

REQUEST FOR PROPOSALS (RFP)

RFP Number: DEVOER004

The Ohio Department of Development, Energy Resources Division, is requesting proposals for:

Video Production Services
for the Advanced Energy Fund: *Advanced Energy At Work*

RFP Issued: October 4, 2010
Inquiry Period Begins: October 4, 2010
Inquiry Period Ends: October 15, 2010 8:00 a.m.
Proposals Due: October 18, 2010, 4:00 p.m.

MINORITY BUSINESS SET-ASIDE OPPORTUNITY IN ACCORDANCE WITH ORC 125.081

Submit Proposals to:

Michael Ashford, Agency Procurement Officer
Ohio Department of Development
Budget & Finance Office
77 S. High St., 27th Floor
Columbus, OH 43215
Procurement@development.ohio.gov
(614) 466-5962

This RFP consists of five (5) parts and two (2) 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. Please refer to Part Three of this RFP, "General Instructions", for instructions on submitting inquiries through the State Procurement web site. All responses to inquiries submitted by Proposers will be posted on the State Procurement website for viewing by all prospective Proposers.

PART ONE: EXECUTIVE SUMMARY

Purpose

The Ohio Department of Development (Development), Energy Resources Division is seeking proposals from qualified individual or organization to produce a series of professional videos to showcase projects funded through the Advanced Energy Fund and the American Recovery & Reinvestment Act.

Background

The Advanced Energy Fund (AEF) has been a source of funding for innovative projects for nearly a decade. The AEF is an economic driver, growing Ohio's economy by connecting companies and communities to financial and technical resources to deploy advanced energy technologies and energy efficiency. Ohio's AEF currently receives \$5 million per year – through a rider on the electric bills of customers of Ohio's investor-owned electricity distribution utilities – to fund renewable energy and energy-efficiency projects and programs. Since its inception in 1999, the AEF has invested more than \$39.8 million in more than 400 advanced energy projects.

The American Recovery and Reinvestment Act (ARRA) strengthens Ohio's economy by building upon its strategic investments in the advanced energy industries. Three major programs provide over \$200 million to the Ohio economy: The State Energy Plan (SEP), the Energy Efficiency and Conservation Block Grant (EECBG) and the Energy Efficiency Appliance Rebate Program. These programs have and will continue to: stimulate the creation and retention of jobs, save energy, increase energy generation from renewable energy, and reduce greenhouse gas emissions.

To commemorate the first decade of the AEF and the success of ARRA, the Energy Resources Division would like to highlight the projects throughout the state in a series of high quality videos to be shared with the media, housed online, shared with stakeholders and viewed at tradeshow and conferences.

Minority Business Enterprise (MBE) Set-aside

The Department of Development is setting aside this contract pursuant to Ohio Revised Code (ORC) Section 125.081. Only businesses certified as an MBE pursuant to ORC Section 123.151 may offer proposals for this RFP.

No Contract Funds May be Spent Offshore

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

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

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

Overview of Scope

The final scope of services will be negotiated at the time of selection and will include (but will not be limited to) major elements identified herein:

The successful Video Production Company will produce a finished product which will educate consumers, businesses and other stakeholders about the AEF and ARRA while incorporating the tagline: *Advanced Energy at Work* or other approved taglines depending on the focus of final product. The Video Production Company will provide a combination of services including detailed planning, limited script writing, videotaping, voice-over narrative, original music, limited animation, and complex editing. The Video Production Company will use HD broadcast standard, and provide material in digital format.

The Video Production Company will:

1. Assign a producer to oversee production from start to finish;
2. Prepare a statement of work for the video(s) outlining scope, cost, timeliness, and deliverables;
3. Collaborate with the Energy Resources staff for the script and revise as necessary;
4. Coordinate equipment delivery and setup;
5. Collaborate with the Energy Resources staff for storyboards;
6. Shoot footage: 3 days of shooting; 6 locations in Ohio (2 in Cleveland/Akron area, 2 in Central Ohio and 2 in Greater Cincinnati area)

7. Incorporate still photography produced by the Video Production Company or Development in production;
8. Incorporate "OHIO" branding in production; see Ohio Story video for example: <http://development.ohio.gov/>
9. Provide an introduction logo animation that will open the series of vignettes; possibility of designing logo for Advanced Energy at Work.
10. Provide original music with lyrics and sound effects that represent the program;
11. Edit content and include appropriate graphics, music, narration, etc;
12. Deliver final video in agreed upon format;
13. Complete videos and related scripts and printed material by late fall/early December, 2010; and,
14. Provide 20 DVD copies of each completed video and make online formats available;
15. Provide the raw video footage.

This RFP anticipates a seven-month engagement with the Video Production Company, with an option to renew for a period of one year.

The product is described below:

Video 1: Solar/Wind

- Showcase the Solar & Wind projects from both the AEF and ARRA: (1) the results and positive energy/cost savings from the funded projects via testimonials from recipients, visuals from the project sites and (2) the incentives available for both residential and commercial via billboards/voice over.
- Will be played on a continuous loop; would also like possibility of playing in :30 - :60 vignettes
- Options for closed captioning, Spanish version, and/or Spanish subtitles;
- Length – Appropriate length five minutes or less; and,
- Audience:
 1. Residential and commercial prospects
 2. Stakeholders: Dept of Energy, State officials, non-profits
 3. Industry Stakeholders

Video 2: General: Advanced Energy at Work

- Showcase the a mix of projects from both the AEF and ARRA: (1) the results and positive energy/cost savings from the funded projects via testimonials from recipients, visuals from the project sites and (2) the incentives available for both residential and commercial via billboards/voice over. (will use some of the previous footage from the Solar/Wind video)
- Will be played on a continuous loop; would also like possibility of playing in :30 - :60 vignettes
- Options for closed captioning, Spanish version, and/or Spanish subtitles;
- Length – Appropriate length five minutes or less; and,
- Audience:
 1. Residential and commercial prospects
 2. Stakeholders: Dept of Energy, State officials, non-profits

3. Industry Stakeholders

General Requirements:

- Videos to be shot on high-definition cameras and edited with Final Cut Pro or Avid system;
- Limited scripting; video will be a thread of testimonials and billboards
- Energy Resources will provide a list of locations throughout the state, interview questions and secure interviewees and access to shoot on-site .Goal is to facilitate a comprehensive shoot to provide enough footage to use for future vignettes as needed.
- Ability to view progression of materials online. This will require a secure internet back end viewing software.

Video Production Company may also be asked to provide content from the video in format applicable to scripts, stills, banners, posters, and brochures.

Proposal Requirements

Development prepared this Request for Proposals (RFP) for the purpose of selecting a qualified vendor to provide the services listed herein. Proposers must demonstrate and/or address the following requirements in their proposals and are asked to format their proposals within the following structure. Proposals that are incomplete or otherwise missing these requirements may not be evaluated and considered as non-responsive:

1. Introduction to the individual or organization, or organizations partnering on the proposal, identification and description of the project manager, and primary contact information.
2. Provide two copies of a DVD containing three short video productions (2 – 8 minutes in length) which showcase the Video Production Company's capacity to complete projects similar to the videos described above.
3. A creative treatment which gives Development's Energy Resources team an idea of how the firm would approach the subject matter;
4. A comprehensive overview of services the Video Production Company would provide under this request, including a statement of deliverables. Include a production timeline indicating specific milestones and outcome dates, as appropriate. Identify meetings that would be required with Development and/or other stakeholders, and indicate whether those meetings would be on-site or via conference call;
5. A comprehensively defined process under which the Video Production Company would provide video production services under this RFP. Indicate how the Video Production Company would develop the project scopes and script, coordinate with Development staff, shoot footage, edit content, and so forth;

6. Identify a designated project manager, who works for the Video Production Company, who would serve as this project's primary point of contact for Development;
7. A detailed compensation plan identifying the fixed price for the video services specifically requested in this proposal and payment available on reimbursement basis only.
 - We are interested in bids on a base-level production;
 - We are also open to higher production values or techniques that would add appeal and enhance the "watch-ability" of the video and communicate critical information about the AEF more effectively.
8. A brief description of the background and experience of each individual or organization's team members participating in the proposal and who would work under any executed contract with Development.
9. Brief summary of why this Proposer, as an individual or organization, should be selected over other individuals or firms.
10. A list of references, each of whom may be contacted by Development about the Proposer's qualifications and work experience.
11. Descriptions of past experiences with Development.
12. Statements as to whether Proposer has ever been in violation of grant or contract agreement terms with Development, or other State of Ohio agencies.
13. Name the location(s) from which the Proposer would provide all services (inside and/or outside Ohio);¹ in the Affirmation and Disclosure form attached to this RFP. The Affirmation and Disclosure must be signed at the end by an authorized representative of the proposer. A copy of the Executive Order and the Affirmation and Disclosure form are included in this RFP as Attachment EO.
14. Provide data indicating that the Proposer is in compliance with Buy America and Buy Ohio (*i.e.*, when possible, Proposer makes notable efforts to purchase Ohio and American made products before considering imports). List the suppliers and source locations for all manufactured goods to be delivered to Development.
15. Provide data indicating, both nationwide and in Ohio, the total number of employees, percentage of women employees and percentage of minority employees.

¹ As part of the selection process under this RFP, Development reserves the right to conduct site visits of Video Production Company's locations from which services would be provided. Further, under any contract awarded under this RFP, Development will reserve the right to conduct on-going site visits of the Video Production Company's location(s).

16. Submit a completed Internal Revenue Services (IRS) Form W-9 (available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>).
17. Submit a completed Vendor Information Form (available for download at <http://obm.ohio.gov/MiscPages/Forms/default.aspx>).

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

- Attachment EO -
 - Governor's Executive Order 2010-09S "Banning the Expenditures of Public Funds for Offshore Services"
 - Executive Order 2010-09S Affirmation and Disclosure Form

- Attachment 1 - Agreement for Services
 - Development's standard, or boilerplate, personal service contract document, including terms and conditions
 - This sample document is provided only for convenience and the terms and conditions contained therein are subject to change without notice

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. 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 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 Development until a contract award is announced. Notwithstanding this prohibition, Development, at its sole discretion, may request additional information as part of the review process outlined below.

Firm Dates

RFP Issued: October 4, 2010
Inquiry Period Begins: October 4, 2010
Inquiry Period Ends: October 15, 2010, 8:00 a.m.
Proposal Due Date: October 18, 2010, 4:00 p.m.

Estimated Dates

Contract Award Notification: November 24, 2010
Issuance of Purchase Order: To be determined

Proposal Submittal

Proposers are required to submit five (5) hard-copy responses to this request, along with an electronic copy in MS Word format. Proposals are not to exceed twenty (20) typed, single-spaced pages, with not less than one (1) inch margins, and not less than 10-point font.

All proposals submitted in response to this request must be submitted no later than October 18, 2010, 4:00 p.m., at the following office:

Michael Ashford, Agency Procurement Officer
Ohio Department of Development
Budget & Finance Office
77 S. High St., 27th Floor
Columbus, OH 43215
Procurement@development.ohio.gov
(614) 466-5962

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. Development 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 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 Proposer during the course of this project will be provided to Development upon request and will become the property of Development, 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 Development in accordance with Ohio law.

Development 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 Development 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, Development determines that it is necessary to make further distinctions between certain Proposers, Development may request certain selected Proposers to make a presentation to 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.

Inquiries

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

1. Access the State Procurement web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find it Fast."

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

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

Prospective Proposers may view inquiries using the following process:

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

Development will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. Development will not respond to any inquiries received after October 11, 2010, 4:00 p.m. on the Inquiry Period End Date. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with Development 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

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

1. Development's initial review of all proposals for timely submission and inclusion of all proposal requirements listed in Part One of this RFP;
2. An evaluation committee review of the proposals for defects and scoring;
3. Development's request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

At its sole discretion, Development 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. Development 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

Development will conduct a two part evaluation process. Part one of the evaluation process will consist of reviewing the samples videos submitted by the proposers. Part two of the evaluation process will consist of reviewing the written proposals submitted by the proposers. Development staff will evaluate the submittals based upon the following criteria:

Part One – Sample Video Evaluation Criteria
Overall quality of video sample
Creative vision of video sample
Similarity of scope and creative vision

Part Two – Written Proposal Evaluation Criteria
Creative vision and story telling
Project facilitation skills/delivery of all products identified in scope of work
References
Clarity and presentation of proposal

PART FIVE: CONTRACT AWARD

Contract Award Process

It is Development'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 Development determines that doing so is in the State's best interests and Development has not otherwise changed the award date.

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

Development 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), Development will fully execute the contract.

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

Term of the Contract

This RFP anticipates the award of a seven-month contract that will begin December 1, 2010 and will end June 30, 2011, with one option to renew for a period of one year, beginning July 1, 2011.

Number of Awards

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

Funding Approval Threshold

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

Attachment EO:

Governor's Executive Order 2010-09S

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

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

Additional information about the Executive Order is posted on the Department of Administrative Services State Procurements Help & Reference page at <http://procure.ohio.gov/proc/help.asp>. (Under "Procurement Reference Materials," see Executive Order 2010-09S.)



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

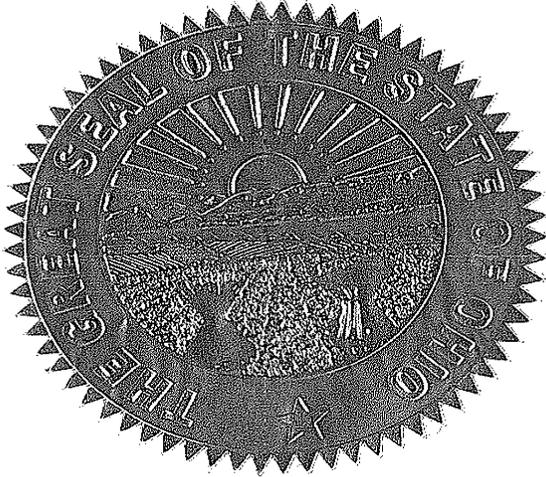
- 1. Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially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

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

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

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

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



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S
Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

RFP:

Bidder/Offerer:

Signature of
Authorized

Representative:

Name:

Title:

Date:

Attachment 1:

Development's Standard Agreement for Services

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

AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is made and entered into by and between the **State of Ohio, 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. Term and Location of Performance.

(a) Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on _____ and all activities under this Agreement shall be completed not later than _____, on which date this Agreement shall expire. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.

(b) Location of Performance. Contractor affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland, that it shall abide by those requirements in the performance of this Agreement, and that it shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: <http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

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

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.

(a) General. Sponsor may terminate this Agreement upon thirty (30) days written notice to Contractor if Sponsor determines that the product or services to be provided as further described in Exhibit I is inadequate for the intended use or cannot be feasibly adapted for the intended use. In addition, either Sponsor or Contractor may terminate this Agreement for just cause upon thirty (30) days written notice to the other party. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

(b) Services Performed Outside the U.S.

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

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

(iii) If Contractor or any of its subcontractors prepares to perform services or changes or shifts the location(s) of services performed by Contractor or its subcontractors under this Agreement to a location(s) outside of the United States, but no services are actually performed outside of the United States, Contractor shall promptly, but in no event later than 10 days, change or shift the location(s) of services performed to location(s) within the United States. Sponsor may recover liquidated damages in the amount of 1% of the value of the contract for every day past the time permitted to change or shift the location(s) to the United States.

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. 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.

14. 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.

15. 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.

16. Adherence to State and Federal Laws, Regulations.

(a) General. Contractor agrees to comply with all applicable federal, state, and local laws related to the Contractor's performance of the obligations of this Agreement. Without limiting the foregoing obligation, Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the requirements of this Agreement.

(b) Ohio Ethics Laws. In accordance with Executive Order 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.

(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.

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

17. 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.

18. 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 Scope of Work, 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 Department of Development
Budget and Finance Office
P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Agency Procurement Officer
Fax No.: (614) 728-0447

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

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

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

(k) Assignment. Contractor shall not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of Sponsor. Any assignment or delegation not consented to may be deemed void by 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
Department of Development

Lisa Patt-McDaniel, Director

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____