



## **ODH's Subrecipient Proposal Terms and Conditions**

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.
2. **Technical Proposal Format.** Subrecipient'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 non-responsive. 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 Subrecipient's proposal and capabilities to perform the Agreement. Emphasis should be on completeness, specificity, and clarity of content.
  - 2.1. **Company Narrative.** Responses to the RFP shall include a short narrative describing the following:
    - 2.1.1. **Company Narrative.** Responses to the RFP shall include a short narrative describing the following:
      - 2.1.1.1. Description of the Subrecipient's experience and expertise conducting projects of similar size and scope.
      - 2.1.1.2. Subrecipient's ability to meet minimum requirements.
      - 2.1.1.3. Subrecipient's capacity to provide the services required.
      - 2.1.1.4. Documentation of Subrecipient's soundness and financial capability to perform the work.
      - 2.1.1.5. List of three (3) references for whom the Subrecipient has performed similar services and deliverables. ODH may, but is under no obligation to, contact the references.
    - 2.2.2. **Project Narrative.** Responses to the RFP shall include a detailed project narrative describing the following:
      - 2.2.2.1. Identification of the objectives, strategies, methodology, services, and deliverables that Subrecipient proposes to provide.
      - 2.2.2.2. Use of evidence-based practices, if applicable.
      - 2.2.2.3. Timeline for completion of services and deliverables.
      - 2.2.2.4. Ability and experience of key project personnel intended to work on the project and their responsibilities to the project. Include resumes.
      - 2.2.2.5. Identification and description of any proposed Subrecipient. Subrecipient may not subcontract any work or services of the type described in project scope of work and deliverables without ODH prior written approval.



- 2.2.3 Project Work Plan. Responses to the RFP shall include a detailed project implementation plan describing the following:
  - 2.2.3.1. Clearly identify and discuss with specificity how the Subrecipient will perform the requirements specific to this project, including each item under Scope of Work and Deliverables.
  - 2.2.3.2. Description of the location and principal office from which the work is to be performed.
  - 2.2.3.3. Identification of the amount of time that lead, and key project personnel will be expected to work on the project.
  - 2.2.3.4. Description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.
  - 2.2.3.5. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- 2.3. Subrecipients' Compensation. Subrecipient's proposed compensation by deliverable shall be submitted as the "Cost Proposal". If in the event an Agreement ensues as a result of this RFP, the Subrecipient will be required to fulfill the Agreement obligations at the amount proposed. The proposed cost must include all costs associated with performing the work, including travel, shipping, overhead, etc.
- 2.4. Proposal Submittal. Subrecipient must submit both a "Technical Proposal" and a "Cost Proposal" as a part of its proposal package. These are two separate components which shall be submitted as separate electronic documents, clearly identified as either "Technical Proposal" or "Cost Proposal" and the RFP number.
- 2.5. **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.**
- 2.6. **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](mailto:procurement@odh.ohio.gov).**
- 2.7. 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 149.43 and are subject to all laws appurtenant thereto. Subrecipient 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 such trade secrets or proprietary data shall be disclosed shall rest solely with ODH.
- 2.8. Withdrawal of Proposal Prior to Scheduled Opening. Subrecipient may withdraw a proposal by written request any time after ODH receives the proposal and before scheduled opening.
- 2.9. Withdrawal of Proposal After Scheduled Opening. Subrecipient 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.



- 2.10. Correction of Proposal Before Scheduled Opening. If a Subrecipient withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and initialed by the Subrecipient. Any corrections must be completed off the ODH premises.
- 2.11. Correction after Scheduled Opening. ODH may permit a Subrecipient 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 Subrecipient an unfair competitive advantage.
- 2.12. Proposals are Firm for 90 Days. Unless stated otherwise, once opened all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, the Subrecipient will have the option to honor their proposal or make a written request to withdraw their proposal from consideration.
- 2.13. Rejected Proposals. ODH may reject any proposal as a whole or in part, if any of the following circumstances are true:
- 2.13.1. Proposals are not in compliance with the required format stated in the RFP.
  - 2.13.2. Proposals do not address all the requirements of the RFP.
  - 2.13.3. The price is excessive in comparison with market conditions or with the available funds of the Agency.
  - 2.13.4. ODH determines that awarding any item is not in the best interest of the Agency.
- 2.14. Alternative Proposals. A Subrecipient may desire to submit an alternative proposal that achieves the purpose, specifications, and scope of ODH's request. A Subrecipient submitting an alternative proposal shall clearly identify and quantify the advantages of the alternative.
- 2.15. Proposal Preparation. ODH assumes no responsibility for costs incurred by the Subrecipient prior to the award of the Agreement resulting from this RFP. Proposals may not include any amounts attributable to its preparation.
- 2.16. Subrecipient May Request Clarification. If a Subrecipient discovers an inconsistency, error or omission in this RFP, the Subrecipient 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 Subrecipient to comply may result in the Subrecipient being deemed not responsive.
- 2.17. 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 Subrecipient 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 Subrecipients with a link to ODH's RFP announcement after the Release Date to encourage a diversity of Subrecipients to submit a Proposal.
- 2.18. 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 Subrecipients that submitted a proposal. A Subrecipient may elect to withdraw the proposal, provided that the Subrecipient files a written request within ten (10) calendar days of DOH's distribution of the addendum.

- 2.19. Unit Costs. Subrecipients shall not insert a unit cost of more than two (2) digits to the right of the decimal point. Digits beyond the two (2) will be dropped and not used in the evaluation of the proposal.
- 2.20. Responsive Subrecipient. A Subrecipient 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 Subrecipient an unfair advantage.
- 2.21. Responsible Subrecipient. ODH will determine if a Subrecipient is responsible using the following factors:
  - 2.21.1. Experience of the Subrecipient.
  - 2.21.2. Subrecipient's financial condition.
  - 2.21.3. Subrecipient's conduct and performance on previous Agreement.
  - 2.21.4. Subrecipient's facilities.
  - 2.21.5. Subrecipient's management skills.
  - 2.21.6. Subrecipient's ability to execute the Agreement properly.
  - 2.21.7. Review of Federal and State debarment lists.
- 2.22. Information Requested. ODH may request additional information to evaluate a Subrecipient's responsiveness to the RFP or to evaluate a Subrecipient's responsibility. If a Subrecipient does not provide the requested information, it may adversely impact ODH evaluation of the Subrecipient's responsiveness or responsibility.
- 2.23. Samples. ODH may require Subrecipients to provide samples or examples of work, at the Subrecipient's expense. Samples must be clearly identified by the Subrecipient, the RFP number, and the item the sample represents. ODH will return samples that are not destroyed in testing, at the Subrecipient's expense, upon the Subrecipient's timely request. ODH may keep the samples of the Subrecipient awarded the Agreement until the completion of the Agreement.
- 2.24. 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.
- 2.25. Technical Proposal Evaluation. Proposals submitted by Subrecipients 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 Subrecipient'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.

2.26. Presentations and Interviews. ODH may require top Subrecipients to be interviewed. Such interviews will provide a Subrecipient 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 Subrecipients; 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 subrecipient's expense, if applicable.

2.27. Cost Proposal Evaluation. ODH will calculate the Subrecipient's Cost Proposal points after the Subrecipient's total technical points are determined, using the following method:

Cost Points = (Lowest Subrecipient's Cost/Subrecipient's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

2.28. Final Stages of Evaluation Subrecipient 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: \_\_\_\_\_ + Cost 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, which may include a Best and Final Offer (BAFO). ODH may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.



- 2.29. Clarifications & Corrections. During the evaluation process, ODH may request clarifications from any potential Subrecipient under active consideration and may give any Subrecipient the opportunity to correct defects in its Proposal if ODH believes doing so does not result in an unfair advantage for the Subrecipient 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 Subrecipient's proposal being disqualified.
- 2.30. Agreement Negotiation. It is at the discretion of DOH whether to permit negotiations. A Subrecipient 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.
- 2.31. 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 Subrecipient 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.
- 2.32. 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.
- 2.33. Subrecipient Start Date. ODH expects the Subrecipient to commence work upon Agreement execution. If the Subrecipient 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.
- 2.34. Non-Collusion Certification. The Subrecipient 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 Subrecipient has not colluded, conspired or agreed, directly or indirectly, with any Subrecipient 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 Subrecipient, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Subrecipient, to secure any advantage against any Subrecipient or any person or persons interested in the Agreement and that all statements contained in the proposal are true; and further, that the Subrecipient 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.
- 2.35. ODH Withdrawal of the RFP. ODH reserves the right to withdraw the RFP at any time prior to the award the Agreement.
- 2.36. Damages Arising from RFP Specifications. A Subrecipient may not be compensated for damages arising from inaccurate or incomplete information in the RFP, specifications or from inaccurate assumptions based upon the specifications.





2.37. Protests. Objections to the Agreement award may be filed through a protest. Such protest must comply with the following information:

2.37.1. The protest must be filed by a prospective or actual Subrecipient objecting to the award of an Agreement resulting from this RFP. The protest must be in writing and contain the following information:

- 2.37.1.1. Name, address, and telephone number of the protester.
- 2.37.1.2. Name and number of the RFP being protested.
- 2.37.1.3. Detailed statement of the legal and factual grounds for the protest, including copies of any relevant document.
- 2.37.1.4. Request for a ruling by ODH.
- 2.37.1.5. Statement as to the form of relief requested from ODH; and
- 2.37.1.6. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

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

- 2.37.2.1. 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.

2.37.2.2. 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.

2.37.3 All protests must be filed at the following location:

Ohio Department of Health  
Office of Procurement Services  
Attention: Natasha McDaniel  
246 North High Street

2.38. 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 122.921 of the Ohio Revised Code and Rule 164-1-32 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement, which encourages the Subrecipient 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, visit the Ohio Department of Development (DEV), Minority Business Development Division (MBDD) website at: <https://development.my.site.com/ODSA/s/mbddcertifications>.

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



- 2.38.1 Select "Locate MBE-Certified Providers and Download Certifications" as the "MBDD Search Area"
- 2.36.2 Select "Search"; and
- 2.36.3 A list of Ohio MBE Certified Service Providers will be displayed.

- 2.39. **Embedded Minority (MBE) Set-Aside.** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Development pursuant to Section 122.921 of the Ohio Revised Code and the corresponding sections of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement which encourages the Offeror 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 Development's Minority Business Certification web site at:

<https://development.ohio.gov/business/minority-business/business-certifications/office-of-business-certifications>.

This RFP contains a sheltered solicitation requirement which encourages the Offeror to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses.

ODH has included in the Evaluation Scoring Formula of this RFP:

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

In seeking solicitations from Ohio certified MBE Subrecipient, the Offeror must:

- 2.39.1 Identify a UNSPS code, specific to six digits, that is appropriate for the work which will be subcontracted. The codes can be reviewed at the following link:
  - [https://procure.ohio.gov/static/pdf/UNSPSC and NAICS Effective 06\\_08\\_2020.xlsx](https://procure.ohio.gov/static/pdf/UNSPSC and NAICS Effective 06_08_2020.xlsx).
- 2.39.2 Utilize a competitive process to which only Ohio MBEs certified for the chosen code may respond;
- 2.39.3 Have established criteria by which Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- 2.39.4 Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.
- 2.39.5 MBE Subrecipient Plan. Offeror's proposal must include an Ohio certified MBE Subrecipient plan (Plan).
  - 2.39.5.1 The Plan must:





- State the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE Subrecipient only;
  - Include a description of a competitive process used for the selection of Ohio certified MBE Subrecipient to which only Ohio certified MBEs responded, and (c) identification of proposed portions of the Work to be performed by Ohio certified MBE Subrecipient.
- 2.39.6 Tracking. The Subrecipient shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by the selected Ohio certified MBE Subrecipient along with documentation of the Ohio certified MBE Subrecipient's activities. Subrecipient shall report all Ohio certified MBE Subrecipient payments under this Contract monthly to the Agency. Compliance with the Subrecipient's proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the Subrecipient being found in breach of contract.
- 2.39.7 Modification or Waiver. Subrecipient may apply in writing to the Agency, on a form prescribed by DAS, for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least 30% of the Work is completed or after 80% of the work is completed. Subrecipient shall submit evidence acceptable to Agency demonstrating that Subrecipient made a good faith effort to seek Ohio certified MBE Subrecipient, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, Agency will determine whether Subrecipient's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Subrecipient will have an opportunity to attain the percentage before the completion of the work. Compliance with any modified cost set-aside percentage is a term of this contract and failure to attain the percentage by the expiration of the contract may result in the Subrecipient being found in breach of contract.
- 2.39.8 Fee At Risk. Compliance with Offeror's MBE set-aside cost percentage is a term of this contract. Subrecipient agrees to place its payment at risk in an amount equal to 10% of the MBE set aside cost percentage amount, to be deducted from each invoice throughout the duration of the Contract for failure to attain the MBE set-aside percentage by the end of each Contract term. The total MBE spend will be reconciled with the amount held at risk at the end of each term.
- 2.40. 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. To be eligible for certification, the applicant business must satisfy one of the following criteria:
- 2.40.1 At least ten percent of its employees are veterans or active service.
  - 2.40.2 At least fifty-one percent of the applicant business is owned by veterans or persons on active service.
  - 2.40.3 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



- 2.40.4 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 109:2-1-02 of the Ohio Administrative Code](#). Information regarding how to obtain this Business Certification can be located at the following link [http: https://ohio.gov/business/resources/vbe](http://https://ohio.gov/business/resources/vbe) .