



**30 July 2021**

**Ohio Treasurer of State**

Request for Services

**ResultsOHIO: Consulting Services**  
***Foundation for Appalachian Ohio iSEE Project***

DEADLINE FOR SUBMISSION:  
1 September 2021 – 1:00 p.m. Eastern Daylight Time

E-Mail two electronic copies (one PDF, one MSWord) of your proposal to:

email: [ResultsOHIO@tos.ohio.gov](mailto:ResultsOHIO@tos.ohio.gov)

A copy of this RFS may be obtained from <http://tos.ohio.gov/rfp--rfi--rfq--rfc/> or by request from the Ohio Treasurer of State starting on 30 July 2021.

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## Summary and Objectives

The Office of the Ohio Treasurer of State (the “Treasurer’s Office”) is seeking proposals related to its ResultsOHIO program for consulting services (“Consultant”), specifically for the Foundation for Appalachian Ohio iSEE Project (“FAO Project”).

ResultsOHIO is a program within the Treasurer’s Office that facilitates the design and implementation of Pay for Success (PFS) projects. The ResultsOHIO model leverages a streamlined approach to PFS with the goal of making it more approachable and practical for policymakers and project partners while maintaining the core PFS principles of data integrity and outcomes evaluation.

The Treasurer’s Office established ResultsOHIO in accordance with ORC 113.60 through 113.62 and OAC 113-8.

The FAO Project has already completed the first two phases of the ResultsOHIO process:

- 1) FAO participated in ResultsOHIO’s first Notice of Application period, submitting an application which underwent the program’s uniform screening process. As a result, the FAO Project was deemed to be “Pay for Success Appropriate and Ready” and received a Feasibility Report to be used when advocating for funding in the state budget. The FAO Project’s Feasibility Report can be found in Exhibit 1.
- 2) The FAO Project received a \$1.2 million appropriation in the FY 2022-2023 state budget (HB 110) to the State Pay for Success Contract Fund (“ResultsOHIO Fund”) for the purpose of funding a PFS contract. Budget appropriation language can be found in Exhibit 2.

With an appropriation secured, the Treasurer’s Office will now begin the contracting phase of the ResultsOHIO process with an Independent Evaluator, FAO, and other project partners. In coordination with the structuring of the PFS contract, a detailed and comprehensive project plan (“FAO Project Plan”) shall be created, including, but not limited to a timeline for service delivery, metric establishment, and schedule for outcomes evaluation(s). The project plan may also include a ramp-up period following contract execution and in advance of service delivery if deemed appropriate.

In addition to the Treasurer’s Office, a number of entities are expected to be involved in the FAO Project including, but not limited to:

- The Ohio Department of Administrative Services (DAS)
- FAO, Service Intermediary
- Vision to Learn (VTL), Service Provider
- The University of Cincinnati (UC), Independent Evaluator
- The Ohio Optometric Foundation (OOF), Private Funder

- Deerbrook Charitable Trust, Private Funder
- Ice Miller, Legal Counsel for the Treasurer's Office

The Treasurer's Office is seeking to contract with a Consultant that has experience in PFS for the purpose of providing consulting services for the development of the FAO Project and to provide such additional non-legal services determined by the Treasurer's Office which are required to move the project to implementation, including non-legal assistance with development of the Project's contract structure. The Treasurer's Office anticipates any consulting engagement to last six (6) to nine (9) months, with the option to extend the engagement as needed.

This RFS is for the benefit of the Treasurer's Office and is intended to solicit responses containing information to assist the Treasurer's Office in the selection of a Consultant to provide the consulting services contemplated herein. This RFS identifies the services to be provided, the format and topics that must be addressed in the response, the selection criteria, and the applicable terms and conditions. The Treasurer's Office anticipates selecting one qualified person or entity to serve as a Consultant, but reserves the right to reject any or all responses to this RFS or to enter into one or more contracts pursuant to this RFS. The nature and amount of any professional services to be provided by any Consultant or Consultants selected as a result of this RFS shall at all times be in the sole discretion of the Treasurer's Office.

This RFS is not intended to be, nor shall it be construed as an offer to contract but seeks submissions from eligible respondents ("Respondents") that will form the basis for the statement of work ("Statement of Work"). All Respondents are required to comply with applicable federal and state laws, rules, and regulations.

The Treasurer's Office will review all information requested in this RFS; accordingly, please answer all questions as thoroughly as possible. The Treasurer's Office may choose to substantiate any information provided by the Respondent. Any false information intentionally submitted in response to this RFS may result in the permanent exclusion of the Respondent from any further business dealings with the Treasurer's Office, and misrepresentations will be reported to both the Ohio Department of Commerce and the appropriate federal regulatory agency.

## Section 1 – Administrative Overview

### 1.0 Issuing Office

This RFS is being issued by the Office of the Ohio Treasurer of State. The only individual who has the authority to sign or obligate the State of Ohio to this solicitation is the duly elected Ohio Treasurer of State, or their designee.

### 1.1 Response Costs

All cost and expenses incurred by Respondent in developing a response to this RFS is the responsibility of the Respondent and may not be charged to the Treasurer’s Office. The Treasurer’s Office at its sole discretion may terminate this RFS process at anytime at no cost or expense to the Treasurer’s Office.

### 1.2 Inquiries about this RFS

Any and all inquiries regarding this RFS should be submitted via email to [ResultsOHIO@tos.ohio.gov](mailto:ResultsOHIO@tos.ohio.gov) by **August 20, 2021, 1:00 pm EDT**. All questions and responses will be posted to the internet at <http://www.tos.ohio.gov/rfp--rfi--rfq--rfc/> by **August 25, 2021**. With the sole exception of submitting questions via the above protocol, respondents should not communicate directly with the Treasurer’s Office or with any of the project partners about this RFS. Any such communication may disqualify the Respondent and its proposal from consideration. Please note that all questions and answers become a matter of public record and will be made available to all RFS respondents. Responses that are labeled “confidential” or that contain information identified as “confidential” will not be considered by the Treasurer’s Office. If Respondent discovers any inconsistencies, errors, or omissions in this RFS, the Respondent shall request a clarification in writing, consistent with the process contained in this Section 1.2.

### 1.3 Verbal Communication

Verbal communication or representation from any person concerning this RFS is not binding on the Treasurer’s Office and shall, in no way, alter a specification, term, or condition of this RFS; nor shall the Treasurer’s Office be bound by any oral explanations or instructions given at any time during the process.

### 1.4 Schedule

Date	Event
30 July 2021	Request for Services available by request
20 August, 2021	Final submission deadline for inquiries by <b>1:00 p.m. EDT</b>
1 September, 2021	Due date for Request for Services response submissions by <b>1:00 p.m. EDT</b>
On or before 10 September, 2021	Treasurer’s Office Consultant selection announced
On or before 28 September, 2021	Treasurer’s Office and Consultant enter into Consulting Services Agreement and begin Scope of Work

**1.5 Response Due Date**

Any and all responses to this RFS should be submitted by **1:00 p.m. on 1 September 2021** via email to [ResultsOHIO@tos.ohio.gov](mailto:ResultsOHIO@tos.ohio.gov). Responses submitted by means other than email will not be reviewed. The Treasurer's Office can receive email attachments up to 10MB in size. Responses exceeding 10MB can be split up and submitted in multiple emails. The Treasurer's Office will confirm receipt of submission. If you do not receive an email confirming receipt after a submission, you are required to notify the Treasurer's Office by **4:00 pm EDT on 1 September 2021**.

**1.6 References**

Respondents must provide at least three (3) references for similar consulting services so the Treasurer's Office can, at its discretion, perform reference checks. At least one (1) of the three (3) references shall be directly related to the Respondent's PFS experience.

**1.7 Response Organization and Format**

Responses to the RFS are strictly limited to a total of ten (10) pages at no smaller than 12-point font, not including the requested attachments. Restated questions within the response can be in font smaller or larger than 12-point font. Responses to the RFS should be submitted via email in both MSWord and PDF formats. Margins should be one inch.

A single-page cover letter and a single-page table of contents may be submitted with the proposal at the discretion of the Respondent and will not count toward the page limit. Information contained in the cover letter will not be used to evaluate the response.

Respondent warrants the accuracy of information submitted; and explicitly acknowledges that the Treasurer's Office will rely on the Respondent's information in making any selection and entering into any contract as a result of the RFS. Respondent shall complete the form attached in Exhibit 4, and shall submit the same with its response.

**1.8 Respondent Evaluation Process**

The Treasurer's Office will base its selection decisions, as applicable, on criteria (not presented in order of preference) that will include:

- a) Direct experience and involvement in the planning stages of a PFS project.
- b) Direct experience and involvement in the execution of a PFS project as either a consultant, legal counsel, service provider, service intermediary, government funder, private sector funder or independent evaluator.
- c) Understanding of the ResultsOHIO model and an appreciation for how it may differ from Respondent's prior experience with PFS.
- d) Ability to act as a consultant and facilitator of the FAO Project and to meet project expectations pursuant to the ResultsOHIO model.
- e) Pricing

The Treasurer's Office may, at its discretion, conduct interviews with one or more Respondent prior to any selection. The Treasurer's Office reserves the right to reject any or all responses or to solicit additional information. The Treasurer's Office may take into consideration any other information, including information not requested in this RFS or not included in the responses received.

In the event that it becomes necessary to revise any part of this RFS, addenda will be provided to all who have requested this RFS.

This RFS is not and shall not be construed as an offer to purchase consulting services by the Treasurer's Office. The Treasurer's Office in its sole and complete discretion may terminate this solicitation process at any time; or may reject any or all of the responses. Any binding arrangement for consultancy services will be evidenced by a separate approved contract including a Statement of Work ("SOW") executed by the Treasurer's Office. If the Treasurer's Office and any selected Respondent(s) are unable to agree to an acceptable contract then Treasurer's Office may terminate negotiations with that party and, at its sole discretion, enter into negotiations with the next highest ranked Respondent or reject all proposals.

#### **1.9 Negotiation**

After evaluating the proposals, the Treasurer's Office may enter into final negotiations with one or more Respondent(s). The primary purpose of negotiations is to maximize the Treasurer's Office's ability to obtain the optimal value for services based on the requirements, evaluation, contractual provisions, and quote. Multiple rounds of negotiations may be conducted with one or more Respondent(s), at the sole discretion of the Treasurer's Office. The Treasurer's Office may enter into one or more contracts as a result of this RFS. A list of required contract terms and conditions is attached hereto as Exhibit 3.

#### **1.10 Selection**

The responses will remain confidential until evaluations are performed and a selection is made by the Treasurer's Office. Following announcement of the Treasurer's Office's selection, the responses will become available for production to public records requests, as required by Ohio Revised Code Chapter 149. The Treasurer's Office has no obligation to maintain the confidentiality of information contained in any response submitted in response to this request.

The Treasurer's Office expects to notify Respondents of its selection or rejection decision in writing on or before **10 September 2021**.

The Treasurer's Office and the Consultant would expect to agree upon the SOW no later than **28 September 2021** for submission and review.

The Treasurer's Office and the Consultant will commence the services contained in the SOW **immediately** upon the execution of the contract. The Consultant will ensure resources described in their RFS response are available.

**Note: This RFS does not obligate the Treasurer's Office to award a contract or contracts, or to complete the project, and the Treasurer's Office reserves the right to cancel this solicitation for any or no reason at its sole and complete discretion, or to reject any or all of the responses received as a result of this solicitation.**

### **1.11 Contract and SOW**

Any contract between the Treasurer's Office and any Respondent will consist of the signed contract, attached SOW, and any other documents that are necessary to document any contracted work. The contract will also include at a minimum indemnification provisions protecting the Treasurer and the State of Ohio, non-discrimination language, equal employment opportunity language, and all other legal provisions required by State of Ohio contractors. In addition, upon execution of any contract(s), the contractor(s) shall be required to register as a vendor with the State of Ohio through its Online Administrative Knowledge System ("OAKS").

The SOW will be based upon the responses submitted by the Respondent to this RFS, and in the Treasurer's Office's subsequent negotiations with Respondent. The Treasurer's Office reserves, in its sole and complete discretion, the right to accept a SOW without further negotiation with the Consultant, or to negotiate terms with the Consultant if such negotiations would serve the best interests of the Treasurer's Office.

The SOW between the Treasurer's Office and the Consultant shall identify, in detail, the services to be provided by the Consultant. The SOW shall also identify the specific individual staff resource(s) assigned to the Treasurer's Office to perform the services contained in the SOW.

The Consultant will not subcontract or assign any of its work described in the SOW without receiving prior written consent from the Treasurer's Office. The Consultant will not assign a new or substitute staff resource for any of the work described in the SOW without receiving prior written consent from the Treasurer's Office.



## Section 2 – Certifications and Prerequisite Qualifications

The proposing Respondent certifies that:

1. The Treasurer’s Office requires clear and concise responses to this RFS. All of the firm’s information and representations in the response are material and important, and the Treasurer’s Office may rely upon the contents of the response in making an award, if any. The Treasurer’s Office shall treat any misstatement, omission, or misrepresentation as fraudulent concealment of the true facts relating to the response submission.
2. This RFS has been submitted by an authorized agent of the Respondent (“Authorized Agent”). The Authorized Agent of the Respondent has the authority to bind the Respondent to the specific terms, conditions, and technical requirements of this RFS and offered in the Respondent’s response.
3. The Authorized Agent understands that by submitting this response, the Respondent agrees to the following:
  - a. The Respondent will provide the services to meet the requirements and objectives of this RFS, unless otherwise noted.
  - b. The Respondent will provide the services set forth in its response for the fees quoted in the response.
4. The Respondent certifies compliance with all terms, conditions, and specifications of this RFS.
5. The Respondent has no common owners or administrators, managers, or employees with the service intermediary or the service provider.
6. The Respondent does not have any conflicts of interest or other prohibitions that would prevent it from serving as the independent evaluator.
7. The Respondent is an equal opportunity employer and does not discriminate against applicants or employees on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, or veteran status.
8. All of the assigned personnel of the Respondent who are not United States citizens will have executed a valid I-9 form and have valid employment authorization documents.
9. The Respondent is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on the Respondent’s ability to serve if selected.
10. The Respondent is and will remain in compliance with all applicable federal, state, and local laws including, but not limited to, the applicable provisions of the following for which it also makes the following related certifications:

- (i) The Federal (41 U.S.C. 701(a)) and Ohio (ORC Section 153.03) Drug Free Workplace Acts. The Respondent will make good faith efforts to ensure that all of its employees will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way while working on State property.
- (ii) State of Ohio ethics (Chapter 102 and Sections 2921.42 and 2921.43 of the ORC) and lobbying (Sections 101.70 and 121.60 et seq. of the ORC).
- (iii) Chapter 3517 of the ORC, campaign financing, including that all applicable parties listed in Division (I)(3) or (J)(3) of ORC Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of ORC Section 3517.13.
- (iv) Section 9.24 of the ORC. The Respondent is not subject to an “unresolved” finding for recovery under that Section.

11. The Respondent acknowledges that the Treasurer’s Office has informed the firm if chosen to be a Consultant, that it has been classified as an independent contractor or other classification other than public employee, as defined in Ohio Administrative Code 145-1-42(A)(2). If chosen as a Consultant, the Respondent agrees to provide all necessary information to the Treasurer’s Office to comply with ORC Section 145.036-.038.

12. The Respondent acknowledges that this RFS contains sensitive security information regarding the Treasurer’s Office and the Respondent will not disclose the contents of this RFS to any third party, except when the Treasurer’s Office supplies written consent.

I, the undersigned, have the authority to bind the Respondent organization.

Firm Name: \_\_\_\_\_  
 By (Print Name) \_\_\_\_\_  
 Signature\*: \_\_\_\_\_  
 Title:\* \_\_\_\_\_  
 Date: \_\_\_\_\_

\*This Certification must be signed by a principal of your firm.

**Section 3 – Requested Information**

- 1) Provide a brief overview of Respondent.
- 2) Discuss why Respondent is well-suited to provide consulting services for the ResultsOHIO FAO Project.

- 3) Describe, in detail, Respondent's experience in the planning and/or development of PFS projects.
  - If Respondent does not have experience in the planning and/or development of a PFS project, describe Respondent's experience in the planning and/or development of similar projects (i.e. Public Private Partnerships) and how that experience is relevant to the FAO Project and ResultsOHIO.
- 4) Describe, in detail, Respondent's experience in the execution of PFS projects, including what role Respondent played in prior PFS projects (e.g., consultant, legal counsel, service provider, service intermediary, independent evaluator, government funder, private funder, etc.).
  - If Respondent does not have experience in the execution of a PFS project, describe Respondent's experience in the execution of similar projects (i.e. Public Private Partnerships) and how that experience is relevant to the FAO Project and ResultsOHIO.
- 5) Describe, in detail, Respondent's experience in the termination of PFS projects, including any non-confidential information related to project wrap-up activities, contract pay-outs, outcomes reporting, information dissemination and other relevant post-project activities. For the purposes of this response, project termination may be due to either the project's failure to launch or to a fully completed project where outcomes metrics were either met or unmet.
- 6) Describe Respondent's experience with ResultsOHIO, if any.
- 7) As explained in the Summary and Objectives section, the ResultsOHIO model leverages a streamlined approach to PFS with the goal of making it more approachable and practical for policymakers and project partners while maintaining the core PFS principles of data integrity and outcomes evaluation. With this understanding, describe how Respondent would use its prior PFS experience to inform recommendations made to the Treasurer's office to the benefit of the FAO Project following the ResultsOHIO model.
- 8) Please provide a quote for consulting services for the FAO Project with ResultsOHIO.
  - The Treasurer's Office requests that Respondent provide two (2) quotes; one contemplating an hourly rate and a second contemplating a flat fee for a six (6) month to nine (9) month engagement.
  - The quote shall include the specific individual resource(s) assigned to the Treasurer's Office. Respondent shall confirm that the individual resource(s) assigned to the Treasurer's Office maintain the firsthand experience related to PFS as described above.

EXHIBIT 1  
FAO Project Feasibility Report

# ResultsOHIO

## ResultsOHIO FEASIBILITY REPORT

As part of the ResultsOHIO program, prospective Pay for Success (“PFS”) projects are subject to a uniform application and screening process. ResultsOHIO Feasibility Reports are only issued to those projects deemed PFS Appropriate and Ready, meaning that the project, as described in the application, meets the requirements for the ResultsOHIO model and is well positioned to move forward with a PFS contract should it receive the support of policymakers.

### Foundation for Appalachian Ohio ICAN See Project

#### PFS APPROPRIATE AND READY

The project, as described in the application, meets the requirements for the ResultsOHIO model because it has garnered support from the Governor’s Office of Appalachia and the Ohio Optometric Association, demonstrates a strong history of service delivery and possesses a clear theory of change to increase utilization of vision screenings, lends itself to measurable performance metrics, and has secured commitments for upfront funding.

#### PROJECT PROPOSAL OVERVIEW

The Foundation for Appalachian Ohio (FAO) plans to partner with Vision To Learn (VTL) and the Ohio Optometric Foundation (OOF) to launch a mobile vision clinic. This clinic will travel to schools with the intent of eliminating barriers to accessing and receiving vision services and helping thousands of children across Appalachian Ohio’s 32 counties.



##### PROJECT DURATION/COSTS

3 years, \$1,130,000<sup>1</sup>



##### POPULATION

K-12 Students in Appalachian Ohio attending Title I Schools



##### LOCATION

Title I Schools in Appalachian Ohio



##### SERVICE PROVIDER

Vision To Learn



##### SERVICE INTERMEDIARY

Foundation for Appalachian Ohio



##### PERFORMANCE METRICS

Improved access to future optometric care; and Improved student performance



##### POTENTIAL PRIVATE SECTOR FUNDERS

Several entities, including the Ohio Optometric Foundation, Deerbrook Charitable Trust, and individuals contributing through FAO, have committed to fund the upfront costs of this project.



##### INDEPENDENT EVALUATOR

To be procured by the Treasurer’s office, pursuant to ORC 113.61, upon receipt of a project appropriation.

<sup>1</sup> This figure was provided by the applicant and may not reflect all other costs necessary to administer the PFS contract, including those related to the independent evaluator. The appropriation will need to account for total cost for the project. Please contact the Treasurer’s office for more information.

**FOUNDATION FOR APPALACHIAN OHIO ICAN SEE PROJECT PROPOSAL****PROJECT DESCRIPTION**

With a goal of eliminating access barriers by directly providing vision services to students at Title I schools in Appalachian Ohio, FAO, VTL, and OOF will partner to launch a mobile vision clinic. The clinic plans to travel to the highest need areas across the region based on low levels of vision services utilization, as identified from Ohio Department of Medicaid databases. Students receiving an exam and possible vision correction will then be connected with a local vision care provider for continued care.

**ANTICIPATED PROJECT COSTS AND TIMELINE**

After a four month ramp up, VTL is anticipated to deliver services for three years. Over the project's duration, it is estimated that 7,500 students will receive eye exams and 6,000 may receive eyeglasses.

It has been suggested that results-based payments for successfully meeting performance metrics would total \$1.13 million, which is primarily based off estimated expenses for service delivery and the cost of carrying the upfront capital. The figure is subject to change, as it may not reflect all other costs needed to be included in the appropriation.

**ESTABLISHED PROJECT STRUCTURE AND MEMBER DESCRIPTIONS**

FAO is a nonprofit regional community foundation with a mission to create opportunities for Appalachian Ohio's citizens and communities by inspiring and supporting philanthropy. To date, FAO has partnered with over 530 funds to invest more than \$21 million back into the region.

VTL is a nonprofit that has provided mobile vision services to low-income communities since 2012. It has provided 289,000 students with eye exams across 13 states and has 26 active mobile clinics.

In addition to providing upfront funding OOF, the charitable arm of the Ohio Optometric Association, assists in securing professionals to staff the clinic and connect students with local vision providers to ensure a continuum of care.

Several entities, including the OOF and Deerbrook Charitable Trust, have provided commitments to fund upfront project costs. Funds cover both the ramp up and first two years of the project, with the third year partially funded. While it is anticipated that upfront funding for the third year will be secured, the organizations have provided contingency plans that ensure project costs are covered regardless.

**DATA IDENTIFICATION AND EVALUATION CONSIDERATIONS**

Performance metrics may include:

- » Improved access to future optometric care; and
- » Improved student performance (including academic progress, improved behavior, attentiveness, and headache relief).

Students receiving examinations and glasses will be tracked using VTL's HIPAA-compliant, secure electronic medical records database. Improved student performance could be measured through teacher surveys, while access to optometric care could be confirmed through information obtained from local optometrists who conduct follow-up visits with students.

*\*Any data, figures, calculations, or any other representations used herein were provided by the applicant and have not yet been independently verified by the Treasurer's office. As such, the Treasurer's office offers no warranty, express or implied, regarding the accuracy, adequacy, completeness, legality, reliability, or usefulness of any information provided by the applicant for the purpose of this initial evaluation.*

*\*If the applicant is awarded a pay for success contract, the project, as proposed in the application, is subject to change, and shall be subject to the terms and conditions of the pay for success contract.*

EXHIBIT 2  
FAO Appropriations Language

Section 413.50.

#### STATE PAY FOR SUCCESS CONTRACT FUND

The foregoing appropriation item, State Pay for Success Contract Fund, shall be used to fund a pay for success contract pursuant to sections 113.60 to 113.62 of the Revised Code, and an independent evaluator contract. The Treasurer of State, in consultation with the Director of Administrative Services, shall enter into a pay for success contract with, a service intermediary, Foundation for Appalachian Ohio, and any service providers as required and as identified by the service intermediary, for the purpose of delivering a vision care project pursuant to a pay for success contract. As the service intermediary, Foundation for Appalachian Ohio may subcontract with one or more service providers to deliver the project, pursuant to section 113.60 of the Revised Code. The Treasurer of State, in consultation with the Director of Administrative Services, shall initiate a contract with an independent evaluator. Any unexpended and unencumbered amount of the appropriation item 090615, State Pay for Success Contract Fund, remaining at the end of fiscal year 2022 is hereby reappropriated in fiscal year 2023, to be used for the same purpose.



EXHIBIT 3  
REQUIRED CONTRACT TERMS

*The following language is representative of terms  
Required in Ohio Treasurer's contracts.*

**APPLICABLE LAW; VENUE:** This Agreement and the rights and obligations of the Treasurer's office and Respondent shall be governed by the laws of Ohio. Venue for all actions shall occur in the appropriate court in Franklin County, Ohio.

**ASSIGNMENT:** Neither this Agreement or any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer's office. In addition, during the term of this Agreement, all successors and assigns shall be bound by the terms of this Agreement.

**AUDITOR OF STATE FINDINGS:** The Respondent affirmatively represents and warrants to the Treasurer's Office that it is not subject to a finding for recovery under Ohio Revised Code (R.C.) § 9.24 or that it has taken the appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. The Respondent agrees that if this representation and warranty is deemed to be false, the Agreement shall be void ab initio as between the parties, and any funds paid by the State hereunder shall be immediately repaid to the State, or any action for recovery of the funds may be immediately commenced by the State for recovery of said funds.

**BUSINESS EXPENSES:** Unless expressed otherwise in this Agreement, the Respondent shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

**CERTIFICATION OF FUNDS:** It is expressly understood and agreed by the parties that all funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligation due hereunder, the State's obligations under this contract are terminated as of the date that the funding expires without further obligation, provided that the Respondent shall be paid for all obligations incurred by the state entities in connection with services performed through the date of termination. The parties further understand that this agreement is subject to R.C. § 126.07.

**RESPONDENT'S REPRESENTATIONS AND WARRANTIES –  
COMPLIANCE WITH LAWS:**

**The Respondent, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, etc.**

1. **DRUG FREE WORKPLACE:** The Respondent agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engage in the work,

purchase, transfer, use or possession of illegal drugs or alcohol or abuse prescription drugs in any way.

2. **NONDISCRIMINATION OF EMPLOYMENT:** Pursuant to R.C. § 125.111, the Respondent agrees that the Respondent or any person acting on behalf of the Respondent shall not discriminate by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin or ancestry, gender identity or expression, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, genetic information, or labor affiliation against any citizen of this state in the employment of any person qualified and available to perform the services. The Respondent further agrees that the Respondent and any person acting on behalf of the Respondent shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the services on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin or ancestry, gender identity or expression, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, genetic information, or labor affiliation.
3. **AFFIRMATIVE ACTION PROGRAM:** The Respondent represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.
4. **CONFLICTS OF INTEREST:** During the term of the Agreement, no personnel of the Respondent who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out any of the services shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Agreement. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer's Office in writing. Thereafter, he or she shall not perform any services under this Agreement, unless the Treasurer's office shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
5. **ETHICS COMPLIANCE:** The Respondent represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. The Respondent further represents, warrants, and certifies that neither the Respondent nor any of its employees will do any act that is inconsistent with such laws.
6. **QUALIFICATIONS TO DO BUSINESS:** The Respondent affirms that it has all approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement, the Respondent, for any reason, becomes disqualified from conducting business in the State of Ohio, the

Respondent will immediately notify the Treasurer's office in writing and will immediately cease performance of the services under the Agreement.

7. **CAMPAIGN CONTRIBUTIONS:** The Respondent hereby certifies that neither the Respondent nor any of the Respondent's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. § 3517.13.
8. **DEBARMENT:** The Respondent represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. § 153.02 or R.C. § 125.25.

**FORCE MAJEURE:** The Respondent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions, loss, or malfunctions of utilities, transportation, computer (hardware or software), or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Nothing in the preceding paragraph shall relieve the Respondent of its duty to maintain a business continuity plan that ensures that the flow of services shall continue without interruption, or in Respondent's obligation to perform any duty upon resuming business.

**INCORPORATION:** This Agreement incorporates the Request for Proposal, the Response to the Request for Proposal, and all attachments, appendices and exhibits. However, if a conflict should arise between the Agreement and the Request for Proposal, the Response to the Request for Proposal, and any attachment, appendix or exhibit, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement shall be in writing.

**LIABILITY:**

1. The Respondent agrees to indemnify and to hold the State of Ohio harmless and immune from any, and all, claims for injury or damages arising from this Agreement that are attributable to Respondent's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents or joint venturers while acting under this Agreement. Such claims shall include 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.
2. The Respondent shall bear all costs associated with defending the Treasurer's office and the State of Ohio against any claims.
3. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages or lost profits.

## MISCELLANEOUS:

1. **WAIVER:** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
2. **NOTICES:** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
3. **CONFLICT:** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
4. **HEADINGS:** The headings used in this contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
5. **SEVERABILITY:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
6. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
7. **EXECUTION:** This Agreement is not binding upon the Treasurer’s Office unless executed in full and is effective as of the last date of signature by the Treasurer or the Treasurer’s designee.
8. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
9. **DIGITAL SIGNATURES:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via e-mail. Each party hereto shall be entitled to rely upon a digital signature of any other party delivered in such a manner as if such signature were an original.

**NO THIRD-PARTY BENEFICIARIES:** In performing hereunder, the Respondent is acting solely on behalf of the Treasurer's Office and no contractual or service relationship shall be deemed to be established hereby between the Treasurer's office and any other person.

**PUBLICITY:** Any use or reference to this Agreement by the Respondent to promote, solicit, or disseminate information regarding the scope of this Agreement is prohibited, unless otherwise permitted in writing by the Treasurer's Office.

**TERMINATION:** This Agreement may be terminated without cause and without penalty by the Treasurer's Office by giving written notice to the Respondent. Such termination shall not affect any outstanding transactions or any obligation under this Agreement which is then outstanding and the provisions of this Agreement shall continue to apply to each transaction and each obligation until all the obligations of each party to the other under this Agreement have been fully performed.

**TRANSFER COSTS:** The Respondent agrees that it shall bear all costs associated with the transfer and assumption of obligations by the Respondent under the Agreement.

EXHIBIT 4  
CONTACT INFORMATION AND CERTIFICATION

## **CONTACT INFORMATION**

Please provide the name, title, address, email address and telephone number of an individual with authority to answer questions or provide clarification regarding the organization's responses.

NAME:

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TITLE:

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ADDRESS:

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PHONE NUMBER:

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EMAIL ADDRESS:

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## **CERTIFICATION**

I hereby certify that the information included in this response is true and correct to the best of my knowledge and that I am authorized to execute this request on the behalf of:

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I, the undersigned, have the authority to bind the Respondent organization.

ORGANIZATION NAME:

---

BY (Print Name):

---

SIGNATURE:

---



TITLE:

---

DATE:

---

FEDERAL TAX ID NUMBER:

---

**Note: This form must be completed and included with your response.**

