

REQUEST FOR PROPOSALS (RFP)

RFP Number: DEV22OCD01

The Ohio Department of Development, Office of Community Development, is requesting proposals for:

Ohio Statewide Housing and Homelessness Study

RFP Issued: January 7, 2022
Inquiry Period Begins: January 10, 2022
Inquiry Period Ends: February 4, 2022
Proposals Due: February 11, 2022

Submit Proposals via OhioBuys procurement site.

Andy Shaw, Agency Procurement Officer
Ohio Department of Development
Budget and Finance Office

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

Please submit all inquiries about this RFP through the OhioBuys website at <https://supplier-emarketplace.ohio.gov/>. Please refer to Part Three of the RFP, “General Instructions”, for instructions on submitting inquiries through the website. All responses to inquiries submitted by Proposers will be posted on the website for viewing by all prospective Proposers.

To access Ohio|Buys, navigate to <https://supplier-emarketplace.ohio.gov/> and then click on the Login button to be redirected to the Supplier Portal OH|ID security box. In the box, choose to either create an account and obtain your OH|ID or input your OH|ID and password to be returned to Ohio|Buys. All bidders must be registered in OhioBuys to submit a proposal for this opportunity.

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 2019-12D

- Governing the Expenditure of Public Funds for Offshore Services

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

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

Appendix 3 – Ohio Department of Development (Development) Standard 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 TWO: SERVICES REQUESTED INFORMATION

PURPOSE

The Ohio Department of Development's (Development), Office of Division Support (Office) is soliciting proposals from qualified firms to conduct a comprehensive statewide study that describes the extent and nature of housing and homelessness in Ohio, including the demographic, geographic, and economic conditions which affect homelessness and the ability for households to obtain/maintain affordable housing, and examines the statewide delivery system of programs and services to populations at imminent risk of experiencing homelessness. The study should also encompass current housing capacity throughout the state of Ohio, as it relates to number and type of units available, current zoning regulations and restrictions in areas of need, and the delivery of any services to increase housing capacity and affordable housing stock. Qualified candidates must be able to develop research methods, collect the data, and issue a comprehensive final report. Development may award one contract under this solicitation. The term of this contract will extend from the award date until January 1, 2023.

BACKGROUND

Background

In response to the COVID-19 pandemic, the Housing and Homeless Task Force (the Task Force) was created to address critical needs in these areas. The Task Force is an interagency working group that creates a comprehensive approach to address housing and homelessness in Ohio that utilizes public and private resources. The Task Force also creates a forum for coordinating funding priorities and strategies, as well as engages local housing and homelessness interest groups. The Task Force has expanded its membership beyond the original state agencies to include stakeholders in and around the housing space.

To contextualize their discussions and to better address inadequate housing and homelessness in Ohio, it is the Task Force's recommendation to study and provide a report on recommendations relating to increase housing opportunities for Ohioans. Development has taken on the role of implementing this study and report.

Project Overview

The outcome of this study is intended to answer the following main questions:

- What is the current state of housing and homelessness in Ohio by type, target population, and geographic area?
- What resources are currently available in Ohio to provide housing and other assistance to persons experiencing or imminently at-risk of homelessness?
- What gaps exist that prevent persons experiencing homelessness from receiving housing and services?

- Are there specific regional and/or statewide issues and challenges that create barriers to housing and services?
- What can be done to prevent and minimize homelessness in Ohio in the next 10 years within the constraints of existing or reasonably attainable resources?
- What amount and type of units are available for Ohioans to live in?
- Are there any current zoning regulations and restrictions in areas of need that are of critical importance to making any adjustments to the current housing market?
- What services or programs exist to increase both general and affordable housing stock?
- What are the current differences in housing outcomes (homelessness, rental housing, homeownership, etc.) of various racial and socioeconomic minority groups?
- What is the extent of lead-based paint in the housing stock of Ohio, and are there regional concentrations of this issue remaining to be addressed?

SCOPE OF WORK

The final scope of services will be negotiated at the time of selection. Qualified candidates must be able to perform (but are not limited to) the following tasks:

- Current Inventory Analysis:
 - Number of beds dedicated to serving homeless persons by type and target population, including current utilization levels and functional capacity
 - State agencies and programs available to serve persons experiencing homelessness
 - Community resources (local service organizations, benefit banks, food pantries, housing providers, etc.)
 - Gaps in available beds and services
 - Gaps in available funding
 - Gaps being created by shifting priorities at the funder/resource level or by local communities
 - State and federal funding sources, with amount of available funding identified. Impact of the National Housing Trust Fund should be included.
- Definitions:
 - Common industry-wide definitions
 - Agency-specific definitions
 - Identification of where terms and definitions differ among programs, funders, and agencies
- National Trends & Best Practices:
 - Identification of current national trends and best practices in the area of homelessness and housing
 - Identification of recent studies/reports that are having a significant impact on the way in which communities are addressing homelessness
 - Analysis of how these national trends and practices relate specifically to the homeless environment in Ohio

- Affordable housing inventory:
 - A list of affordable housing resources throughout the state, aided by Ohio Housing Finance Agency and public housing agency data
- Regional Issues, Challenges, and Opportunities:
 - Identification of issues and challenges that currently exist at the local level (and are specific to that area) which affect the ability to provide housing and services to persons experiencing homelessness (i.e., lack of employment opportunities, economically depressed areas, etc.)
 - Identification of opportunities that exist at the local level which might assist in preventing and minimizing homelessness for that community (i.e., major employer moving into area, new housing units under construction, area providers with exceptional service coordination, etc.)
 - How the state can build upon current collaboration with the local and stakeholder communities for housing and homelessness, and what gaps should be addressed.
- Recommendations for Reducing Risk and Actual Homelessness:
 - Based on the research conducted for this study, identify specific measures that can be taken to prevent and reduce the risk of imminent homelessness in Ohio. Recommendations are expected to address the unique and varied populations and geography of the state.
- Cost Benefit Analysis Overview:
 - Identify significant evidence-based studies analyzing both the immediate and long-term cost of homelessness, including comparisons between the cost of subsidized housing versus homelessness. Provide examples that include the impact of access to healthcare, addiction and substance use treatment, and education. The overview should discuss how the analysis relates to homelessness in urban and rural Ohio, as well as how housing equity is or is not being addressed.

PROPOSAL REQUIREMENTS

Organizations choosing to respond to this RFP are asked to format their proposals within the following order and content:

PROJECT TEAM

1. Introduction to organization or organizations partnering on the proposal, identification and description of project manager(s) and primary contact information.
2. Description of experience with similar studies, with specific descriptions of experience with research, data collection, and analysis.
3. Resumes or bios of key personnel and a brief description of the background and experience of each individual or organization's team members participating in the proposal.

PROPOSED SCOPE OF WORK

4. Presentation of study methodology and data collection techniques that the consultant would employ to complete the project. Details on the type and extent of stakeholder engagement should be included. It is Development's expectation that the study outcome

will identify how to build upon current collaboration and identify gaps in programs/outcomes between the state, local, and stakeholder communities. To do so regional meetings and discussions are expected to be utilized.

5. Detailed scope of work, including project phases with dates and tasks to be completed within each stage.
6. Description of data sources and tools proposed to be used as part of the study and any regional and federal data that must be obtained to complete the study.
7. Proposed timeline with key milestones, including 1) monthly status reports and meetings with Development and, 2) submittal of a draft report to Development by September 1, 2022.
8. List of program metrics that will be included in the final report.
9. Description of how the consultant would submit the data and findings in a final report, including the presentation tools which would be used (e.g., graphics).

BUDGET

10. Total proposed cost of the study. This should include the budget schedule of the fees to be charged for the work. Also include detailed information on how the Proposer computed the fee including hourly rate, additional fees (such as mileage or materials) and estimated hours for each objective.

REFERENCES

11. Copies or links to at least two (2) similar reports completed by the Proposer.
12. References with appropriate contact information.
13. Any additional relevant information that will differentiate Proposer's organization from other applicants.

FEE STRUCTURE

Development has designed the RFP in order to make a decision on the basis of the highest level of competency for the best price the market will bear. Costs represented by the consultant should be inclusive of all administrative, labor, travel and ancillary costs.

PART THREE: GENERAL INSTRUCTIONS

The following sections provide a calendar of events, details on how to respond to this RFP, and how to obtain 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 additional round on the OhioBuys website for this RFP at the following link: <https://supplier-emarketplace.ohio.gov>

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: January 7, 2022
Inquiry Period Begins: January 10, 2022
Inquiry Period Ends: February 4, 2022
Proposal Due Date: February 11, 2022

Estimated Dates

Contract Award Notification: February 21, 2022
Issuance of Purchase Order: To be determined

PROPOSAL SUBMITTAL

Proposals must be submitted in the following manner:

- **Proposals must be submitted via the OhioBuys website no later than 2:00 p.m., February 11, 2022. Detailed instructions on how to submit a proposal can be found by clicking on this [link](#).**
- Proposals are to be submitted in electronic document format (Adobe PDF or Microsoft Word), for printing on 8.5- by 11-inch paper with project and firm identification on the cover.
- Margins must not be less than $\frac{3}{4}$ 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 40 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. 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

From the issuance date of this RFP, until a contract is awarded to a Proposer, there may not be communications concerning the RFP between any supplier who expects to submit a proposal and any employee of Development involved in the issuing of the RFP. The only exception is provided through the submission of written requests for clarification/interpretation via the OhioBuys website during the inquiry period.

Every bidder or supplier contact must have an OH|ID to access OhioBuys and submit inquiries. An OH|ID is a secure single sign-on that provides users access to online services for multiple State of Ohio systems. The following rules dictate how Bidders and Suppliers use OH|IDs to access OhioBuys:

- A valid OH|ID logon credential is required for each Bidder or Supplier contact
- Each user must provide a valid email address and password to request and create an OH|ID
- The email address used to create your OH|ID must match the email address associated with your Supplier contact record in OhioBuys

To access OhioBuys, navigate to <https://supplier-emarketplace.ohio.gov/> and then click on the Login button to be redirected to the Supplier Portal OH|ID security box. In the box, choose to either create an account and obtain your OH|ID or input your OH|ID and password to be returned to OhioBuys.

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 OhioBuys website at <https://supplier-emarketplace.ohio.gov/> and log in.
2. From the Main Menu Navigation Bar at the top, select "Sourcing" and then select "View Public Solicitations" from the drop-down menu.
3. On this page, you can search for the RFP by multiple fields including the Solicitation ID, which is found on Page 1 of this document as the "Solicitation Number".
4. Click the blue "Search" button.

5. Once you find the solicitation you would like to review, click the Pencil icon next to the solicitation name.
6. If you have not previously viewed this solicitation, review the details across the various tabs and then click the Participate in RFx button at the top.
7. On the left side menu, navigate to the Inquiries tab.
8. The complete inquiry history for the solicitations will be displayed, to compose a new inquiry click the Compose button.
9. Complete all the required fields. The fields marked by a red asterisk (*) are required. Once done click the Send button to send the inquiry to the State.

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 Ohio|Buys website where it will be posted for viewing by all prospective Proposers.

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 2:00 pm February 11, 2022. Prospective Proposers who attempt to seek information or clarifications verbally will be directed to submit their questions in 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;
2. An evaluation committee review of the proposals for defects and scoring;
3. Development's request for more information (clarifications, interviews, presentations, and/or demonstrations); and,
4. Negotiations or best offer requests.

At its sole discretion, Development will determine whether phases 3 and/or 4 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 any time if Development believes doing so will improve the evaluation process.

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

PROPOSAL EVALUATION CRITERIA

In the proposal evaluation phase, 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.

Evaluation Criteria	Weight
Demonstrated experience with state-level planning and research in homelessness systems.	Up to 10 points
Experience with federal funding programs.	Up to 10 points
Experience with specific populations, including mental health populations, the criminal justice system, disability populations, and veterans.	Up to 5 points
Experience working with homelessness systems in Ohio.	Up to 5 points
Experience with housing capacity and home ownership systems.	Up to 5 points
Demonstrated experience collecting and analyzing data through a lens of diversity, equity, and inclusion	Up to 5 points
Demonstrated experience of key staff committed to project.	Up to 5 points
Familiarity with full variety of housing models.	Up to 5 points
Clearly defined scope of work demonstrating understanding of the goals and challenges of the study.	Up to 15 points
Methodology that demonstrates competency in data collection, analysis, presentation, and understanding of the project timelines.	Up to 15 points
Cost presentation and competitiveness.	Up to 10 points
References and provided examples of work.	Up to 10 points
Total:	100 points max

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 or by phone, at Development's discretion) 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 the 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.

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

Development 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 result from this RFP, or that otherwise exceed \$50,000 in aggregate spending across all contracts between the Proposer and Development, the contract will be subject to the approval of the State of Ohio Controlling Board.

Appendix 1:

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

No Contract Funds May be Spent Offshore

Executive Order 2019-12D “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 Development, 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.



MIKE DEWINE

GOVERNOR
STATE OF OHIO

Executive Order 2019-12D

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans: and

WHEREAS, the use of public funds for services provided outside the United States potentially undermines economic development; and

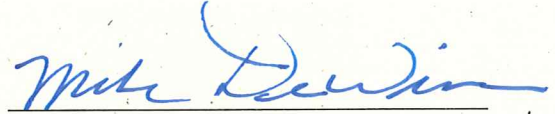
WHEREAS, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

NOW THEREFORE, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and 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 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 continue to maintain procedures to ensure all of the following:
 - a. All agency procurement officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.
 - ii. Require service providers or prospective service providers to:
 1. Affirm that they understand and will abide by the requirements of this Order.
 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.

3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of the 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, directives, 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 to attract jobs and business to 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.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:

Frank LaRose, 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 2019-12D

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 2019-12D. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2019-12D

Governing the Expenditure of Public Funds on Offshore Services

The Contractor affirms to have read and understands Executive Order 2019-12D 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:

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 between the **State of Ohio, Development Services Agency (“Sponsor”)**, and _____ (“**Contractor**”). This Agreement shall have Ohio Development Services Agency Agreement Control Number of _____.

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

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

3. **Term and Location of Performance.**

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

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

4. **Compensation.** In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor’s receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed _____ (\$_____.00).

5. **Proper Invoicing Method.** Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- (a) Performance of the service described in Exhibit I;
- (b) Date or dates of the rendering of the service;
- (c) An itemization of the things or service done, the material supplied or the labor furnished; and
- (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice

shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

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

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

8. Termination.

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

9. Records Maintenance and Access.

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

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Contractor shall make available to Sponsor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, records of personnel. Sponsor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Contractor. Contractor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(b) from Contractor's other records of operation.

10. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

11. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, military status, national origin or ancestry.

12. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Contractor's performance of the obligations or activities in furtherance of the Project which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending the Sponsor and the State of Ohio against any claims. Notwithstanding the foregoing, Contractor's obligation to indemnify and hold Sponsor and the State of Ohio harmless shall be limited to actions and omissions which constitute gross negligence or violations of law and in no event shall the aggregate liability of the Contractor to the Sponsor or the State of Ohio for indemnification under this Agreement exceed the amount of compensation paid to the Contractor hereunder.

14. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

15. Adherence to State and Federal Laws, Regulations.

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

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

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

16. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the

Contractor must immediately repay to the Sponsor any funds paid under this Agreement.

17. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- (c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, then the language of Exhibit I shall control as being the more specific terms and conditions of the Agreement.
- (f) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

Ohio Development Services Agency
Office of
P.O. Box 1001
Columbus, Ohio 43216-1001
Attention:
Fax No.:

With a copy to Chief Legal Counsel, Ohio Development Services Agency

In case of Contractor, to:

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

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

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

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

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

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

CONTRACTOR:

SPONSOR:

**State of Ohio
Development Services Agency**

Lydia Mihalik
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