RFP Number: DEV18COM01

The Ohio Development Services Agency (DSA) is requesting proposals for:

Content Creation & Marketing for Agency Programs

RFP Issued: July 17, 2017
Inquiry Period Begins: July 17, 2017
Inquiry Period Ends: July 26, 2017
Proposals Due: August 7, 2017

Submit Proposals and Writing/Video Samples to:

Andy Shaw, Agency Procurement Officer
Ohio Development Services Agency
Budget & Finance Office
77 South High Street, 29th Floor
Columbus, Ohio 43216
(614) 466-5930

This RFP consists of five parts and three attachments, totaling 26 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 Firms will be posted on the State Procurement website for viewing by all Firms.
PART ONE: STRUCTURE OF THIS RFP

PARTS

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ATTACHMENTS

Appendix 1 – Executive Order 2011-12K
   o Governing the Expenditure of Public Funds for Offshore Services

Appendix 2 – Standard Affirmation and Disclosure Form, Standard Terms and Conditions
   o Standard Affirmation and Disclosure Form must be signed by an authorized official of Firm’s organization and must be included for any proposal to be scored

Appendix 3 – DSA’s Standard Agreement for Services
   o DSA’s standard, or boilerplate, personal service contract document, including terms and conditions
   o This sample document is provided only for convenience and the terms and conditions contained therein are subject to change without notice

PART TWO: SERVICES REQUESTED INFORMATION

PURPOSE

The Ohio Development Services Agency (hereinafter “DSA”) seeks the services of a highly experienced digital marketing and multimedia firm ("Firm") to provide content marketing services to reach our audiences and achieve Agency objectives. Applicants should provide all services required to execute the overall content marketing strategy for Agency projects.

SCOPE OF WORK

DSA seeks the services of an experienced Firm to provide written and multimedia web content, including audio and video production, for an on-going DSA need and potential future projects. This includes strategy and content development and execution, social media and impact analytics.

The State of Ohio exclusively owns all rights, title and interest in and to all content created during performance of these Services (the “Work Product”), and shall be the sole and exclusive property of the State of Ohio. The Firm agrees to assign all copyright interests that arise as a result of any work of creation in the Work Product. The Firm agrees to cooperate in obtaining registration in the name of the State of Ohio for any work created, whether it be a compilation or derivative work or a work of original creation. The Firm further agrees that in any event any such work of creation may be considered a “work for hire” and the Firm hereby conveys the title to any such
work to the State of Ohio. The Firm waives any claim to moral rights to the Work Product. The Firm will not use the same Work Product created for the State of Ohio under this Agreement for another customer; provided, however, that nothing in the preceding sentence shall be interpreted to preclude the Firm from using the same functionality, format, concepts, workflows or other ideas represented in the Work Product. Terms and conditions required by state law will be included in the contract.

1. Original Content Creation Services

In collaboration with DSA, build and manage relationships to identify and gather information from sources and experts to develop strategic content focused on technology, innovation and the promotion of Ohio as a destination for entrepreneurs. Firm must have the ability to research, discover, develop and maintain an editorial calendar of 10 original written content articles per month that meet editorial and messaging requirements for the intended audience. Articles should have geographical representation across the state and cover key messaging provided by DSA. Written content should range in style, and should generally be between 250-500 words while meeting basic journalistic standards. Authors must fully disclose any interest (financial or otherwise) in subject matter, and DSA reserves the right to reject any article at its sole discretion. Optimize all content for search, readability and usability.

At least half of the monthly articles should have supporting multimedia in the form of high quality video and/or photos. Videos should range in style and length, typically around :30 seconds – 2:00 minutes. All strategy, written content and multimedia services must be provided by in-house staff.

2. Content Marketing Services

In collaboration with DSA, develop a robust content strategy to amplify the message and reach a target audience, drive traffic to the TechOhio website and increase engagement across social platforms. Firm should have a proven history and knowledge of creating content that appeals to entrepreneurs, and have the ability to research, understand the voice, build relationships and network with the intended audience to achieve Agency goals.

Firm should develop a social outreach strategy for original content, as well as industry news and content from other sources to build a robust social media editorial calendar that is approved by DSA. Firm will execute postings and monitor engagement.

Firm should have in-house capabilities to provide strategic analytics by tracking content marketing results through proven social tracking services and practices. This includes reporting campaign successes quarterly and annually to DSA. Strategy should continually evolve based on insights from reports, continual monitoring and industry trends.

3. Video Production Services

Produce a range of high-quality videos for DSA with varying subjects, creative, audiences and objectives. Firm will work with DSA to develop the concept, strategy and messaging, as well as handle all aspects of video production. Firm will be responsible for submitting creative briefs at the onset of projects, and creating original scripts that are reviewed and approved by DSA. Firm will shoot with subject matter experts in the field, and edit and produce original videos based on industry best practices and high quality standards. Videos should be delivered through a digital
file transfer site in formats to be distributed across various communication channels, including web and social media. Video production services will be as-needed to achieve DSA goals and objectives.

**FEE STRUCTURE**

For purposes of this RFP, provide pricing for services and deliverables (including any project management, creative and strategy fees):

1. Original content creation
2. Content marketing
3. Video production

<table>
<thead>
<tr>
<th>Services/Deliverables</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written content including story research and development</td>
<td>Per Article</td>
</tr>
<tr>
<td>Written content with multimedia including story research and development</td>
<td>Per Article w/ Multimedia</td>
</tr>
<tr>
<td>Social media strategy and execution with the goal of growing audience, driving traffic to TechOhio, and increasing engagement. This includes weekly editorial calendars, writing and execution of daily social posts, and regular impact reports.</td>
<td>Per Month</td>
</tr>
</tbody>
</table>

**Video production:**

1. High-quality news-style story (generally 1-2 minutes in length with 3 subject matter experts) | Per Video
2. High-quality complex issue video (generally 2-3 minutes in length, varying in creative approach based on the goal of the project) | Per Video
3. High-quality commercial for broadcast (:15 and :30 finished version, varying in creative approach based on the goal of the project) | Per Video

**GENERAL REQUIREMENTS**

1. Firm’s principal place of business must be in Ohio.
2. Applicants should provide all services outlined in-house, including written content, high-quality video content creation, social media outreach and analytics.
3. Staffing and work plans for original written content.
4. A history of providing services that increase results by reaching target audiences using a variety of tactics including content marketing and social media outreach.
5. Proven experience showing Firm is PR-minded and goal-oriented.
**PROPOSAL REQUIREMENTS**

Proposals must respond to each of the following requirements:

1. Demonstration of proven processes in place to successfully manage a project that includes discovering, creating, amplifying and measuring content, both written and video.
2. Demonstration of experience and professionalism in finding stories that are compelling and designed to reach a target audience.
3. Demonstration of expertise in creating written and video content that involves technical topics for an entrepreneurial audience.
4. Demonstration of ability to execute the tone and voice of TechOhio.
5. Demonstration of experience in scheduling and conducting interviews, both on the phone and on-camera with professional video crew.
6. Demonstration of comprehensive social media strategy and outreach capabilities, specifically designed to reach entrepreneurs.
7. Demonstration of project manager's experience and success in managing similar projects.
8. Demonstration of experienced measurement and analytics process and services.
9. Demonstration of technical capability and process for digital delivery of all assets that is proven and secure.
10. Demonstration of commitment to innovation within the ever-changing communications and marketing industry.
11. References

**PLEASE SUBMIT PROJECT SAMPLES FOR CONSIDERATION**

Please include samples of the projects specified below including demonstration of the results that the content achieved when applicable.

1. Project that highlights expertise in content writing and video production for a technical topic or organization, and the results that show the project successfully reached target audiences.

2. Video content that promotes an organization or area as a destination for business. Video project submitted must be $10,000 or less. Please include total video cost with your submission.

3. Example of a high quality video that successfully reached target audiences on social media. Please include video cost with your submission.

4. Measurement or analytics report that shows web and social media results secured by the organization.

The basis for evaluation will include, but not be limited to the following criteria:

- Depth of experience
- Quality of work samples
- Demonstration of creativity, innovative thinking and strategy
- Pricing and cost structure
- Staffing plans
- Ohio MBE and/or EDGE certification
- See evaluation criteria on page 10
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 Firm’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.

<table>
<thead>
<tr>
<th>Firm Dates</th>
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<tbody>
<tr>
<td>RFP Issued:</td>
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</tr>
<tr>
<td>Inquiry Period Begins:</td>
<td>July 17, 2017</td>
</tr>
<tr>
<td>Inquiry Period Ends:</td>
<td>July 26, 2017</td>
</tr>
<tr>
<td>Proposal Due Date:</td>
<td>August 7, 2017</td>
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</table>

<table>
<thead>
<tr>
<th>Estimated Dates</th>
<th></th>
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<tbody>
<tr>
<td>Contract Award Notification:</td>
<td>Before September 30, 2017</td>
</tr>
<tr>
<td>Issuance of Purchase Order:</td>
<td>To be determined</td>
</tr>
</tbody>
</table>

PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

Proposals must be submitted via mail by no later than August 7, 2017 to
Andy Shaw, Agency Procurement Officer
Ohio Development Services Agency
Budget & Finance Office
77 South High Street, 29th Floor
Columbus, Ohio 43216

- 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 20 pages in length. Forms required to be returned with the proposals, such as Appendix 2, will not be counted toward the maximum total.
- All pages must be numbered consecutively using the format “Page [#] of [total number of pages]” (e.g., Page 2 of 20).

Firms 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 Firm’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 Firm 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 Firm during the course of this project will be provided to DSA upon request and will become the property of DSA, and the Firm 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 Firm 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 DSA 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 Firm(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 Firms submitting responses will be awarded contracts.
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact Firm to clarify any portion of the Firm’s submittal.

If, during the review process, DSA determines that it is necessary to make further distinctions between certain Firms, DSA may request certain selected Firms 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 Offeror 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 Offeror must use the following process:

2. From the Navigation Bar on the right, select “Bid Opportunities Search”
3. Enter the RFP Number found on Page 1 of this document in the Document/Bid Number field.
4. Click the “Search” button.
5. Click on the Document/Bid number hyperlink
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 Offeror’s representative who is responsible for the inquiry;
   b. Name of the prospective Offeror;
   c. Representative’s business phone number; and
   d. Representative’s email 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:

2. From the Navigation Bar at the top, select “for Suppliers”.
3. Under the title “Bid Opportunities”, select “All Opportunities”.
4. Enter the RFP Number found on Page 1 of this document as the “Document/Bid Number”.
5. Click the “Search” button.
6. Select this RFP.
7. 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 July 26, 2017.** 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.

Development Services Agency will apply Veteran Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the offeror shall certify on the first page of the proposal the following:

(Insert Company name) affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01 (KK).

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.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Requirements</td>
<td></td>
</tr>
<tr>
<td>Expertise in original content writing</td>
<td>0-20</td>
</tr>
<tr>
<td>Expertise in video and multimedia production</td>
<td>0-20</td>
</tr>
<tr>
<td>Technical Requirements</td>
<td></td>
</tr>
<tr>
<td>Staffing Plan (including details on project manager’s experience, as well as experience of the staff to be assigned to the project)</td>
<td>0-10</td>
</tr>
<tr>
<td>Work Plan (including demonstration of processes on similar projects with similar goals)</td>
<td>0-10</td>
</tr>
<tr>
<td>Pricing and Cost Structure Competitiveness</td>
<td>0-20</td>
</tr>
<tr>
<td>Preference Points</td>
<td></td>
</tr>
<tr>
<td>Quality of original content writing samples (including creativity, innovative thinking and strategy)</td>
<td>0-25</td>
</tr>
<tr>
<td>Quality of video production samples (including creativity, innovative thinking and strategy)</td>
<td>0-25</td>
</tr>
<tr>
<td>Quality of written and video content in achieving goals of organization (including demonstration of reaching target audiences and results achieved)</td>
<td>0-35</td>
</tr>
<tr>
<td>Ohio certified MBE/EDGE</td>
<td>5</td>
</tr>
</tbody>
</table>
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 Firms 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 Firm(s), and finalized contract terms and conditions will be forwarded for signature. Once three executed copies of the contract are submitted by the Firm(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 Firm(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 Firm(s) to the scope of this RFP.

FUNDING APPROVAL THRESHOLD

In the event that contractual expenditures with the selected Firm(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 Firm and DSA, the contract will be subject to the approval of the State of Ohio Controlling Board.
Appendix 1:
Executive Order 2011-12K

Governing the Expenditure of Public Funds for Offshore Services
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 DSA, 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 Firm. 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.
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 location(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 contractor 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
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.
Appendix 3: 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 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) 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 ______ ($_____.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.

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.
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.

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.

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. **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.** Grantee, by its signature on this document, certifies: (1) it 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 (2) will take no action inconsistent with those laws, 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:

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) **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:

___________________________

SPONSOR:

State of Ohio
Development Services Agency

By: _______________________________

David Goodman
Director
Ohio Development Services Agency

Printed Name: __________________________

Title: _____________________________

Date: _____________________________

By: _______________________________

Printed Name: __________________________

Title: _____________________________

Date: _____________________________
Exhibit I
Scope of Work

Scope of Work

Dates of Service

Budget