



**Manufacturing  
Extension Partnership**

# **Appendix A**

**Ohio Manufacturing Extension Partnership Program**

**Program Years 2017-2021**

***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 (“DSA”) 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 DSA website at [https://development.ohio.gov/bs/bs\\_mep.htm](https://development.ohio.gov/bs/bs_mep.htm).

### **II. Letter of Intent**

A prospective Lead Applicant must submit a Letter of Intent via the online application portal, which may be accessed through the DSA website at <https://development.ohio.gov/MEPApp/> (see e-mail backup in the proposal instructions), as a condition to submitting a Proposal. The Letter of Intent should be addressed to the State Director, Ohio Manufacturing Extension Partnership, with “MEP Letter of Intent” appearing in the subject line.

The Letter of Intent 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, estimated Donated (“In-Kind”) Services, and a brief summary of the proposed Project. The Letter of Intent should not exceed two pages. DSA reserves the right to provide comments back to the Lead Applicant on any Letter of Intent 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 Intent 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 Intent for such Proposal has been submitted.

DSA will assign each Letter of Intent submitted an identification number for the anticipated Proposal. The identification number must appear on the Application Information Page of the Proposal. See Appendix B – Application Forms.

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

#### **a. Question and Answer Period**

All questions regarding this RFP must be submitted to DSA staff in writing via email. All questions and inquiries must be sent to [MEPRFP@development.ohio.gov](mailto:MEPRFP@development.ohio.gov) with a subject line of “2016 RFP Q&A”.

#### **b. Communication during Proposal Period**

After a Proposal is submitted for this program RFP, DSA 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 DSA staff, State of Ohio Executive Branch members or DSA'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 DSA's award/rejection decision for that Proposal. Current Lead Applicants responding to this RFP are expected to limit their contact to those DSA staff with whom they ordinarily interact regarding the administration of DSA programs and grants. Lead Applicants, partners and others acting on their behalf are to avoid direct contact with Department of Commerce (NIST) or other DSA 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, DSA 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 DSA'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 DSA'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 DSA 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:** DSA's Awards Process will consist of the following steps:

#### **I. Proposal Review and Evaluation Procedures**

DSA 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, DSA 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, DSA staff may contact Lead Applicants to request modifications to the services offered or funds requested.

## **II. Award Decision**

DSA staff will recommend to the Director of DSA (“Director”) for funding a set of proposals that in combination represent the highest quality and the best coverage of the state’s regional MEP program needs. DSA 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, subject to any modifications directed by the Controlling Board as described in paragraph III below.

## **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 DSA during which annual reports are required to be submitted to DSA.

Following selection by DSA, an award of MEP funds must be approved by the state’s Controlling Board, a legislative body that reviews appropriations of state funds. DSA will request Controlling Board review as soon as possible after the funding decision. If requested, Lead Applicants selected by DSA for funding must attend the Controlling Board meeting at which their applications for funding are to be considered. The Controlling Board process normally takes a minimum of 45 to 60 days to complete.

DSA 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 DSA 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 DSA. DSA 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. DSA executes Grant Agreements on behalf of the State after the Grant Agreement is accepted by the Lead Applicant. After DSA 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 DSA in finalizing the Grant Agreement. DSA will assign a Program Manager who will work with the Grantee throughout the

Project Period. DSA staff and the Grantee will develop a series of performance metrics that will be used to measure progress on the Grant Agreement.

All Grantees will be required to submit to DSA quarterly progress 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 DSA. All reports and invoices will be submitted in the form and format required by DSA, 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 DSA 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)