

# REQUEST FOR PROPOSALS (RFP)

**RFP Number: DEVSBI002**

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

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

RFP Issued: August 14, 2009  
Inquiry Period Begins: August 14, 2009  
Inquiry Period Ends: August 27, 2009 at 8:00 A. M.  
Proposals Due: August 28, 2009 by 5:00 P.M.

Number of Copies Required: 3

Submit Proposals To:

Ohio Department of Development  
Budget & Finance Office  
Attn: Michael Ashford, Agency Procurement Officer  
77 South High Street, 27<sup>th</sup> Floor  
P. O. Box 1001  
Columbus, Ohio 43216-1001  
(614) 466-5962

**This RFP consist of five (5) parts and three (3) attachments, totaling twenty-nine 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](http://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.**



Department of  
Development

## **PART ONE: EXECUTIVE SUMMARY**

### **Purpose**

The Ohio Department of Development's Strategic Business Investment Division administers the Ohio Job Ready Sites (JRS) Program. Each project that receives competitively allocated funds under the program must obtain certification within a defined time period, usually up to three years from the date an award is approved by the State Controlling Board. At the expiration of the defined time period, or upon completion of all necessary improvements, whichever occurs earliest, project sites must make available all necessary documentation for review by the Ohio Department of Development (Development) and the designated third party site selection and/or engineering firm (Consultant). The Consultant will audit and verify the documentation for the job-ready sites and make recommendations to Development for site certification.

At the time of the release of this Request for Proposals, JRS has 28 sites that need certification. Out of the 28 sites, 18 are from the first funding round (fiscal year 2006-2007) and ten are from the second funding round (fiscal year 2008-2009). Using this number as a guide, there exists the possibility of a substantial number of projects that will be recommended for funding in subsequent years, likewise requiring certification services.

In addition, Development may encourage non-JRS funded sites to become certified. Sites that applied for but did not receive funding, or those that did not apply for funding assistance, but that still satisfy the program's site requirements may be given the opportunity to obtain certification. In such cases, sites likely would be evaluated against the same attributes and conditions required of the program's sites. Under this scenario, site owners and/or managers would be solely responsible for bearing the costs of obtaining certification services by the Consultant.

### **Background**

The Ohio Job Ready Sites Program, authorized by Ohio's voters under Issue 1 in 2005, was created to bolster the State's inventory of available facility locations served by utility and transportation infrastructure. Sites improved under the program are kept ready for future business prospects seeking locations for new or expanded operations.

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

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

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

### Overview of Scope

Development is requesting proposals from site selection and/or engineering firms to audit the certification materials assembled for funded sites under JRS. The Consultant will verify that (1) sites meet all relevant site development certification standards (see Appendix I); and (2) report and maintain certified site development information in a due diligence site matrix.

Though it is highly improbable that all sites will seek certification at the same time, the Consultant is expected to maintain sufficient resources to complete the certification review process as necessary and in a timely manner.

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

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

economic development professionals and similar groups, and individuals about the site certification process.

In close consultation with Development, the Consultant may be asked to provide ancillary services and periodic input to assist in successfully implementing JRS, including but not limited to the following:

- Review and/or refine the Program's certified site criteria to ensure all relevant documentation is obtained to recommend sites for certification.
- Cross-reference JRS requirements and incentives against current site selection and Development standards and make recommendations for program improvement.
- Assist Development in developing site certification standards for additional end use categories and subcategories under the program.

#### Proposal Requirements

Development is requesting interested Consultants respond to this RFP by addressing the following issues relevant to performing the site certification. Responses should be as specific as possible. Responses **shall not exceed 15 total pages**, exclusive of financial reports, resumes submitted of a Consultant's staff members, W-9 Form, vendor information form and Declaration Regarding Material Assistance (DMA) Form.

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

recommendations would be provided to Development, and any other information pertinent to the timeframes in responding to requests from Development and project contacts/grantees.

- Describe any site selection or project development experience in which the Consultant has worked with a state or local site certification program, or a project in which such certification was a determining factor for the business prospect. Explain the Consultant's overall impression of the process, its benefits and the areas in which the process could have been improved.
- Provide a detailed budget for the project. The budget must be submitted in the format by identifying the price per hour – per site for all sites under for the requested site certification services<sup>1</sup> proposal. Ancillary services should be separate from the above project list and represented by an hourly rate<sup>2</sup>. Provide a “not to exceed” cost for the requested services.
- Identify a designated project manager who works for the Consultant who would serve as the primary point of contact for Development.
- Name the location from which the Firm would provide services (inside and/or outside Ohio).
- Provide resumes of the Consultant's team members assigned to the project.
- Provide information describing the Consultants capability to perform all requested services, including a brief company history of sales growth and annual reports.
- Demonstrate the Consultant's familiarity with the Ohio Job Ready Sites Program's enabling statutes and program guidelines. List any previous experience in working on JRS.
- Disclose current or potential conflicts of interest with any approved grantees, and provide a statement agreeing to disclose conflicts of interest immediately as the Consultant becomes aware of them during the course of its site certification functions (see <http://development.ohio.gov/edd/obd/jrs/> for a listing of approved grantees).
- Provide data indicating that the Consultant is in compliance with Buy America and Buy Ohio (i.e., when possible, Consultant makes notable efforts to purchase Ohio and American made products before considering imports).
- Provide data indicating, both nationwide and in Ohio, the total number of employees, percentage of women employees, and percentage of minorities.

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

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

- Submit a completed Internal Revenue Services (IRS) Form W-9, available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.
- Submit a completed State of Ohio Vendor Information form (OBM-5657), available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>.
- Submit a completed Declaration of Material Assistance (DMA) Form available for download at <http://development.ohio.gov/edd/obd/jrs/>.

## **PART TWO: STRUCTURE OF THIS RFP**

### Parts

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

### Attachments

- Appendix 1 - Ohio Job Ready Sites Program Utility Standards for Site Certification
- Appendix 2 – Contract terms and conditions (subject to change at time of contract award)
- Appendix 3 – Sample Evaluation Form (this form will be used during the evaluation process)

### **PART THREE: GENERAL INSTRUCTIONS**

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

#### **Calendar of Events**

The schedule for this RFP is given below and is subject to change. Development may change this schedule at any time. If Development 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. The web site announcement will be followed by an addendum to this RFP, which will also be made available through the State Procurement web site. It is each prospective proposer's responsibility to check the web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the contract. No contact shall be made with Development until contract award is announced.

#### **Firm Dates**

RFP Issued: August 14, 2009  
Inquiry Period Begins: August 14, 2009  
Inquiry Period Ends: August 27, 2009 at 8:00 a.m.  
Proposal Due Date: August 28, 2009 by 5:00 p.m.

#### **Estimated Dates**

Contract Award Notification: September 7, 2009  
Issuance of Purchase Order: To be determined

#### **Proposal Submittal**

Proposals are to be submitted on 8.5 x 11-inch paper, with margins of not less than  $\frac{3}{4}$  of an inch on all sides. Font must be 11 point or larger and all pages must be numbered consecutively. Limit proposals to no more than 15 pages, exclusive of financial and annual reports, resumes, W-9, State of Ohio Vendor Information form and DMA Form.

Submit one original and two complete hard copies of each Proposal. The original copy must include an electronic version of the Proposal, in its entirety, in PDF format. **All proposals must be received no later than 5:00 p.m. on August 26, 2009, at the following office:**

Ohio Department of Development  
Budget & Finance Office  
Attn: Michael Ashford, Agency Procurement Officer  
77 South High Street, 27<sup>th</sup> Floor  
P. O. Box 1001  
Columbus, Ohio 43216-1001  
(614) 466-5962

Consultants are advised there will be no opportunity to correct mistakes or deficiencies in their proposals after the submission deadline. Proposals that are missing required information may not be evaluated, and it is at the discretion of Development to make that determination.

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

No supplementary or revised materials will be accepted after the scheduled date for submission unless specifically requested by Development.

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

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

All information submitted in response to this RFP shall be public information unless a statutory exception exists which would protect the information from release to the public. Any information submitted with the Proposal which the proposer treats as 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: two asterisks (\*\*) must be placed at the beginning and end of the trade secret information and the trade secret information shall be underlined. Information determined to be a trade secret under the laws of the State of Ohio will be protected as trade secrets by Development in accordance with Ohio law.

Development reserves the right to:

- Accept or reject any and all proposals and/or bids if the State of Ohio determines that it is in its best interest to do so; and rebid the RFP requesting new proposals from qualified parties.
- Waive or modify minor irregularities in proposals received;
- Negotiate with proposers, within the requirements of the RFP, to best serve the interests of the State of Ohio; and
- 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.

- Not make an award at the end of the evaluation process.
- Adjust the dates for whatever reason it deems appropriate.

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

In accordance with federal and state statutes and Development 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.

During the performance of the work, the following contact will represent Development and be the primary contact for matters relating to the work.

Ms. Sheena Metzger, Program Administrator  
Ohio Department of Development  
Ohio Job Ready Sites Program  
(614) 466-4223  
[Sheena.metzger@development.ohio.gov](mailto:Sheena.metzger@development.ohio.gov)

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

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

Prospective proposers may view inquiries using the following process:

1. Access the State Procurement 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.

**The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the Inquiry Period End Date.** Prospective proposers who attempt to seek information or clarifications verbally will be directed to reproduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with Development staff or any other agency of the State to discuss this RFP may result in the proposer being deemed not responsive.

## **PART FOUR: EVALUATION OF PROPOSALS**

### **Evaluation Process**

The evaluation process may consist of up to four distinct phases:

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

Development may decide whether phases three and four are necessary. Development has the right to eliminate or add phases three or four at any time in the evaluation process. The state also may add or remove sub-phases to phases 2 through 4 at anytime if Development believes doing so will improve the evaluation process.

### **Proposal Evaluation Criteria**

In the proposal evaluation process, the committee will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

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

A sample copy of the evaluation form that will be used to score the proposals during the evaluation process has been made available as an attachment in appendix 4 of this RFP. The evaluation form is subject to change prior to the evaluation process. If there is a change to the evaluation criteria an addendum to the RFP will be issued prior to the submission due date.

## **PART FIVE: CONTRACT AWARD**

### **Contract Award Process**

Development plans to award the contract based on the schedule in the RFP, if the State decides the project is in its best interests and has not changed the award date.

The award decisions of Development are final. All proposers will be notified in writing of the outcome of their proposals after Development makes its decision.

Upon the approval of the award recommendation issued by the evaluation committee, a notice of contract award and finalized contract terms and conditions will be sent to the awarded contractor(s) for signature. Once three copies of the signed contract are received from the contractor(s), Development will complete full execution of the contract by signing it.

Once the contract is fully executed, Development will issue a copy of the executed contract to the contractor(s) for their files.

### **Number of Awards**

Development anticipates making one award depending on program needs and contractor fit.

### **Funding Approval Threshold**

In the event that expenditures with an awarded contractor exceed \$50,000 in spending under this agreement or exceed \$50,000 in aggregate spending across all contracts between the contractor and Development; further expenditures with that contractor under this agreement will be subject to State of Ohio Controlling Board approval.

# **Appendix 1:**

## **Ohio Job Ready Sites Program Utility Standards for Site Certification**

<b>Ohio Job Ready Sites Program Utility Standards for Site Certification<sup>3</sup></b>					
<b>Site Category</b>	<b>Water</b>	<b>Sanitary Sewer</b>	<b>Electric<sup>4</sup></b>	<b>Gas</b>	<b>Telecom</b>
<b>Manufacturing</b> (Heavy, Light, or Clean)	0.50 MGD <sup>5</sup>	0.30 MGD	Adequate delivery voltage and capacity for 6MW demand with reliable service characteristics	300,000 CFH <sup>6</sup>	Reliable service via modern infrastructure; looped fiber preferred
<b>Existing Industrial Building</b>	0.50 MGD	0.30 MGD	Adequate delivery voltage and capacity and reliable service characteristics	300,000 CFH	Reliable service via modern infrastructure; looped fiber preferred
<b>Mega-Manufacturing Operation</b>	1.0 MGD	0.75 MGD	Adequate delivery voltage and capacity for 12MW demand with reliable service characteristics	600,000 CFH	Reliable service via modern infrastructure; looped fiber preferred
<b>Smart Office<sup>7</sup></b>	0.25 MGD	0.25 MGD	Adequate delivery voltage and capacity and reliable service characteristics	Gas available	Reliable service via modern infrastructure; looped fiber preferred
<b>Technical Center/Research Laboratories<sup>8</sup></b>	0.50 MGD	0.30 MGD	Adequate delivery voltage and capacity and dual feed from separate subs.	Gas available	Reliable service via modern infrastructure; looped fiber preferred

3 Ohio Job Ready Sites must meet the minimum utility capacities stated for the desired site certification category prior to the completion of the proposed project.

4 Adequate delivery voltage and capacity means there is sufficient voltage and reserve capacity in the electric system's network to support the designated demand requirement. Reliable service characteristics include substations that are in close proximity to the property and the electric infrastructure is in good condition and safely located.

5 Million gallons per day

6 Cubic feet per hour

7 "Smart Office" is an office building that may be described as environmentally-friendly, designed for employee wellness, uses modern building technology and houses operations which are not manufacturing, assembly, or distribution related functions. The building must (1) be certified as meeting the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards; (2) use healthy and efficient building, lighting, and HVAC design, use non-toxic building materials, furnishings, and office supplies; and (3) use modern building technology such as interior wireless service, interior fiber, spider fiber optic service, direct digital wiring controls, modular wiring, accessible wiring and cabling conduits, and under floor cooling systems. Information on LEED Certification can be found at the following link: <http://www.usgbc.org>.

8 "Technical Center/Research Laboratory" is office and/or lab space which primarily involves research and development activities conducted by scientists, researchers, and technicians working to discover information that is technological in nature, and which will be useful in developing new or improved products, processes, techniques, formulas, or inventions. Activities may include direct and/or pure research. Direct research refers to research conducted to design, create, or formulate new or better products, equipment, or processes. Pure research refers to scientific or technological analysis, inquiry, and experimentation in the physical sciences.

# **Appendix 2:**

## **Sample contract terms and conditions**

### AGREEMENT FOR SERVICES

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

1. Controlling Board Approval. Pursuant to Ohio Revised Code (ORC) Section 127.16(B), this Agreement shall not be valid and enforceable until the Controlling Board of the State of Ohio has approved the expenditure of the funds pursuant to the terms of this Agreement. As a result, funds in an amount not to exceed \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) have been made available to the Contractor by the Controlling Board Action No. DEV \_\_\_\_\_ dated \_\_\_\_\_, 2009, for the purposes of securing the services of the Contractor as more specifically described in this Agreement.
2. Statement of Work. Contractor shall undertake and complete the work and activities set forth in Exhibit I, “Scope of Work,” which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.
3. Sponsor’s Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.
4. Time of Performance. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on \_\_\_\_\_ and all activities under this Agreement shall be completed not later than \_\_\_\_\_, on which date this Agreement expires. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.
5. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor’s receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ and No/100 United States Dollars (\$\_\_\_\_, \_\_00.00). For fiscal purposes \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) shall be allocated from fiscal year FY2010 funds and \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_, \_\_00.00) shall be allocated from fiscal year FY2011 funds.
6. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:
  - (a) Performance of the service described in Exhibit I;
  - (b) Date or dates of the rendering of the service;
  - (c) An itemization of the things or service done, the material supplied or the labor furnished; and
  - (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

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

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

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

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

9. Termination. Either Sponsor or Contractor may terminate this Agreement upon thirty (30) days written notice to the other party if it is determined that the product and application of the activities set forth in Exhibit I is inadequate for the intended use, can not be feasibly adapted for the intended use, or upon just cause. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

10. Records Maintenance and Access.

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

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

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

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

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

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

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

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

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

18. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement

will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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

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

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

22. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

(c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, the License and Service Agreement, then the language of Exhibit I, License and Service Agreement shall control as being the more specific terms and conditions of the Agreement.

(f) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

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

Attention: Director, \_\_\_\_\_ Division  
Fax No.: (614) \_\_\_\_\_

In case of Contractor, to:

[Name]  
[Address]

Attention: \_\_\_\_\_  
Fax No.: (614) \_\_\_\_\_

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

(g) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

(h) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

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

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

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

CONTRACTOR:

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

SPONSOR:

**State of Ohio**  
**Department of Development**

Lisa Patt-McDaniel  
Interim Director  
Ohio Department of Development

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

Printed Name: \_\_\_\_\_

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

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

# **Appendix 3:**

## **Sample Evaluation Form**



**OHIO JOB READY SITES PROGRAM  
REQUEST FOR PROPOSALS  
SCORING SHEET**

This scoring sheet is for use by the Ohio Department of Development to score proposals submitted under the Ohio Job Ready Sites Program's Request for Proposals – Site Certification.

A total of 100 points are available, with points allocated according to the following:

1. The Consultant's relevant experience in site selection, business recruitment, economic development, architecture, engineering, and/or site condition assessment. (45 Points)
2. The Consultant's staff availability and relevant experience in working with site certification. (25 Points)
3. The Consultant's familiarity with the Ohio Job Ready Sites Program, its enabling statutes and program guidelines, the program's historical development and its certification processes. (15 Points)
4. The Consultant's ability to perform the requested services in a cost-effective manner.

For definition purposes of this scoring sheet please assume the following:

*Acceptable* indicates that the respondent addressed the question with little or no additional detail or supporting documentation.

*Preferable* indicates that the respondent addressed the question with detail, provided some supporting documentation and/or examples.

*Extraordinary* indicates that the respondent addressed the question and provided detailed and thoughtful responses. The respondent went above what was requested and provided supporting documentation and/or examples.

If the respondent did not address any of the below questions in their proposal, the total score for that particular question should be zero.

Use this scoring sheet to evaluate each proposal – complete one sheet for each proposal you review and evaluate. All completed scoring sheets must be submitted to Sheena Metzger, Administrator, Ohio Job Ready Sites Program.

**EVALUATOR INFORMATION**

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESPONDENT INFORMATION**

Respondent Firm Name: \_\_\_\_\_

**SECTION 1: RELEVANT EXPERIENCE**

Relevant experience in site selection, business recruitment, economic development, architecture, engineering, and/or site condition assessment (45 Points)

Evaluation Criterion	Criterion Value	Score
Respondent described experience in site selection, business recruitment, and/or economic development.	5	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	4	
Respondent's experience is <i>preferable</i>	7	
Respondent's experience is <i>extraordinary</i>	10	
Total:		
Justification:		

Evaluation Criterion	Criterion Value	Score
Respondent described the process for certification audit and verification of the project sites	5	
In relation to the above response, choose one of the following:		
Respondent's description is <i>acceptable</i>	4	
Respondent's description is <i>preferable</i>	7	
Respondent's description is <i>extraordinary</i>	10	
Total		
Justification:		

<b>Evaluation Criterion</b>	<b>Criterion Value</b>	<b>Score</b>
Respondent described experience and professional skills in providing architectural, engineering, and/or site condition services	2	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	4	
Respondent's experience is <i>preferable</i>	6	
Respondent's experience is <i>extraordinary</i>	8	
Total		
Justification:		

<b>Evaluation Criterion</b>	<b>Criterion Value</b>	<b>Score</b>
Respondent described its experience with at least three "large-scale" clients	1	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	2	
Respondent's experience is <i>preferable</i>	3	
Respondent's experience is <i>extraordinary</i>	4	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 45</b>	<b>POINTS AWARDED FOR SECTION 1:</b>
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**SECTION 2: STAFFING**

Staff availability and relevant experience in working with site certification (25 Points)

Evaluation Criterion	Criterion Value	Score
Respondent described the qualifications and relevant experience of its team members to work on this project	2	
Choose one of the following:		
Named team members assigned to this project include not more than <i>one</i> site selection professional with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	2	
Named team members assigned to this project include either <i>two or three</i> site selection professionals with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	4	
Named team members assigned to this project include <i>more than four</i> site selection professionals with direct experience in site certification, large-scale regional or national site searches, demonstrated success compiling, evaluating, and recommending site viability options	6	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	3	
Respondent's experience is <i>preferable</i>	5	
Respondent's experience is <i>extraordinary</i>	7	
Total:		
Justification:		

<b>Evaluation Criterion</b>	<b>Criterion Value</b>	<b>Score</b>
Respondent described a schedule and timeframe for certifying project sites	2	
In relation to the above response, choose one of the following:		
Respondent's timeframes are <i>acceptable</i>	4	
Respondent's timeframes are <i>preferable</i>	6	
Respondent's timeframes are <i>extraordinary</i>	8	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 25</b>	<b>POINTS AWARDED FOR SECTION 2:</b>
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**SECTION 3: OHIO JOB READY SITES FAMILIARITY**

Staff's familiarity with the Ohio Job Ready Sites Program, its enabling statues and program guidelines, the program's historical development and its certification processes (15 Points)

<b>Evaluation Criterion</b>	<b>Criterion Value</b>	<b>Score</b>
Respondent has direct experience working on the Ohio Job Ready Sites Program	1	
In relation to the above response, choose one of the following:		
Respondent's experience is <i>acceptable</i>	2	
Respondent's experience is <i>preferable</i>	3	
Respondent's experience is <i>extraordinary</i>	4	
Total		

Justification:

Evaluation Criterion	Criterion Value	Score
Respondent is knowledgeable about the Ohio Job Ready Sites Program	2	
In relation to the above response, choose one of the following:		
Respondent's knowledge is <i>acceptable</i>	0	
Respondent's knowledge is <i>preferable</i>	5	
Respondent's knowledge is <i>extraordinary</i>	8	
Total		

Justification:

<b>TOTAL POSSIBLE POINTS: 15</b>	<b>POINTS AWARDED FOR SECTION 3:</b>
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**SECTION 4: BUDGET**

Staff's ability to perform the requested services in a cost-effective manner (15 Points)

Evaluation Criterion	Criterion Value	Score
Respondent provided a detailed budget by identifying the price per hour – per site, and identified an ancillary hourly rate. Respondent provided a “not to exceed” basis for the project budget.	2	
In relation to the above response, choose one of the following:		
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>acceptable</i> .	3	
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>preferable</i> .	8	
The respondent's cost estimates, taken in conjunction with the quality and comprehensiveness of services to be provided, is <i>extraordinary</i> .	13	
Total		
Justification:		

<b>TOTAL POSSIBLE POINTS: 15</b>	<b>POINTS AWARDED FOR SECTION 4:</b>
<b>TOTAL POSSIBLE POINTS: 100</b>	<b>TOTAL RESPONDENT SCORE:</b>