



**Manufacturing
Extension Partnership**

Appendix A

Ohio Manufacturing Extension Partnership Program

Program Years 2020-2021

***RFP Process, Awards Process and
Mandatory Compliance***

Appendix A – RFP Process, Awards Process, and Mandatory Compliance

Request for Proposals Process: This Ohio Development Services Agency (“Development”) Request for Proposals (RFP) process will consist of the following steps:

I. Release of Request for Proposal (RFP)

This RFP will be released by publication on the State of Ohio Procurement website at <http://procure.ohio.gov/proc/index.asp> and the Development website at https://development.ohio.gov/bs/bs_mep.htm.

II. Letter of Interest

A prospective Lead Applicant must submit a Letter of Interest via email to MEPRFP@development.ohio.gov. The Letter of Interest should be addressed to the State Director, Ohio Manufacturing Extension Partnership, with “MEP Letter of Interest” appearing in the subject line.

The Letter of Interest must be printed on the Lead Applicant organization’s letterhead and signed by an executive authorized to commit the organization. The letter must include the following information: the prospective Lead Applicant’s name, address, phone number, contact person (first and last name), including e-mail address for the contact, region(s) to be served, proposed Partners, Federal funds to be requested, estimated State Funds to be requested, estimated cash Cost Share, and a brief summary of the proposed Project. The Letter of Interest should not exceed two pages. Development reserves the right to provide comments back to the Lead Applicant on any Letter of Interest submitted, and to schedule a face-to-face meeting with the Lead Applicant to discuss the proposed Project.

Please note, no proprietary or trade secret information may be included in the Letter of Interest as these records will be posted to the RFP website in their original format. While submitting a Letter of Intent does not obligate the prospective Lead Applicant to submit a Proposal, a Proposal will not be reviewed unless a Letter of Interest for such Proposal has been submitted.

III. Questions and Answers (Q&A) and Communications

a. Question and Answer Period

All questions regarding this RFP must be submitted to Development staff via email. All questions and inquiries must be sent to MEPRFP@development.ohio.gov with a subject line of “2020 Special RFP Q&A”.

b. Communication during Proposal Period

After a Proposal is submitted for this program RFP, Development reserves the right to request additional information from any or all Lead Applicants to assist in its evaluation process. However, no Lead Applicant, partner or others acting on their behalf may contact any

Development staff, State of Ohio Executive Branch members or Development's external evaluators (if any), outside of the Q&A process, regarding the submitted Proposal during the Proposal Period. The Proposal Period is considered to be the date of Proposal submission for this RFP through the date of Development's award/rejection decision for that Proposal. Current Lead Applicants responding to this RFP are expected to limit their contact to those Development staff with whom they ordinarily interact regarding the administration of Development programs and grants. Lead Applicants, partners and others acting on their behalf are to avoid direct contact with U. S. Department of Commerce (NIST) or other Development staff during the Proposal Period, other than that which might occur at regularly scheduled meetings, or with respect to programs other than MEP.

- c. If a Lead Applicant, Partner and/or others acting on their behalf makes prohibited contact, Development in its discretion may subject the Proposal to elimination from the RFP process.

IV. Submittal of Proposal

It is the responsibility of each Lead Applicant to ensure that Development's Office of Small Business & Entrepreneurship receives Proposals by the submission deadline. Late Proposals will not be reviewed nor considered.

A Lead Applicant must ensure that a Proposal submitted in response to this RFP complies with all the requirements set forth in this RFP. All Lead Applicants are advised to read this RFP carefully to ensure a complete understanding of the Proposal requirements. In particular, the form, format, and content of all Proposals must follow the directions provided in Sections 2, 3 and 4 and use the forms presented in the Appendices. The Lead Applicant is solely responsible to ensure its Proposal is complete, accurate, responsive to the requirements of this RFP, and received by Development's Office of Small Business & Entrepreneurship by the deadline provided on the cover of this RFP.

Note: All costs incurred in preparation of a Proposal shall be borne by the Lead Applicant and its team. Proposal preparation costs and/or Proposal consultancy costs are not recoverable from Development funds nor will they be considered as Cost Share to the Project. The State shall not otherwise contribute to or be liable for the costs of Proposal preparation.

Awards Process: Development's Awards Process will consist of the following steps:

I. Proposal Review and Evaluation Procedures

Development uses a competitive, objective, and transparent process to make awards to projects based on proposals that reflect meritorious statement of work content, sound business plans, and the potential for positive impacts on economic conditions in Ohio.

Upon receipt of proposals, Development staff will conduct an administrative review using an established written protocol to screen proposals for compliance with the objective content requirements defined in the RFP. Examples of proposal elements checked in the screening process include Lead Applicant eligibility and proposal completeness. Proposals found not to comply with this RFP's requirements may be eliminated from the competition and not reviewed further.

Proposals that are deemed to be compliant will be ranked using the criteria outlined in Section 4 of the RFP. In order to ensure the highest quality of service for the state as a whole, Development staff may contact Lead Applicants to request modifications to the services offered or funds requested.

II. Award Decision

Development staff will recommend to the Director of Development (“Director”) for funding a proposal or set of proposals that in combination represent the highest quality and the best coverage of the state’s regional MEP program needs. Development staff will notify Lead Applicants whose proposals have been recommended for funding, as well as those whose proposals have not been selected, shortly after the evaluation is complete.

The decision of the Director regarding funding of any and all proposals is final.

III. Award and Agreement Preparation and Execution

Awards of Ohio MEP funds will be made based on proposals as submitted (including any such modifications that may be identified during the review and evaluation process and as may be agreed by the Lead Applicant), the Project budget, and any conditions set forth by the Director or NIST. The Grant will remain open for the duration of the Project, plus a reporting period to be determined by Development during which annual reports are required to be submitted to Development.

Development will prepare a Grant Agreement, a legal agreement setting forth the terms and conditions upon which MEP funds are awarded and the respective rights and obligations of the Lead Applicant and the State of Ohio with respect to Development funds, federal funds and the Project for which they are to be used. The Grant Agreement will incorporate the proposal and Project budget, as either may have been modified by evaluation findings, funding decisions, or other terms or conditions consistent with the approval of Development. Development may require the Lead Applicant to provide cash flow projections on a quarterly basis.

Grant Agreements are sent to Lead Applicants for review and signature. Development executes Grant Agreements on behalf of the State after the Grant Agreement is accepted by the Lead Applicant. After Development executes the Grant Agreement, the Grant is entered on the state’s accounting system and invoices may be submitted. Once the Grant Agreement is fully-executed, the Lead Applicant will be considered and referred to as a “Grantee”.

A Grantee is required to complete the Project as described in the Grantee’s Proposal as submitted and with only those modifications as agreed by the Grantee and Development in finalizing the Grant Agreement. Development will assign a Program Manager who will work with the Grantee throughout the Project Period. Development staff and the Grantee will negotiate the performance metrics provided in the RFP and will be used to measure progress on the Grant Agreement.

All Grantees will be required to submit to Development quarterly progress data and semi-annual metrics reports, as well as invoices and expenditures reports, to document achievement of Project milestones, to report Project-related success stories, and to submit post-Project completion annual reports for a period of time to be determined by Development. All reports and invoices will be submitted in the form and format required by Development, which may change

from time to time.

From time to time during the Term of the Agreement, a Grantee may organize conferences or other events open to industry representatives or the general public related to the Project, the subject matter of the Project or associated work of the Grantee or its partners. In consideration of the Grant, up to two representatives of the Grantor may attend such conferences and events for the purposes of sharing information between the Grantee, its partners and other constituents, and the Grantor. The Grantee shall provide the Grantor reasonable advance notice of any such conferences and events. The Grantor will not be charged registration fees to attend such events.

Mandatory Compliance: The following restrictions apply to all Development Projects:

I. Human and Animal Research

For any Proposal that includes use of human subjects, the Lead Applicant's and each partner's human subject policies and procedures must comply with the Code of Federal Regulations, Title 45, Part 46. For any Proposal that includes use of animal subjects, the Lead Applicant's and each Partner's animal subject policies and procedures must comply with US Code, Title 7, Sections 2131-2156.

II. Obligations to the State; Compliance with Laws

Grantees will be required to certify in the Grant Agreement that they do not owe: 1) any delinquent taxes to the state or a political subdivision of the state; 2) any monies to the state or a state agency for the administration or enforcement of any environmental laws of the state; and 3) any other monies to the state, a state agency, or a political subdivision of the state that are past due, whether the amounts owed are being contested in a court of law or not.

Grant Agreements will require Grantees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantees must accept full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantees on the performance of the work authorized by the Grant Agreements.

III. Compliance with Governor's Executive Order 2011-03K

In accordance with Executive Order 2011-03K, Grantee, by its signature on the Grant Agreement, certifies 1) it has reviewed and understands Executive Order 2011-03K, 2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and 3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws is, in itself, grounds for termination of the Grant Agreement and the grant of funds made pursuant to the Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Executive Order can be found at <http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO2011-03.pdf>.

IV. Other Compliance

State funds may not be used for research involving tissue obtained from aborted fetuses.
(See Ohio Revised Code Section 2919.14)

Additional Mandatory Compliance: The following definitions apply to the Ohio MEP program:

I. Client

NIST MEP uses client records for the purpose of conducting an in-house project impact survey measuring the realized impacts (sales, investment, employment, cost of goods sold, etc.) of our services to our clients. Client information may also be used for other purposes such as market and industry research and the coordination of National Account activities.

In order to be successfully submitted into the NIST MEP database, clients must have valid manufacturing NAICS codes or be assigned NAICS Code 541711 or 541712 identifying the client as having a Research and Development function. Please see the list of current manufacturing NAICS codes, Sectors 31-33, at http://www.census.gov/manufacturing/numerical_list/.

Expansion of NAICS Codes effective April 1, 2014

- 423510 Metal Service Centers and Other Metal Merchant Wholesalers
- 488991 Packing and Crating
- 541330 Engineering Services
- 541380 Testing Laboratories
- 561910 Packaging and Labeling Services
- 811310 Commercial and Industrial Machinery & Equipment (except Automotive & Electronic) Repair & maintenance

In order to be accepted into MEIS, clients must have a DUNS Number that corresponds with a manufacturing or Research and Development NAICS Code or one of the expanded NAICS Codes. NIST MEP through our relationship with Dun and Bradstreet has provided centers with a one-stop-shop portal within MEIS for obtaining DUNS numbers and obtaining or adding manufacturing and Research and Development NAICS Codes. Please use the D&B Portal located within MEIS, <https://meis.nist.gov/layouts/MEIS/Admin/DandB/dunshome.aspx>, for obtaining DUNS Numbers and NAICS Codes and researching your clients. If you do not have a username and password for MEIS, you can register at <https://meis.nist.gov>.

We realize that you may be providing technology deployment services to clients that may not be specifically identified with a manufacturing NAICS code. If the client is engaged in R&D in the physical, engineering, and life sciences, such as agriculture, electronics, environmental, biology, botany, biotechnology, computers, chemistry, food, fisheries, forests, geology, health, mathematics, medicine, oceanography, pharmacy, physics, veterinary, and other allied subjects, the 541711 and 541712 NAICS codes for Research and Development are acceptable.

Any questions or concerns must be directed to the Ohio MEP State Director for clarification.

II. Projects

Project/Event information can be submitted to NIST MEP in two ways, as either a single or batch submission. Both types of submissions are detailed below. A comprehensive list of data fields is available upon award of the Grant.

Single or Batch Submission

The NIST MEP database must contain one record for each project or event conducted with a client manufacturing establishment (CME). Each Project/Event will be directly associated to one of your Funding Agreement Ids. Projects are reported with a single Client ID and Events have multiple Client IDs per record. Clients must be in the system before submitting projects.

Project/Event information is collected for the purpose of conducting an in-house project impact survey measuring the realized impacts (sales, investment, employment, cost of goods sold, etc.) of services to our clients. Surveys are conducted six months after the completion of the project. All projects and events reported to NIST MEP will be surveyed.

In order to be accepted into MEIS, Center Operations projects must be associated with clients that have a DUNS Number that corresponds with a manufacturing or Research and Development NAICS Code or one of the expanded NAICS Codes. NIST MEP through our relationship with Dun and Bradstreet has provided centers with a one-stop-shop portal within MEIS for obtaining DUNS numbers and obtaining or adding manufacturing and Research and Development NAICS Codes. Please use the D&B Portal located within MEIS, <https://meis.nist.gov/layouts/MEIS/Admin/DandB/dunshome.aspx>, for obtaining DUNS Numbers and NAICS Codes and researching your clients. If you do not have a username and password for MEIS, you can register at <https://meis.nist.gov>. See Survey Schedule below.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Period	January 1 – March 31	April 1 - June 30	July 1 – September 30	October 1 – December 31
Start Date	April 17	July 17	October 17	January 17
End Date	May 14	August 14	November 14	February 14

Projects/Events should only be submitted if the interaction was substantive which means the project or event facilitated measurable changes in a U.S. based manufacturing firm's operations that affected the firm's performance and had measurable impact.

Each individual project/event reported on the PIF must be assigned a unique project/event identifier. This unique id will identify each interaction. The project/event id is not the same as a service identifier, used by the CAR to uniquely identify services.

CARs should be careful when reporting the number of hours for an event. The total number of hours for the event should be reported without multiplying the number of hours by the number of clients or attendees.

Project Value

The Project Value is the calculated value of CAR + 3rd Party + Other. The total should be a reasonable approximation of the value of the project/service to the client from all parties involved in the delivery and funding.

CAR Value	3rd Party Value	Other Value	Total Project Value
The portion of the total project value delivered by the CAR. This value could include in-house delivery, co-delivery with a third party and/or other organization or in-house project management for work provided by a 3 rd party.	The portion of the total project value delivered by the 3 rd Party. This value could be a sub-recipient or 3 rd Party contributor. Any 3 rd party organization that is helping deliver services must also be listed/detailed in the CAR Partners including the types of services provided, organization type, and NGS rationale.	The portion of the total project value funded by any other party. This value could be a state government grant program or government economic subsidy.	The calculated value of CAR + 3 rd Party + Other. The total should be a reasonable approximation of the value of the project/service to the client from all parties involved in the delivery and funding.

Project Hours

The Project Hours is the calculated hours of CAR + 3rd Party + Other. The total should be a reasonable approximation of the hours spent on the project (project management, analysis, processing, and delivery) of the project/service to the client from all parties involved.

CAR Hours	3rd Party Hours	Other Hours	Total Project Value
The portion of the total project hours delivered by the CAR. These hours could include in-house delivery, co-delivery with a third party and/or other organization or in-house project management for work provided by a 3 rd party.	The portion of the total project hours delivered by the 3 rd Party. These hours could be a sub-recipient or 3 rd Party contributor. Any 3 rd Party organization that is helping deliver services must also be listed/detailed in the CAR Partners including the types of services provided, organization type, and NGS rationale.	The portion of the total project hours funded by any other party. These hours could be a state government grant program or government economic subsidy.	The calculated hours of CAR + 3 rd Party + Other. The total should be a reasonable approximation of the hours of the project/service to the client from all parties involved in the delivery and funding.