

# OHIO DEPARTMENT OF HEALTH CONTRACTOR REQUEST FOR PROPOSAL (RFP)

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

## 1. PROJECT INFORMATION.

- 1.1 Project Title Managed Healthcare Services Related to COVID-19 Response and Treatment
- 1.2 Posting Date: October 9, 2020 – December 16, 2020
- 1.3 Due Dates: December 16, 2020
- 1.4 Inquiry Start Date: November 6, 2020
- 1.5 Inquiry End Dates: November 16, 2020
- 1.6 Bidders Conference: November 9, 2020
  - 10 a.m. -12 p.m. EST
  - 614-230-0229 Meeting ID: 52043
- 1.7 Project Background. The Ohio Department of Health (ODH) wishes to procure services so that designated healthcare entities within the State may utilize in its COVID-19 response collectively. Hence, there is a need to procure an organization that can provide Health Care/Nursing Home etc. staffing as needed at various facilities throughout the state. The model needed for each facility is to work directly with the contracted vendor and pay for the staffing services. The role for ODH will be to establish the structure and manage the relationship with the contractor and facilities and pay a management fee to allow access to the resources.
- 1.8 Project Objective. The objective of the project is to quickly and effectively meet the urgent staffing needs driven by increased demand and shortages of core staff due to the COVID-19 outbreak.
- 1.9 Project Award. One (1)
- 1.10 Agreement Term. January 1, 2021 – June 30, 2021

## 2. Project Period. CONTRACTOR REQUIREMENTS. Offeror shall provide evidence of company history, years in business, number of employees, financial stability and capacity to perform the work.

Offeror shall provide documentation of previous experience and expertise for a minimum of two (2) projects within the last three (3) years of a similar size, scope and nature.

Offeror shall provide documentation of their experience within the last three (3) years' working with Healthcare facilities, Nursing homes providing staffing as needed for various facilities throughout a state.

Provide healthcare delivery organizations a rapid response staffing program designed to meet the urgent staffing needs that may be driven by increased demand for healthcare professionals and shortages of core staff due to COVID-19 pandemic.

Offeror must provide the following services:

- **Managed Services on Demand**-customized program managed workforce solutions designed to meet the demands of Locum, Nursing, Allied and Non-clinical professional services;
- **Contract Management**-ability to engage all stakeholders in a careful process that ensures competitive market rate structures and supplier commitment by establishing a vendor panel across all geographies.
- **Dedicated resources**-ability to manage the entire process from the initial requisition creation to time collection and invoicing. A single point of contact that acts as a liaison between suppliers and internal stakeholders

- **Compliance Management**-provide comprehensive initial screening. All certifications, documents, and health information must be verified and uploaded to ensure 100% compliance with HR requirements.
- **Vendor Management Software**-flexible transparent platform that is customizable to allow for variability by facility and location with process workflows to accommodate all contingent labor categories to include Locums, Nursing, Allied, and Non-Clinical.
- **Intelligence**-a real time dashboard and reports which are delivered to key stakeholders for enhanced visibility into utilization, vendor performance, and quality of staff.

2.2 Candidate Expertise Requirement: Key candidates shall provide resumes that clearly identifies their roles and experience as related to the contract and the percentage of time dedicated to the work.

Primary roles include doctors, healthcare/nursing staff with no less than One (1) year experience working in a healthcare/nursing home environment

2.4 Mandatory Licenses &/or Certifications Required: None

### 3 SCOPE OF WORK AND DELIVERABLES.

#### 3.1 Scope of Work.

SCOPE OF WORK	
3.1.1	Offeror shall use best efforts to provide temporary staff contracting and vendor management services to assist government entities and healthcare entities in managing their contract labor usage and costs Management Services, Offeror shall use best efforts to provide additional temporary staff in a rapid response capacity that can respond to emergent staffing needs of facilities with response times to facilities averaging less than 40 hours. A memorandum of Understanding (“MOU”) shall be executed with each Facility approved to utilize Services under this Agreement prior to the initiation of any Services, to participate under this Agreement. For Services requested from approved Facilities, offeror is authorized to meet Facilities’ needs first using offeror’s own resources and staffing, which includes resources and staffing of offeror’s affiliated companies. If offeror’s staffing and resources are unavailable at the time of the request, offeror will negotiate and manage Agency Contracts with other staffing agencies that are appropriate for the Facilities’ expressed needs and that meet the Customer’s pricing and service-level requirements.
3.1.2	Offeror will use its best efforts to make Agency Contracts, available to Facilities added via MOU to meet the current or anticipated labor modalities and types (travel & per diem) both clinical and non-clinical. Offeror will negotiate and manage Agency Contracts with staffing agencies appropriate for Facilities’ expressed needs and that meet Facilities’ pricing and service level requirements. A temporary staffing agency may not offer an exclusive arrangement with Customer or Facility, but an agency is permitted to have contracts with other Customers of offeror. Customer and Facilities each reserve the right to select other contractors to provide goods and services like goods and services described in this Agreement during the term of the Agreement.
3.1.3	Offeror shall provide the following Vendor Management Services: (i) managing relationships with Agency Contract vendors and monitoring their adherence to contract pricing and service levels, including evaluating vendors based on their delivering temporary staff according to negotiated contract terms; (ii) requiring Agency Contract vendors to provide rigorous and timely reporting of critical procurement metrics; (iii) managing relationships with Customer and designated Facilities to ensure that Customer’s staff are informed of the Agency Contracts and ordering procedures; (iv) providing systems, processes and training to assist Customer and designated Facilities in their day-to-day ordering of temporary staff under Agency Contracts; (v) reporting Agency Contract compliance and other utilization metrics to Customer and designated Facilities; (vi) providing Agency Contract vendors with reports of their performance evaluations; (vii) renegotiating and renewing Agency Contracts to refresh pricing structures and performance contingencies in accordance with changing market conditions (these services will be performed on an as-needed basis upon mutual agreement of the Parties); and (viii) managing Agency Contracts to ensure that they reflect up-to-date information on eligibility and any other pertinent information. Offeror will provide Customer and designated Facilities with staffing and reporting

	systems to manage and monitor temporary clinical agency usage and spending through the Agency Contracts.
3.1.4	Offeror will assist in various aspects of temporary staff ordering, fulfillment, and compliance, employ technology systems that increase clinical staffing procurement visibility. Specifically, providing Customer and Facilities with a license to offeror's proprietary web-based technology solution System under the terms and conditions set forth. The Offer's priority web-based technology solution system will enable Customer and designated Facilities to actively manage the ordering, fulfillment, and compliance of temporary staff in addition to tracking the credentials and performance of temporary staff. Through its web-based technology System, Customer and Facilities will have access to certain clinical licensure, employment, health, and other information. Customer and Facilities acknowledge that such information is provided to Customer and Facilities directly by clinical staffing agencies, and offeror is not responsible for the accuracy of such information. Customer and Facilities will modify current contract labor staffing processes as required to realize benefits of the web-based technology solution System.
3.1.5	Offeror will provide a core account management team to perform the Managed Services Provider (MSP) under this Agreement and to provide ongoing operational support to each Customer.
3.1.6	Offeror shall provide (and may provide upon request from the individual Facilities), Customer with copies of Agency Contracts entered into under this Agreement and any amendments to or expirations or terminations of those Agency Contracts.

3.2 Deliverables and Due Dates.

DELIVERABLES		DUE DATE
3.2.1	Provide temporary staff contracting and vendor management services to assist government entities and healthcare entities in managing their contract labor usage and costs Management Services	As needed
3.2.2	Negotiate and manage Agency Contracts with staffing agencies appropriate for Facilities' expressed needs and that meet Facilities' pricing and service level requirements.	As needed
3.2.3	Provide temporary staff in a rapid response capacity that can respond to emergent staffing needs of facilities with response times to facilities averaging less than 40 hours.	As needed
3.2.4	Provide Vendor Management Services (1) managing relationships with Agency Contract vendors and monitoring their adherence to contract pricing and service levels (2) Provide rigorous and timely reporting of critical procurement metrics (3) Insure customers staff are informed of Agency contracts and ordering procedures (4) provide day-to-day ordering of temporary staff under agency contract (5) Report agency contract compliance to customer and designated facilities (6) provide performance evaluation reports to agency contract vendors (7) negotiate and renew agency contracts to refresh pricing structures and performance contingencies with changing market conditions (8) manage agency contracts to ensure they reflect up-to-date information and eligibility.	Daily
3.2.5	Provide various aspects of temporary staff ordering, fulfillment, and compliance, employ technology systems that increase clinical staffing procurement visibility.	As needed
3.2.6	Provide a core account management team to perform as the MSP and provide ongoing operational support to each customer.	As needed
3.2.7	Provide customers with copies of Agency contracts, amendments, expirations or terminations of the agency contracts.	As needed

4. TECHNICAL EVALUATION CRITERION:

CONTRACTOR PROFILE		WEIGHT
4.1	Offeror provided in their proposal evidence of company history, years in business, number of employees, financial stability and capacity to perform the	5
4.2	Offeror provided in their proposal evidence of experience and expertise with two (2) projects within the last three (3) years of similar size, scope, and nature.	5
4.3	Offeror provided documentation in their proposal showing their experience within the last three (3) years' working with Healthcare facilities, Nursing homes providing staffing as needed for various facilities throughout a state.	5
4.4	Offeror showed in their proposal that they could provide healthcare delivery organizations a rapid response staffing program designed to meet the urgent staffing needs that may be driven by increased demand for healthcare professionals and shortages of core staff due to COVID-19 pandemic	5
4.5	Offeror showed in their proposal that they could provide managed services on demand, Contract Management, Dedicated resources, Compliance Management, Vendor Management Software and Intelligence.	10

STAFFING PLAN (PERSONNEL PROFILE)		WEIGHT
4.6	Offeror showed in their proposal that key candidates proposed to be working on the project provided resumes that clearly identifies their roles and experience as related to the contract and the percentage of time dedicated to the work.	5
4.7	Offeror showed in their proposal that primary candidate roles include doctors, healthcare/nursing staff with no less than One (1) year experience working in a healthcare/nursing home environment.	5

WORK PLAN		WEIGHT
4.8	Offeror showed in their proposal that they could provide temporary staff, rapid response contracting and vendor management services to assist government entities and healthcare entities in managing their contract labor usage and costs Management Services	10
4.9	Offeror showed in their proposal that they could negotiate and manage Agency Contracts with staffing agencies appropriate for Facilities' expressed needs and that meet Facilities' pricing and service level requirements	10
4.10	Offeror showed in their proposal they could provide temporary staff in a rapid response capacity that can respond to emergent staffing needs of facilities averaging less than 40 hours.	5
4.11	Offeror showed in their proposal that they could provide Vendor Management Services by (1) managing relationships with Agency Contract vendors and monitoring their adherence	15

	to contract pricing and service levels (2) Providing rigorous and timely reporting of critical procurement metrics (3) Insuring customer staff are informed of Agency contracts and ordering procedures (4) provide day-to-day ordering of temporary staff under agency contract (5) Reporting agency contract compliance to customer and designated facilities (6) providing performance evaluation reports to agency contract vendors (7) negotiating and renewing agency contracts to refresh pricing structures and performance contingencies with changing market conditions (8) managing agency contracts to ensure they reflect up-to-date information and eligibility.	
4.12	Offeror showed in their proposal that they could provide various aspects of temporary staff ordering, fulfillment, and compliance, employ technology systems that increase clinical staffing procurement visibility.	10
4.13	Offeror showed in their proposal that they could provide a core account management team to perform as the MSP and provide ongoing operational support to each customer.	5
4.14	Offeror showed in their proposal that they could provide customers with copies of Agency contracts, amendments, expirations or terminations of the agency contracts.	5

<b>TOTAL</b>	<b>100</b>
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4. PROPOSAL SCORING

CRITERIA	MAXIMUM ALLOWABLE POINTS
Technical Proposal	100
Cost Proposal	50
MBE Set -Aside	50
Total	200

5. INSTRUCTIONS

6.1. 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.

6.2. 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.

6.2.1. Company Narrative. Responses to the RFP shall include a short narrative describing the following:

- 6.2.1.1. Description of the Contractor's experience and expertise conducting projects of similar size and scope.
- 6.2.1.2. Contractor's ability to meet minimum requirements.
- 6.2.1.3. Contractor's capacity to provide the services required.

- 6.2.1.4. Documentation of Contractor's soundness and financial capability to perform the work.
- 6.2.1.5. 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.
- 6.2.2. Project Narrative. Responses to the RFP shall include a detailed project narrative describing the following:
  - 6.2.2.1. Identification of the objectives, strategies, methodology, services and deliverables that Contractor proposes to provide.
  - 6.2.2.2. Use of evidence-based practices, if applicable.
  - 6.2.2.3. Timeline for completion of services and deliverables.
  - 6.2.2.4. Ability and experience of key project personnel intended to work on the project and their responsibilities to the project. Include resumes.
  - 6.2.2.5. Identification and description of any proposed Subcontractors. Contractor may not subcontract any work or services of the type described in project scope of work and deliverables without ODH prior written approval.
- 6.2.3. Project Work Plan. Responses to the RFP shall include a detailed project implementation plan describing the following:
  - 6.2.3.1. 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.
  - 6.2.3.2. Description of the location and principal office from which the work is to be performed.
  - 6.2.3.3. Identification of the amount of time that lead, and key project personnel will be expected to work on the project.
  - 6.2.3.4. Description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.
  - 6.2.3.5. Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- 6.3. Proposal Submittal. Contractor 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.
- 6.4. 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.
- 6.5. 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)
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.

- 6.10. 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.
- 6.11. 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.
- 6.12. Rejected Proposals. ODH may reject any proposal in whole or in part, if any of the following circumstances are true:
- 6.13.1. Proposals are not in compliance with the required format stated in the RFP.
  - 6.13.2. Proposals do not address all of the requirements of the RFP.
  - 6.13.3. The price is excessive in comparison with market conditions or with the available funds of the Agency.
  - 6.13.4. ODH determines that awarding any item is not in the best interest of the Agency.
- 6.13. 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.
- 6.14. 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.
- 6.15. 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.
- 6.16. 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.
- 6.17. 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.
- 6.18. Samples. ODH may require Contractors to provide samples or examples of wFork, 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.
- 6.19. 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.
- 6.20. 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 4 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.

- 6.21. 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.
- 6.22. Cost Proposal Evaluation. ODH will calculate the Contractor's Cost Proposal points after the Contractor's total technical points are determined, using the following method:

Cost Points = (Lowest Contractor's Cost/Contractor'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.

- 6.23. 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: \_\_\_\_\_ + 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. ODH may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 6.24. 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.
- 6.25. Agreement Negotiation. It is at the discretion of ODH 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.
- 6.26. 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.

- 6.27. 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.
- 6.28. 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.
- 6.29. ODH Withdrawal of the RFP. ODH reserves the right to withdraw the RFP at any time prior to the award the Agreement.
- 6.30. 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.
- 6.31. Protests. Objections to the Agreement award may be filed through a protest. Such protest must comply with the following information:
- 6.31.1. 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:
- 6.31.1.1. Name, address and telephone number of the protester;
  - 6.31.1.2. Name and number of the RFP being protested;
  - 6.31.1.3. Detailed statement of the legal and factual grounds for the protest, including copies of any relevant document;
  - 6.31.1.4. Request for a ruling by ODH;
  - 6.31.1.5. Statement as to the form of relief requested from ODH; and
  - 6.31.1.6. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
- 6.31.2. A timely protest will be considered within the following periods:
- 6.31.2.1. 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.
  - 6.31.2.2. 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.
- 6.31.3 All protests must be filed at the following location:
- Ohio Department of Health
  - Office of Procurement Services, 4<sup>th</sup> Floor
  - Attention: Fredrick Miller
  - 246 North High Street
- 6.32. Minority Business Enterprise Program. ODH is committed to making more Agreements 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.

- 6.32.1 Select "Locate MBE Certified Providers" as the EOD Search Area selection;
- 6.32.2 Select "MBE Certified Providers" link;
- 6.32.3 On the subsequent screen select "All Procurement Types" as a search criterion;
- 6.32.4 Select "Search"; and
- 6.32.5 A list of Ohio MBE Certified Service Providers will be displayed.

6.33. **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:

- 6.33.1 Utilize a competitive process to which only Ohio certified MBEs may respond;
- 6.33.2 Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
- 6.33.3 Require the MBE subcontractor to maintain their certification throughout the term of the Agreement, including any renewals; and,
- 6.33.4 Propose the awarded MBE as a subcontractor under this RFP.
- 6.33.5 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

- 6.33.6 For this RFP Ohio certified MBEs that are the prime must subcontract with an Ohio certified MBE to meet the above requirement.
- 6.33.7 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.

6.34. **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.

6.35. **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:

- 6.41.1 At least ten percent of its employees are veterans or on active service;
- 6.41.2 At least fifty-one percent of the applicant business is owned by veterans or persons on active service;
- 6.41.3 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