

**OHIO DEPARTMENT OF HEALTH
REQUEST FOR PROPOSAL (RFP) AMENDMENT**

1. PURPOSE OF AMENDMENT TO THE RFP.

The purpose of this Amendment is to revise the RFP due date, inquiry period and to add the RFP contract number in section 1. Project Information 1.1, 1.3, 1.4 as detailed below.

2. AMENDMENTS AND EFFECTIVE DATE. The effective date of this Amendment is 4/14/2023.

1.1	<u>Project Title.</u> Ohio Department of Health Hearing Examiners (52357)
1.3	<u>Opening Date.</u> April 28, 2023 (due date)
1.4	<u>Inquiry Period.</u> March 20, 2023 to April 20, 2023

3. ATTACHMENTS. The above-referenced RFP is attached as “Exhibit A” and incorporated herein by reference.

4. Except as expressly modified by this Amendment, the RFP shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the Parties. This Amendment and the RFP (including any written amendments thereto), collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Remainder of Page Left Intentionally Blank. Original RFP Immediately Follows as Exhibit A.

Exhibit A
OHIO DEPARTMENT OF HEALTH
REQUEST FOR PROPOSAL (RFP)

The Ohio Department of Health (ODH) is soliciting proposals for professional services.

1. PROJECT INFORMATION.

- 1.1. Project Title. Ohio Department of Health Hearing Examiners
- 1.2. Posting Date. March 20, 2023
- 1.3. Opening Date. March 20, 2023
- 1.4. Inquiry Period. March 20, 2023 to April 3, 2023

2. PROJECT BACKGROUND AND OBJECTIVE.

- 2.1. Project Objective. ODH is seeking proposals from qualified attorneys to serve as hearing examiners and on a contractual, intermittent basis for mediations and administrative hearings, including but not limited to, hearings held pursuant to Chapter 119 of the Ohio Revised Code (R.C.), and to conduct second level Independent Dispute Resolution reviews pursuant to 42 C.F. R. 488.331 and Ohio Administrative Code (O.A.C.) 3701-63-02.

ODH is seeking attorneys from the following geographic areas:

- 2.1.1 Two (2) attorneys based in a Northeast Ohio County including, but not limited to, Cuyahoga, Lorain, Medina, Summit, Stark, Mahoning or Lake.
 - 2.1.2 Fourteen (14) additional attorneys from any geographic area in Ohio.
- 2.2. Project Background. As part of ODH's responsibilities, it is required to conduct administrative hearings, including hearings held pursuant to R.C. Chapter 119. The hearings are held virtually unless otherwise requested by the parties and the right to appear in person is waived. Some types of hearings to be conducted on behalf of ODH include:
 - 2.2.1. Resident transfer and discharge hearings. These hearings are conducted in accordance with R.C. 3721.161 and O.A.C. Chapter 3701-61. The hearings are held over the phone or virtually, unless the resident or resident's representative asserts the right to be held in the county where the nursing home is located. They are generally scheduled for less than a day. A hearing must be scheduled within two days of receipt of a hearing request and must be held within ten days. The report and recommendation is due five days after the date of hearing. These hearings constitute a majority of ODH hearings.
 - 2.2.2. Woman, Infant and Children (WIC) vendor hearings. These hearings are conducted pursuant to R.C. 3701.132 and O.A.C. 3701-42-09, and are generally scheduled for less than a day.
 - 2.2.3. Bureau of Children with Medical Handicaps hearings. These hearings are conducted in accordance with R.C. 3701.023 and O.A.C. 3701-43-23, and are generally scheduled for one day.
 - 2.2.4. Certificate of Need hearings. These hearings are conducted pursuant to R.C. 3702.60, R.C. Chapter 119 and O.A.C. Chapter 3701-12, and generally average three to four days.
 - 2.2.5. Denial and revocation of nursing home and residential care facility licenses. These hearings are conducted pursuant to R.C. Chapter 3721, R.C. Chapter 119 and O.A.C. Chapters 3701-17 and -16, and may take five or more days.

- 2.2.6. Smoke-Free Workplace Act hearings. These hearings, which concern smoking ban violations, are conducted pursuant to R.C. 3794.07 and O.A.C. Chapter 3701-52. These hearings may be held remotely, or upon request at the health district at or near where the violation is alleged. They are typically completed within one day.
- 2.2.7. Handlers of radioactive materials and equipment hearings. These hearings are conducted pursuant to R.C. Chapter 3748 and concern licensure, registration, and penalties.
- 2.2.8. Nurse Aide Abuse, Neglect, Misappropriation and Exploitation hearings. These hearings are conducted pursuant to R.C. 3721.23 and O.A.C. Chapter 3701-64 and concern the allegation of abuse, neglect, or misappropriation of property of a resident of a long-term care facility. The hearings are held in the county where the incident occurred absent respondent's consent to a remote hearing. The report and recommendation is due 15 days after the date of the hearing, and the hearing typically lasts a half day.
- 2.2.9. Lead. These hearings are conducted pursuant to R.C. 3742.16, R.C. Chapter 119 and O.A.C. Chapter 3701-32 and concern licensure and penalties.
- 2.2.11. Sewage treatment systems. These hearings are conducted pursuant to R.C. 3718.04, R.C. Chapter 119 and O.A.C. Chapter 3701-29, and concern approvals, denials, and revocation of approvals for products used in Ohio and typically extend one to two days.
- 2.2.12. Agricultural Labor Camp. These hearings are conducted pursuant to R.C. 3733.431, R.C. Chapter 119 and O.A.C. Chapter 3701-33, and concern licensure and penalties. The hearing must be scheduled to occur within ten days after the licensee makes the request with no postponement or continuation of the hearing unless the licensee can demonstrate unusual hardship. The report and recommendation is due within three working days after the hearing.
- 2.2.13. Pools. These hearings are conducted pursuant to R.C. 3749.03, R.C. Chapter 119 and O.A.C. Chapter 3701-31, and concern the disapproval of construction, installation or renovation/substantial alternation plans for pools.
- 2.2.14. Campgrounds. These hearings are conducted pursuant to R.C. 3729.03, R.C. Chapter 119 and O.A.C. Chapter 3701-26, and concern the disapproval of development plans for campgrounds.
- 2.2.15. Private water systems. These hearings are conducted pursuant to R.C. 3701.344 - .347, R.C. Chapter 119 and O.A.C. 3701-28, and concern the registration and bonding of water systems contractors.
- 2.2.16. Informal Dispute Resolution (IDR). These are reviews conducted in accordance with 42 C.F.R. 488.331 and O.A.C. 3701-63-02. There are no hearings associated with IDR. The hearing examiner conducts a review of documents and the law and provides a written decision within thirty (30) days.
- 2.2.17. Other administrative hearings or reviews as needed pursuant to laws administered by the Ohio Department of Health.

3. MINIMUM REQUIREMENTS. Qualified contractors are:

- 3.1. Attorneys in good standing, licensed to practice in the State of Ohio.
- 3.2. Attorneys with sufficient staffing, training and be readily accessible by phone or e-mail to administer a project.
- 3.3. Attorneys with technical capacity and are comfortable conducting hearings remotely via TEAMS or Zoom.
- 3.4. Attorneys with ability and willingness to travel up to 125 miles to the hearing location from their home base.

4. SCOPE OF WORK. Contractors shall:

4.1.	Act as the mediator, impartial referee, examiner, or decision maker at formal or informal administrative proceedings that ODH is required by law to conduct. The successful bidder shall record digitally a transcript of the proceedings in the event there is no official court reporter assigned to the hearing.
4.2.	Conduct mediations. During the pendency of a mediation to which the successful bidder is assigned, the successful bidder will have and exercise all authority appropriate to the role of mediator as necessary to assure that all mediations will be conducted in a timely manner and orderly manner.
4.3.	Conduct hearings in through remote technology such as Teams or Zoom, in person upon request, or through written submissions and may include analysis of testimony, written stipulations of the parties, motions, oral arguments, written briefs, or any other submissions required by law or reasonably necessary for the successful bidder to arrive at a decision and prepare a written report. During the pendency of a proceeding to which the successful bidder is assigned, the successful bidder will have and exercise all authority appropriate to the role of referee, examiner, or decision maker as necessary to assure that all proceedings will be conducted in a timely and orderly manner. The successful bidder shall prepare a written report that sets forth those matters appropriate for the assigned proceeding in accordance with applicable state statutes, rules or guidance from the ODH Office of General Counsel.
4.4.	Conduct all mediations and all formal or informal administrative proceedings in accordance with applicable statutes and rules, including ethics and professional conduct, as well as general and procedural guidance provided by the ODH Office of General Counsel.

5. DELIVERABLES.

	Deliverables	Compensation
	During the Contract Period, Contractor and ODH agree that contractor shall complete the following Deliverables and ODH shall compensate Contractor as follows:	
5.1.	Provide to ODH and those other persons, as are appropriate under the law and applicable to the proceedings at issue, with a written report within the time deadlines specified by law following each proceeding. Ninety Dollar (\$90) hourly rate shall be paid for services and travel and applies to all services except those identified in section 5.2. below.	\$90.00 per hour
5.2.	Provide to ODH and those other persons, as are appropriate under the law and applicable to the proceedings at issue, with a written report within the time deadlines specified by R.C. 3721.022 and O.A.C. 3701-63-02 for IDR. Seventy-Five Dollars (\$75) hourly rate shall be paid for services in this Deliverable.	\$75.00 per hour
5.3.	Timely submit direct office expenses for reimbursement up to Five Hundred Dollars (\$500.00) for each fiscal year (mail costs, digital recording discs, etc.).	Not to Exceed \$500 per fiscal year.
5.4.	Timely submit travel expenses pursuant to OAC Rule 126-1-02, promulgated under ORC 126.31.	Per Rule
5.5.	Attend ODH training upon ODH request.	\$0.00

6. PROPOSAL SCORING.

Criteria	Maximum Allowable Points
Technical Proposal	500 Points
TOTAL	500 Points

7. EVALUATION CRITERION. A rating of one (1) to five (5) will be scored for each of the criterion below and multiplied by the weight.

Criterion	Competency Rating (0-5)	Weight
Scope of Work & Deliverables		
1. Writing Sample- clarity, conciseness, analytical skill, proper grammar and free of typographical error. (Contractor shall include one (1) example of a written report with proposal.)	0-200	40
2. Experience conducting administrative hearings.	0-100	20
3. Previous relevant administrative law experience.	0-100	20
4. Previous trial experience.	0-100	20
TOTAL	0-500	100

Bidders with the highest Evaluation Criterion scores may be interviewed to determine final selection.

8. CONTRACT AWARD. Proposals with the highest technical scores shall be awarded the contract.

Contingent upon the availability of funds and approval by the Director of Health, up to fifteen (15) contracts will be awarded. The resulting contracts shall be in effective from approximately July 1, 2023 until June 30, 2025. Contracts may be extended for up to 4 additional years, at the discretion of ODH and dependent upon funding.

Notice: This RFP is not an offer or a Contract.

Parties interested in submitting a formal offer must submit a written response on provision of the required services or supplies specified in this RFP.

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9. INSTRUCTIONS

- 9.1. Scope of Work and Specifications. ODH is authorized to prepare scope of work and specifications to obtain supplies and services. The purpose of the scope of work or deliverables is to describe the supplies or services to be purchased and will serve as a basis for comparison of proposal responses.
- 9.2. Technical Proposal Format. Contractor's technical proposal shall address all items in the scope of work and deliverables and be submitted as the "Technical Proposal". Failure to sufficiently address each item may result in ODH's determination that the Proposal does not provide sufficient detail to adequately evaluate the Proposal and is, therefore, incomplete and nonresponsive. If the Proposal contains elements that exceed the requirements of the RFP, the Proposal should state the degree to which the requirement will be exceeded and how this will be accomplished. Proposals should be prepared simply and economically, providing a straightforward, concise, and complete description of the Contractor's proposal and capabilities to perform the Agreement. Emphasis should be on completeness, specificity, and clarity of content.
 - 9.2.1. Company Narrative. Responses to the RFP shall include a short narrative describing the following:
 - 9.2.1.1. Description of the Contractor's experience and expertise conducting projects of similar size and scope.
 - 9.2.1.2. Contractor's ability to meet minimum requirements.
 - 9.2.1.3. Contractor's capacity to provide the services required.
 - 9.2.1.4. Documentation of Contractor's soundness and financial capability to perform the work.
 - 9.2.1.5. List of three (3) references for whom the Contractor has performed similar services and deliverables. ODH may, but is under no obligation to, contact the references.
 - 9.2.2. Project Narrative. Responses to the RFP shall include a detailed project narrative describing the following:
 - 9.2.2.1. Identification of the objectives, strategies, methodology, services and deliverables that Contractor proposes to provide.
 - 9.2.2.2. Ability and experience of Contractor I intended to work on the project. Include resume.
 - 9.2.3. Project Work Plan. Responses to the RFP shall include a detailed project implementation plan describing the following:
 - 9.2.3.1. Clearly identify and discuss with specificity how the Contractor will perform the requirements specific to this project, including each item under Scope of Work and Deliverables.
 - 9.2.3.2. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- 9.3. Contractor's Compensation. Contractor's compensation is outlined in the Deliverables.
- 9.4. Proposal Submittal. Contractor must submit a Proposal package. The Proposal Package shall be submitted as an electronic document, clearly identified and the RFP number.
- 9.5. When Proposals May Be Emailed. ODH must receive proposals via email by no later than 3:00 p.m., the day the proposals are scheduled to be due. Proposals received after 3:00 p.m. on the scheduled opening date will not be opened.
- 9.6. Where Proposals Must Be Emailed. Proposals must be emailed (no fax, mailed or hand delivered proposals will be accepted) to the following email address: procurement@odh.ohio.gov
- 9.7. Proposals are a Public Record. Once proposals have been reviewed, they will be forwarded to the ODH Project Evaluation Committee to begin the evaluation process. After proposals are opened, they are public records as defined in Ohio Revised Code Section 146.43 and are subject to all laws appurtenant thereto. Contractor may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not

considered as public records. Pricing is not considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed shall rest solely with ODH.

- 9.8. Withdrawal of Proposal Prior to Scheduled Opening. Contractor may withdraw a proposal by written request any time after ODH receives the proposal and before scheduled opening.
- 9.9. Withdrawal of Proposal After Scheduled Opening. Contractor may by written request withdraw its proposal after scheduled opening if there is reasonable proof that an inadvertent mistake was made, and the correction cannot be determined with reasonable certainty.
- 9.10. Correction of Proposal Before Scheduled Opening. If a Contractor withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and initialed by the Contractor. Any corrections must be completed off the ODH premises.
- 9.11. Correction after Scheduled Opening. ODH may permit a Contractor alleging an inadvertent error to correct its proposal after opening, only if the mistake and the correction are clearly evident from the proposal and correction does not affect the amount of the proposal or otherwise give the Contractor an unfair competitive advantage.
- 9.12. Proposals are Firm for 90 Days. Unless stated otherwise, once opened all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, the Contractor will have the option to honor their proposal or make a written request to withdraw their proposal from consideration.
- 9.13. Rejected Proposals. ODH may reject any proposal in whole or in part, if any of the following circumstances are true:
- 9.13.1. Proposals are not in compliance with the required format stated in the RFP.
 - 9.13.2. Proposals do not address all of the requirements of the RFP.
 - 9.13.4. ODH determines that awarding any item is not in the best interest of the Agency.
- 9.14. Alternative Proposals. A Contractor may desire to submit an alternative proposal that achieves the purpose, specifications and scope of ODH's request. A Contractor submitting an alternative proposal shall clearly identify and quantify the advantages of the alternative.
- 9.15. Proposal Preparation. ODH assumes no responsibility for costs incurred by the Contractor prior to the award of the Agreement resulting from this RFP. Proposals may not include any amounts attributable to its preparation.
- 9.16. Contractor May Request Clarification. If a Contractor discovers an inconsistency, error or omission in this RFP, the Contractor should request clarification from ODH Office of Procurement Services. Such clarification may be made only through email. No other form of clarification is acceptable. Failure of Contractor to comply may result in the Contractor being deemed not responsive.
- 9.17. Communication Prior to the Response Due Date. From the Release Date of this RFP until the date of the Agreement award, there shall be no communications concerning this RFP between any Contractor who may ultimately submit a Proposal and any employee of ODH involved in the issuing of the RFP, or any other state employee who is in any way involved in the ODH project, except as follows:
- An ODH employee may send communications to potential Contractors with a link to ODH's RFP announcement after the Release Date to encourage a diversity of Contractors to submit a Proposal.
- 9.18. ODH Modifications to the RFP. When it is necessary to modify an RFP prior to the RFP opening, ODH does so by written addendum only. Revisions to an RFP, after the RFP opening, shall be distributed to only those Contractors that submitted a proposal. A Contractor may elect to withdraw the proposal, provided that the Contractor files a written request within ten (10) calendar days of ODH's distribution of the addendum.
- 9.19. Unit Costs. Intentionally omitted. 9.20. Responsive Contractor. A Contractor is responsive if its proposal responds to the RFP completely and contains no irregularities or deviations from the RFP that would affect the proposal or otherwise give the Contractor an unfair advantage.

9.21. Responsible Contractor. ODH will determine if a Contractor is responsible using the following factors:

- 9.21.1. Experience of the Contractor.
- 9.21.3. Contractor's conduct and performance on previous Agreement.
- 9.21.6. Contractor's ability to execute the Agreement properly.
- 9.21.7. Review of Federal and State debarment lists.

9.22. Information Requested. ODH may request additional information to evaluate a Contractor's responsiveness to the RFP or to evaluate a Contractor's responsibility. If a Contractor does not provide the requested information, it may adversely impact ODH evaluation of the Contractor's responsiveness or responsibility.

9.23. Samples. ODH may require Contractors to provide samples or examples of work, at the Contractor's expense. Samples must be clearly identified by the Contractor, the RFP number, and the item the sample represents. ODH will return samples that are not destroyed in testing, at the Contractor's expense, upon the Contractor's timely request. ODH may keep the samples of the Contractor awarded the Agreement until the completion of the Agreement.

9.24. Estimated Usage. Unless otherwise stated, the usage indicated for each item(s), if applicable, are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Agreement. ODH makes no representation or guarantee as to the actual amount of the items(s) to be purchased.

9.25. Technical Proposal Evaluation. Proposals submitted by Contractors that do not meet the minimum requirements will not be evaluated. Proposals determined by ODH to lack completeness, specificity or clarity of content may be deemed nonresponsive and, therefore, will not be evaluated. The remaining proposals will be evaluated, scored, and ranked by a committee of selected staff. Proposals will be evaluated by the technical review criteria.

The evaluation committee will assign a numerical rating to each technical competency in the above section 7 table of the RFP based upon a review of that Contractor's Proposal. The ratings are to be awarded as follows:

0 Points	Does Not Meet	Proposal does not comply with the requirements.
1 Point	Weak	Response does not substantially meet the requirements.
2 Points	Moderate	Proposal meets most of the requirements but is weak in some areas.
3 Points	Meets	Proposal meets all requirements.
4 Points	Strong	Proposal substantially exceeds requirements.
5 Points	Greatly Exceeds	Proposal significantly exceeds requirements.

The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the Agency in relation to the other Proposals that ODH received.

The evaluation committee will evaluate each proposal and award up to the maximum amount specified for each criterion. A proposal must receive a total technical score of at least 300 points (60 percent of the maximum total technical score of 500) for ODH to consider awarding an Agreement for that proposal.

9.26. Presentations and Interviews. ODH may require top Contractors to be interviewed. Such interviews will provide a Contractor with an opportunity to present its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow ODH an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The interviews will be scheduled at the convenience and discretion of ODH. ODH may record any presentations and interviews. The one (1) to three (3) highest scoring Contractors; but no more than the top three (3) may be required to participate. Interviews will be scheduled to be held in Columbus, Ohio at the Contractor's expense, if applicable.

9.27. Cost Proposal Evaluation. Intentionally omitted. 9.28. Final Stages of Evaluation Contractor with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + MBE Score _____ = Total Score: _____

If ODH finds that one or more Proposals should be given further consideration, ODH may select one or more of the highest-ranking Proposals to move to the next phase. ODH may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 9.29. Clarifications & Corrections. During the evaluation process, ODH may request clarifications from any potential Contractor under active consideration and may give any Contractor the opportunity to correct defects in its Proposal if ODH believes doing so does not result in an unfair advantage for the Contractor and it is in ODH's best interests. Any clarification response that is broader in scope than what ODH has requested may result in the Contractor's proposal being disqualified.
- 9.30. Agreement Negotiation. It is at the discretion of DOH whether to permit negotiations. A Contractor must not submit a proposal assuming there will be an opportunity to negotiate any aspects of the RFP. When it has been determined that it is in the Agency's best interest to conduct negotiations, ODH may request a submission of a best and final quotation.
- 9.31. Agreement Award. The ODH Project Committee evaluating the Proposals and, if applicable, the Presentations will recommend to the Director of Health the award of an Agreement based upon the total Contractor score and whether awarding an Agreement will result in obtaining the best value and advantage to ODH. The Director's award of an Agreement will be identified by the Director's signature on the Agreement. The Director's award is final and not appealable. ODH at any time may determine that award of an Agreement is not in the best interest of ODH and may reject, cancel, or re-issue this RFP in whole or in part.
- 9.32. Agreement Contents. If this RFP results in an Agreement award, the Agreement will consist of this RFP, along with attachments, addenda, purchase orders, change orders, and terms and conditions. ODH reserves the right to award multiple Agreement under this RFP.
- 9.33. Contractor Start Date. ODH expects the Contractor to commence work upon Agreement execution. If the Contractor is unable or unwilling to commence work, ODH reserves the right to cancel the award and resume the evaluation process with the next most advantageous proposal.
- 9.34. Non-Collusion Certification. The Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal, that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Contractor or person, to submit a sham proposal; or colluded or conspired to have another not proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price of its proposal or any other Contractor, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Contractor, to secure any advantage against any Contractor or any person or persons interested in the Agreement and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.
- 9.35. ODH Withdrawal of the RFP. ODH reserves the right to withdraw the RFP at any time prior to the award the Agreement.
- 9.36. Damages Arising from RFP Specifications. A Contractor may not be compensated for damages arising from inaccurate or incomplete information in the RFP, specifications or from inaccurate assumptions based upon the specifications.
- 9.37. Protests. Objections to the Agreement award may be filed through a protest. Such protest must comply with the following information:
- 9.37.1. The protest must be filed by a prospective or actual Contractor objecting to the award of an Agreement resulting from this RFP. The protest must be in writing and contain the following information:
- 9.37.1.1. Name, address and telephone number of the protester;
 - 9.37.1.2. Name and number of the RFP being protested;
 - 9.37.1.3. Detailed statement of the legal and factual grounds for the protest, including copies of any relevant document;
 - 9.37.1.4. Request for a ruling by ODH;

- 9.37.1.5. Statement as to the form of relief requested from ODH; and
- 9.37.1.6. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

9.37.2. A timely protest will be considered within the following periods:

- 9.37.2.1. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of Proposals which are apparent or should be apparent prior to the closing date for receipt of Proposals, must be filed not later than five (5) business days prior to the Proposal due date.

9.37.2.2. If the protest relates to the recommendation of the evaluation committee for an award of the Agreement, the protest must be filed within fifteen (15) business days of the award communication.

9.37.3 All protests must be filed at the following location:

Ohio Department of Health
Office of Procurement Services, 4th Floor
Attention: Paul Maragos
246 North High Street

9.38. Minority Business Enterprise Program. ODH is committed to making more Agreement and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement, which encourages the Contractor to seek and set aside a portion of the work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

To search for Ohio certified MBE businesses, utilize the following search routine published on the DAS Equal Opportunity Division website.

- 9.38.1 Select "Locate MBE Certified Providers" as the EOD Search Area selection;
- 9.38.2 Select "MBE Certified Providers" link;
- 9.38.3 On the subsequent screen select "All Procurement Types" as a search criterion;
- 9.38.4 Select "Search"; and
- 9.38.5 A list of Ohio MBE Certified Service Providers will be displayed.

9.39. MBE Set-Aside. ODH has included in the Evaluation Scoring Formula of this RFP, a provision for the Contractor to seek and set aside work for MBE subcontractors. In seeking proposals, the Contractor must:

- 9.39.1 Utilize a competitive process to which only Ohio certified MBEs may respond;
- 9.39.2 Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
- 9.39.3 Require the MBE subcontractor to maintain their certification throughout the term of the Agreement, including any renewals; and,
- 9.39.4 Propose the awarded MBE as a subcontractor under this RFP.
- 9.39.5 The following chart details the participation ranges and values that would be awarded to the Contractor for MBE participation.

MBE Participation Value Range	
Percentage of Work Offered	Percentage of MBE Points Available
0%	0
1% - 5%	10 Points
6% - 10%	20 Points
11% - 15%	30 Points
16% - 24%	40 Points
25% or greater	50 Points

- 9.39.6 For this RFP Ohio certified MBEs that are the prime must subcontract with an Ohio certified MBE to meet the above requirement.
- 9.39.7 For purposes of calculating the MBE Set-aside points, the State will not award any points for proposed MBE services that are optional elements of the Scope of Work.
- 9.40. MBE Reporting. After award of the RFP, the Contractor must submit a quarterly report to the Procurement Manager or designee documenting the work performed by and payments made to the MBE subcontractor. These reports must reflect the level of MBE commitment agreed to in the Agreement. The reports must be filed at a time and in a form prescribed by the Procurement Manager or designee.
- 9.41. Veteran-Friendly Business Enterprise (VBE) Program. The State of Ohio's Veteran-Friendly Business Enterprise (VBE) Procurement program provides preference to certified companies that compete to Agreement with the state to supply the goods or services it needs, including eligible construction services. In order to be eligible for certification, the applicant business must satisfy one of the following criteria:
 - 9.41.1 At least ten percent of its employees are veterans or on active service;
 - 9.41.2 At least fifty-one percent of the applicant business is owned by veterans or persons on active service;
 - 9.41.3 If the applicant business is a corporation fifty-one percent of which is not owned by veterans or persons on active service, at least fifty-one percent of the board of directors are veterans or persons on active service; or
 - 9.41.4 The business is certified by the United States Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business or a Veteran-Owned Small Business and the owner(s) of the business meets the definition of veteran as defined in Rule 123:5-1-01(II) of the Ohio Administrative Code. Information regarding how to obtain this Business Certification can be located at the following link [http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise\(VBE\)Program.aspx](http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise(VBE)Program.aspx).