractor, and no 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 or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Contractor shall immediately disclose in writing to Sponsor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Sponsor shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such 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 or her participation in any such action would not be contrary to the public interest.

14. 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.

15. Confidential Information.

(a) "Confidential Information" means any and all information provided by Sponsor, whether in written, electronic or oral form, and including without limitation, proprietary information, customer information, which is, by its nature, the type of information that a prudent business person would maintain as confidential, and trade secrets as protected in the State by operation of Sections 1333.61 to 1333.69 of the Ohio Revised Code. In the event either party visits any of the offices of the other party, "Confidential Information" shall also include such information that may come to the visiting party's knowledge by observation or otherwise as a result of any such visit.

(b) Contractor acknowledges that Confidential Information may include personal or proprietary information relating to businesses or individuals doing or potentially doing business in Ohio. Contractor shall use Confidential Information only in connection with the purposes set forth above. Contractor agrees to use reasonable efforts to safeguard Confidential Information and to prevent the unauthorized, negligent or inadvertent disclosure of Confidential Information. ("Reasonable efforts" means efforts not less than those Contractor employs to protect its own confidential information and, in any event, efforts not less than those a prudent business person would take to protect its own confidential and proprietary information.) Contractor shall not, without the prior written approval of Sponsor, directly or indirectly disclose Confidential Information to any person or business entity except to its own employees on a need-to-know basis for the purposes contemplated by this Agreement.

(c) Contractor shall not have any obligations under this Agreement with respect to any information that: (a) is already in the possession of Contractor prior to its receipt from Sponsor, or (b) is publicly known at the time of disclosure or becomes publicly known through no wrongful act or failure of Contractor, or (c) is

subsequently disclosed to Contractor on a non-confidential basis by a third party who does not have a confidential relationship with Sponsor and who rightfully acquired such information, or (d) is independently developed by Contractor as evidenced by records maintained by Contractor in the ordinary course of its business, or (e) is communicated to a third party by Contractor with the express written consent of SPONSOR.

(d) In the event Contractor become legally compelled to disclose any Confidential Information of Sponsor, before doing so Contractor will provide Sponsor with prompt notice of the disclosure order so that Sponsor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement as to such disclosure. Whether or not such a protective order or other confidentiality agreement is obtained by Sponsor, Contractor shall furnish only that portion of the Confidential Information as is necessary to comply with the legal requirement and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded any Confidential Information so disclosed.

16. Adherence to State and Federal Laws, Regulations.

(a) General. 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.

(b) Ohio Ethics Laws. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (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. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, 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 of Ohio.

(c) 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.

16. 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.

17. 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, then the language of Exhibit I 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 Development Services Agency
Office of
P.O. Box 1001
Columbus, Ohio 43216-1001
Attention:
Fax No.:
With a copy to Chief Legal Counsel, Ohio Development Services Agency

In case of Contractor, to:

[ADDRESS]
Attention:
Fax No.:

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) 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.

(i) 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.

(j) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be

deemed to be a part of this Agreement.

(k) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor.

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

CONTRACTOR:	SPONSOR:
[CONTRACTOR]	**State of Ohio** **Development Services Agency** Christiane Schmenk Director Ohio Department of Development
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix 2:

Standard Affirmation and Disclosure Form and Standard Terms and Conditions

The Standard Affirmation and Disclosure Form must be filled out and returned with a bid response in order for it to be eligible for scoring.

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing 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.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor 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 may subject the Contractor to sanctions. If the Contractor 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)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)
_____	_____
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

---

The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.