REQUEST FOR PROPOSALS (RFP)

RFP Number: DEV18TOU08

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

Publishing Services for Ohio Tourism Publications

RFP Issued: May 24, 2018
Inquiry Period Begins: May 24, 2018
Inquiry Period Ends: June 13, 2018 at 8:00 a.m.
Proposals Due: June 19, 2018 at 2:00 p.m.

Submit Proposals via e-mail to:

Andy Shaw, Agency Procurement Officer
Ohio Development Services Agency
Budget & Finance Office
Procurement@development.ohio.gov
(614) 466-5930

This RFP consists of five parts and three attachments, totaling thirty-six consecutively numbered pages. Please verify that you have a complete copy.

Please submit all inquiries about this RFP through the State Procurement web site at www.ohio.gov/procure. Please refer to Part Three of this RFP, “General Instructions”, for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.
PART ONE: STRUCTURE OF THIS RFP

PARTS

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

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 Proposer’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 RFP seeks publishing services, both print and online, for the creation, production and delivery of TourismOhio’s Travel and Tourism Publications in fiscal years 2019-2020:

1. 2019 and 2020 Ohio Travel Guides
2. 2019 and 2020 Spring/Summer Ohio Calendar of Events
3. 2019-2020 and 2020-2021 Fall/Winter Ohio Calendar of Events

BACKGROUND

The Office of TourismOhio seeks an innovative partner organization to provide both advertising sales and publishing for the Ohio Travel Guide and Ohio Calendar of Events (print and digital versions). These publications are designed as fulfillment and proactive direct marketing pieces to drive tourism to, and within, the state of Ohio utilizing the Ohio. Find It Here. brand to showcase the emotional connections visitors will find in Ohio. The importance of a strong partnership cannot be underestimated. The organization selected will provide all advertising sales, graphic design, content research, writing, editing, fact-checking, proofreading, photography, pre-press, print production, delivery, and evaluation/research of the pieces, which TourismOhio shall approve. The awarded Contractor will be responsible for working with TourismOhio staff to create a look and feel consistent with the Ohio. Find It Here. brand and the agency’s desire to produce a modern, magazine-style publication that is cohesive with the marketing campaign.

Additionally, TourismOhio seeks a publishing partner that will keep Ohio publications on the cutting edge technologically and in print. Potential Contractors are encouraged to share their latest innovations and ideas to showcase Ohio’s tourism experiences through publication content.

The Contractor will be responsible for all costs with the exception of certain shipping costs outlined in the Scope of Work V. DISTRIBUTION AND DELIVERY. The Office of TourismOhio will not provide any additional funding.

The publications effort is housed within the Public Relations section of TourismOhio. The staff within this section will be responsible for the day-to-day contact with the Contractor and the work done for TourismOhio on behalf of this program.

The current Ohio Travel Guide and Calendars of Events include listings of Ohio attractions, events, etc. The Contractor selected must have the capability to work from Excel spreadsheets and develop a method to have all provided listings fact checked by the organization that provided the listing.

The awarded Contractor must be knowledgeable about Ohio tourism and also must be savvy about the publications produced by all state tourism offices. Information regarding tourism trends and the visitor research completed by the Office of TourismOhio can be found on the industry section of TourismOhio’s website: www.Ohio.org/industry. The publisher will be responsible for conducting annual research about the publications to determine satisfaction levels and to determine ways to improve the publications.
While the publisher is invited to suggest locations for distribution, TourismOhio has an aggressive distribution plan in place through individual requests and bulk quantity orders for all three publications. In the past, all publications have been distributed. The circulation is not audited.

As online travel planning and booking continues to increase and consumers seek travel information online, the State seeks a publisher that understands how to create relevant content and make it available in various forms in an increasingly digital world.

**SCOPE OF WORK**

Contractor shall be responsible for the creation, production, delivery and all costs of the stated print and online travel and tourism related publications for fiscal years 2019 and 2020, along with all advertising sales for the publications. The publications are:

1. **Annual Ohio Travel Guide.** This flagship publication for the Office of TourismOhio is the premiere travel magazine that promotes Ohio’s tourism experiences by utilizing the Ohio. **Find It Here.** brand to showcase opportunities for emotional connections while traveling in Ohio.
   a. 400,000 copies of the 2019 Ohio Travel Guide (print and digital versions) shall deliver on January 18, 2019.
   b. 400,000 copies of the 2020 Ohio Travel Guide (print and digital versions) shall deliver on January 17, 2020.
   c. No underage is allowed in either delivery. If more than 400,000 copies of the Publication are requested, a separate agreement will be negotiated between the State and the Contractor.

2. **Digital Versions of the Ohio Travel Guide**
   a. Digital versions of the Ohio Travel Guide must be formatted for desktop and mobile and provided to TourismOhio no less than a week before the print version delivery date.
   b. The Contractor must provide search engine optimized versions of each editorial story in the Ohio Travel Guide itemized and ready to be put on Ohio.org. Each story should include the original photography that is included in the print version. The State welcomes innovative ideas from the Contractor on how to best present the publication content digitally.

3. **The Ohio Calendar of Events.** This publication promotes Ohio’s top travel and tourism festivals and events within the state.
   a. The Spring/Summer Ohio Calendar of Events (print and digital versions) contains content covering the period of March 1 through August 31 for the year.
      i. 100,000 copies or more/less depending on need of the 2019 Spring/Summer Ohio Calendar of Events shall deliver on January 25, 2019.
      ii. 100,000 copies or more/less depending on need of the 2020 Spring/Summer Ohio Calendar of Events shall deliver on January 24, 2020.
   b. The 2019-2020 and 2020-2021 Fall/Winter Calendar of Events (print and digital versions) shall contain content covering the period of September 1 through February 28.
i. 50,000 copies or more/less depending on need of the 2019-2020 Fall/Winter Ohio Calendar of Events shall deliver on July 31, 2019.
ii. 50,000 copies or more/less depending on need of the 2020-2021 Fall/Winter Ohio Calendar of Events shall deliver on July 31, 2020.

c. No underage of the predetermined quantity is allowed in either delivery. If more copies of the publication are requested, a separate agreement will be negotiated between the State and the Contractor.

4. Digital Versions of Calendars of Events
   a. Digital versions of the Ohio Calendar of Events must be formatted for desktop and mobile devices and provided to TourismOhio no less than a week before the print version delivery date.

5. The Contactor must provide digitally formatted files via email. Online versions must be at least of similar quality to what is currently being offered at: http://www.ohio.org/order-guide. Google Analytics must be set up for the State to access as needed. All editorial copy and listings URLs and all advertising must be hyperlinked. The State welcomes innovative ideas from the Contractor on how to best present the publication content digitally.

I. QUALITY

Contractor shall produce top quality publications that, at a minimum, meet or exceed the quality standards of the most recent previous publications. This quality standard includes the following aspects:

1. Design and layout quality of the publications as approved by the State, in accordance with the Ohio brand and tourism campaign must be both creative and readable.
2. Graphics quality of the publications as approved by the State.
3. The State requires photos be identifiable Ohio scenes and locations that adhere to Ohio. Find It Here. brand standards. Stock photography is not permitted. The State expects photographs to be of professional quality and representative of the diversity of Ohio’s visitors and residents.
4. Editorial content/quality of the publications as approved by the State.
5. Printing quality of the publications approved by the State. Four-color printing must be used for all pages. All four-color printing shall be done in one pass through the press.
6. Advertising to editorial ratio shall not exceed 45% ads to 55% editorial of the publications. This currently includes display advertising, enhanced listings and the reader response card.
7. Specifications:
   a. Paper quality of the publications as approved by the State. Paper used for the Calendars shall be no less than 45# text weight, 80 bright for the inside pages and no less than 80# text weight for the cover. Paper used for the Ohio Travel Guide shall be no less than a number 3 sheet, 50# text weight matte coating, 80 bright for the inside pages and no less than 80# cover
weight for the cover.

b. Dimensions and binding shall be the same as most recent publications.

c. The Ohio Travel Guide must include a large fold out/fold up, perforated, tear out map of the State of Ohio (Specs: 8 pages flat--folds to 16 pages, 80# text, 4/4 color, 16.375" x 21.75" Flat, Folds to 4" x 10.875" + 5" perforated tab for bind in purposes)

Proposal shall include a statement confirming understanding of all quality specifications and include details for meeting these specifications.

II. COPY/PHOTOS/LAYOUT

For each publication, the State will:

1. Provide brand guidelines to Contractor.
2. Provide editorial direction to Contractor.
3. Provide listings from the Ohio.org database as Excel spreadsheets and also names of other must-list items for publisher to research and include.
4. Approve and sign-off on the copy, photos and layout provided by the Contractor to the State according to a mutually agreed upon production schedule.
5. Agree to follow the timeframes for production and delivery of needed creative and other material that the Contractor deems necessary for the production of each publication.

For each Publication, the Contractor shall:

1. Develop a detailed production schedule and get TourismOhio approval.
2. Adhere to a mutually agreed upon production schedule.
3. Research, select and obtain all photography including negotiating usage rights and paying for any costs associated with photos, photographers or photo shoots. Contractor shall not use images photographed for and/or published in the Ohio Travel publications in any travel related publications other than for the State publications for the term of one year (12 months) from the publication distribution date. Upon expiration of one year (12 months) from the publication distribution date, the Contractor will have the right to use the images photographed on behalf of the State in any form. **The State will own editorial rights to all photos included in the Ohio Travel Guide in perpetuity and will own all rights to cover photos.**
4. Develop and/or obtain listings for statewide convention and visitors bureaus, county fairs, state park campgrounds, state park lodges and submit copy of original listing file (before any edits or deduping) to TourismOhio.
5. Receive data exports of listings from the Ohio.org database and names of other must-list items to be researched and included.
6. Research and compile additional related listings as requested.
7. Edit all listings from all sources for length, publication style, grammar and content.
8. Provide details of fact check/audit upon request including: name, e-mail, phone
number, mailing address, dates and number of times contact attempted and method of contact.

9. Provide fact-checking services and ensure complete accuracy of the listing information from all sources included in publication (including any items provided by the State). Contractor shall confirm verbally, by mail, by e-mail or via a web-based application with each entity/event listed in the publication including the dates, times and name of every organization or event for every listing.

10. Research content, write, edit, proofread, fact check and ensure complete accuracy of all editorial copy for publications. Be responsible for publication style and grammar of all editorial copy (including any items provided by the State.)

11. Obtain input and approval of pagination from the State.

12. Complete layout, design and pagination of publication.

13. Provide editorial copy, design and layout proofs of all copy and pages to the State for approval. (Editorial copy must be approved by State prior to layout.) All proofs supplied to the State must have been reviewed, revised and approved internally by the Contractor prior to submission to the State.

14. Edit a second time after each publication is put into layout format and provide a final proof for approval.

Proposals shall include details for meeting all copy/layout specifications, including samples of past production schedules/timelines.

III. ADVERTISING

For each publication, the State will:

1. Approve the advertising rates, sizes and media kit provided by the Contractor.
2. Have final discretion over content and placement of all advertising.
3. Require that the State Tourism Logo be used properly in all advertising.
4. Receive the first right of refusal to fill any unsold advertising space with house ads developed by the State.

For each publication, the Contractor shall:

1. Support the entire advertising effort by securing all forms of advertisements (may include display ads, enhanced listings, coupons, advertorials and/or reader response card participation) from the Ohio tourism industry.
2. Provide reader response tracking/distribution of leads electronically (excel file preferred).
3. Obtain input and approval regarding ad rates, sizes and media kit from the State.
4. Agree not to offer advertisers any specials/discounts without prior written consent from the State.
   a. No advertising may be taken as trade or off-the-rate-card. No representative of the publisher has the authority to discount advertising other than the discount packages presented in the media kit.
5. Handle all billing for advertising.
6. Correspond directly with advertising partners.
7. Design layout and incorporate ads into each publication.
8. Give the State final discretion over content and placement of all advertising.
10. Ensure that advertisers use all *Ohio. Find It Here.* brand elements properly.
11. Not allow coupons outside of any special coupon sections.

IV. PRODUCTION

For each publication, the State will:

1. Approve and sign-off on the Bluelines/final proof of each publication within the agreed-upon schedule.

For each Publication, the Contractor shall:

1. Be responsible for the entire production/printing process.
2. Negotiate and secure a printer that meets the paper and print specifications as specified in Section 1 under Quality.
3. Coordinate final proofs, delivery of publications, and other production details with the printer and the State.
4. Contractor shall not begin printing until final proof is approved by State. All proofs supplied to the State must have been approved by the Contractor prior to submission to the State.
5. Printing schedule shall be adequate to meet the publication due dates as specified.
6. Schedule and attend all final press checks and runs.
7. Notify the State of print dates and printer name and location.
8. Provide weight of individual publication, weight of full box and number of boxes on a skid.
   a. Ohio Travel Guides shall be packed 50 per box or the quantity that best serves the State.
   b. Calendars shall be packed 100 per box or the quantity that best serves the State.
   c. Each box shall be labeled on two sides with name of publication, quantity, and directions on how to reorder. Label must be at least 3”x5”.
10. Provide all final electronic files to the State in original page layout software and as PDF files. This includes photos, fonts and all other components of the files.
11. Provide cover as JPEG file or as otherwise requested by the State.
12. Provide maps and any other electronic files as requested by the State.

Proposal shall include details for meeting all production specifications.
V. DISTRIBUTION AND DELIVERY

For each Publication, the State will:

1. Develop distribution/shipping list for where publications should be delivered from the printer and provide this list to the Contractor prior to delivery of each publication.
2. Ship individual copies and bulk quantities of publications at the State’s expense from the Office of TourismOhio’s vendor after publication is delivered by the Contractor.
3. Develop and oversee each publication’s circulation/distribution. Previously, the list has included various fulfillment points such as Convention and Visitors Bureaus across the State, Ohio Turnpike Commission, Ohio Department of Transportation Travel Information Centers, Ohio Department of Natural Resources, military bases, AAA offices, airports and others as needed.

For each Publication, the Contractor shall:

1. Deliver 2,000 Ohio Travel Guides and 1,000 Calendars directly to the Office of TourismOhio Main Office in Columbus by specified delivery date. The Contractor is responsible for shipping costs.
2. Ship from printer approximately 240,000 Ohio Travel Guides (boxed on skids) to numerous Ohio locations to arrive **no later than 1 week after official delivery date.** The Contractor will have shipping price quote approved by the State before shipping. The Contractor will invoice the Office of TourismOhio to be reimbursed for shipping cost.
   a. Ohio Turnpike Commission (14 Turnpike Service Plaza locations)
   b. AAA Ohio Auto Club Warehouse (1 location)
   c. Ad-Rack (1 location)
   d. Other locations as needed
3. Ship from printer two boxes of Travel Guides to each of the approximately 137 Convention and Visitors Bureaus across the State to arrive **no later than 1 week after specified delivery date.** The Contractor will have shipping price quote approved by the State. The Contractor will invoice the Office of TourismOhio to be reimbursed for shipping cost.
4. Deliver the balance of the print quantity to TourismOhio’s fulfillment vendor by specified delivery date. The Contractor is responsible for shipping costs.
5. Keep no more than 200 pieces of each publication quantity as samples. This quantity is not to be taken from the total print distribution.

VI. PUBLISHING RIGHTS

The State agrees to grant to the Contractor, and the Contractor agrees to accept, the exclusive publishing rights for each publication (print and online versions) produced under this Agreement.
VII. AWARD SUBMISSIONS

The Contractor agrees to submit publications for various award considerations on behalf of the Office of TourismOhio. Contractor will identify possible award competitions and present to TourismOhio for approval. Contractor will develop award entry submissions, assume any costs for award submissions, and provide copies of any awards won.

At minimum, the Contractor will submit entries for the Central Ohio Public Relations Society of America – Central Ohio chapter PRism Awards and for the National Council of State Tourism Directors (NCSTD) Mercury Awards.

VIII. CONTRACTOR RESPONSIBILITIES.

The Contractor shall furnish its own support staff as necessary for the satisfactory performance of the Work described above. The Contractor will notify TourismOhio prior to any key staff changes in the Staffing Plan. Unless otherwise specified in the contract, the State will not provide any staff, services, or material to the Contractor for the purpose of assisting the Contractor in the performance of the Contract.

The Contractor shall consult with the Office of TourismOhio as necessary to assure mutual understanding of the Work to be performed and the satisfactory completion thereof.

IX. MEETING ATTENDANCE AND REPORTING REQUIREMENTS

The Contractor’s project management approach must adhere to the following Project meeting and reporting requirements:

1. Meetings
   a. A pre-performance meeting may be required to select the reporting format, review performance requirements and method of reporting.
   b. Face-to-face meetings will be required to start work on publications and also for certain review stages of publications.
   c. Contractor will be required to attend face-to-face meetings with all of TourismOhio’s agencies of record (including, but not limited to: advertising agency, public relations agency, multicultural agency and call center contractor). Meetings are normally not held more often than once a quarter.
   d. The successful Offeror may be required to attend additional meetings during the course of this Contract.

2. Reporting
   a. The State may require information and/or data to be provided at different frequencies of time based on the work being performed and the schedule of performance.
   b. Interim progress reports are required as requested by the State.
   c. Immediate Reporting – The project manager or designee must immediately report any certified Project Team staffing changes to the Agency Project Representative.
d. Final reports per publication shall be submitted with results noted by objective and deliverable to document completion of scope of work. The final report should include, at minimum, the following information:

1. Number of listings originally submitted for publication and the number after the lists are deduped (by category, association/division and region).
2. Number of listers per publication that did not respond to fact check/audit (by category, association/division and region).
3. Number of final listings in publication (by category, association/division and region).

X. EVALUATION/RESEARCH.

The Contractor will be responsible for conducting annual research about the publications to determine satisfaction levels and to determine ways to improve the publications. At the minimum, the Contractor shall conduct and distribute an annual digital survey, working with TourismOhio to develop survey questions and provide the results to TourismOhio. The State welcomes innovative ideas on how to best gauge reader satisfaction and reports.

XI. TIME FRAMES, TIME OF PERFORMANCE.

The Contract shall be in effect from the date of award through July 31, 2020, with the potential of two one-year extensions.
PROPOSAL REQUIREMENTS

Proposal shall include a statement confirming understanding of all specifications listed above and include details for meeting these specifications.

Minimum requirements for this opportunity are:

- Bidder shall have created, produced and distributed, at minimum, two (2) publications similar to this project print and digital within the past three (3) years and shall provide case histories and samples of previous work.
- Bidder shall provide a Project Manager that has led at least (2) complex publication projects print and digital within the past three (3) years and provide details of similarities.
- Bidder shall provide a detailed staffing plan which demonstrates the Offeror’s ability to provide adequate staff with necessary skills to complete the Work Plan.

FEE STRUCTURE

Only reimbursement of shipping costs is allowable under this award. Shipping costs to be reimbursed when pre-approved by the Development Services Agency.
PART THREE: GENERAL INSTRUCTIONS

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

CALENDAR OF EVENTS & ON-LINE INFORMATION

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

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

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

Firm Dates

RFP Issued: May 24, 2018  
Inquiry Period Begins: May 24, 2018  
Inquiry Period Ends: June 13, 2018 at 8:00 a.m.  
Proposals Due: June 19, 2018 at 2:00 p.m.

Estimated Dates

Contract Award Notification: Before July 2, 2018  
Issuance of Purchase Order: To be determined
PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

- Proposals must be submitted via e-mail by no later than June 19, 2018 by 2:00 pm to Procurement@development.ohio.gov.
- 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 30 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).

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

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

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

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

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

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

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

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

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

Prospective 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 June 13, 2018. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with DSA staff or any other agency of the State to discuss this RFP may result in the Proposer being deemed ineligible.
PART FOUR: EVALUATION OF PROPOSALS

EVALUATION PROCESS

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

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

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

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

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 in 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).
TECHNICAL PROPOSAL EVALUATION CRITERIA

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

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<th>Mandatory Criteria</th>
<th>Weight</th>
<th>Scoring Rubric</th>
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<td>Provide a detailed staffing plan which demonstrates the Offeror's ability to provide adequate staff with necessary skills to complete the Work Plan.</td>
<td>30</td>
<td>1 = Below 3=Meets 5 = Exceeds</td>
</tr>
<tr>
<td>Submit Personnel Profiles for each key member of the work team which include candidate’s education, training, qualifications and proposed work assignment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder has clearly explained how it will accomplish this Project (Work Plan) by providing a description of how all of the requirements specific to this project and the Ohio. Find It Here brand will be implemented as required by the Scope of Work.</td>
<td>50</td>
<td>1 = Only meets some of the basic requirements 2 = Meets Basic Requirements but limited in one or more areas 3 = Meets Basic Requirements 4 = Meets Requirements &amp; exceeds</td>
</tr>
</tbody>
</table>
• Evaluation/Research

The Work Plan shall also include a Gantt chart of timeline and proposed milestones.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder addresses how it will manage the process to have each entry fact-checked by the provider before the listing is published.</td>
<td>15</td>
</tr>
<tr>
<td>Bidder is an Ohio-based company</td>
<td>5</td>
</tr>
<tr>
<td>Total:</td>
<td>100 points Maximum</td>
</tr>
</tbody>
</table>

The evaluation committee will rank the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the proposal total score. The scoring values shown, 0 through 5, are targets for each category. The actual number values awarded may be higher or lower (not lower than 0 or higher than 5) based on the evaluation committee’s determination.

The top technical Proposals may will be requested to present an oral presentation of their proposed Work Plan to the evaluation committee. In addition, companies may be asked to present their recommendations for potential changes to the publications. The Office of TourismOhio seeks to keep these publications on the cutting edge and provide consumers the most current information possible in the most convenient format possible. The presentation will last no longer than 45 minutes with an additional 15 minutes (60 minutes total) for the committee to ask clarifying questions about the presentation.

If selected for a presentation, detailed information regarding the location and scoring criteria will be sent via email.
PART FIVE: CONTRACT AWARD

CONTRACT AWARD PROCESS

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

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

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

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

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

NUMBER OF AWARDS

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

FUNDING APPROVAL THRESHOLD

In the event that contractual expenditures with the selected Proposer(s) will exceed $50,000 in spending under any contract that results from this RFP, or that otherwise exceed $50,000 in aggregate spending across all contracts between the Proposer and DSA, the contract will be subject to the approval of the State of Ohio Controlling Board.
Appendix 1:
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 the Ohio Development Services Agency, a bid response must be accompanied by an Affirmation and Disclosure in the form attached to this RFP and a signed Standard Terms and Conditions Form (Appendix 2). Both of these forms must be signed at the end by an authorized representative of the proposer. Any bid response received that does not include a completed, signed copy of this form will be immediately disqualified.

A copy of the Executive Order and the Affirmation and Disclosure form are included in this RFP on the following pages. Additional information about the Executive Order is posted on the Department of Administrative Services State Procurements Help & Reference page at http://procure.ohio.gov/pdf/EO201112K/EO201112K_Announcement.pdf.
Executive Order 2011-12K

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio’s continuing efforts to recover from the recent recession.

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

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

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

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

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

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

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

      i. Reflect this Order’s prohibition on the purchase of offshore services.
ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the 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: ___________________________
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 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

David Goodman
Director
Ohio Development Services Agency

By: __________________________________  By: _______________________________ __
Printed Name: __________________________  Printed Name: _________________________
Title: _________________________________  Title: _____________________________ _____
Date: _________________________________  Date: _________________________________
Exhibit I
Scope of Work

Scope of Work

Dates of Service

Budget