CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2023-06

ISSUED	July 18, 2023					
RFP TITLE:	WEBSITE I	WEBSITE DESIGN AND MAINTENANCE SERVICES				
Issuing Department:	Cuyahoga Co 5550 Venture Parma, Ohio	Administration Cuyahoga County Board of Health 5550 Venture Drive Parma, Ohio 44130 (216) 201-2000				
Sealed proposals will be a	received until:	September 5, 2023 @ 10:30 a.m. (REVISED)				
All inquiries should be di	rected to:	Judy V. Wirsching, CFO Cuyahoga County Board of Health 5550 Venture Drive Parma, Ohio 44130 (216) 201-2001 ext. 1103				

ALL RESPONSES SHALL BE MARKED AS

"SEALED BID" "REQUEST FOR PROPOSALS" WEBSITE DESIGN AND MAINTENANCE SERVICES FOR THE CUYAHOGA COUNTY BOARD OF HEALTH

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED <u>DIRECTLY TO THE</u> <u>ISSUING DEPARTMENT</u> SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

PUBLIC NOTICE REQUEST FOR PROPOSALS FOR WEBSITE DESIGNAND MAINTENANCE SERVICES RFP# 2023-06

The Cuyahoga County Board of Health is now soliciting sealed proposals for a vendor to provide website development, support, and design services for the agency's public websites. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130, no later than 10:30 A.M. local time on August 15, 2023.

A pre-proposal conference is scheduled for August 1, 2023 at 10:30 utilizing the CCBH Microsoft Teams platform. Attendance is strongly recommended but not mandatory.

Pre-proposal conference details along with this notice and proposal may be viewed at the following Board website: <u>www.ccbh.net</u> by clicking on the "Business" tab on the home page. Questions prior to the pre-proposal conference must be emailed to <u>bidquestions@ccbh.net</u>.

Judy V. Wirsching, CFO

Published in the Cleveland Plain Dealer on Tuesday, July 18, 2023.

I. PROPOSAL INFORMATION

Background Statement

The Cuyahoga County Board of Health (CCBH) provides services to more than 875,000 residents and businesses throughout Cuyahoga County. Accredited by the Public Health Accreditation Board in 2019, CCBH employs approximately 185 dedicated public health professionals and is locally and nationally recognized for excellence and leadership.

Under the leadership of Dr. Roderick Harris, CCBH staff are committed to the principles of equity, diversity and inclusion, implementing an array of community-driven strategies to improve health. Current programs and partners include Creating Healthy Communities, Maternal and Child Health, Ohio Equity Institute, and Racial and Ethnic Approaches to Community Health. CCBH's organizational vision is to create the conditions in which all people who live, learn, work and play in Cuyahoga County have the opportunity to be healthy.

A major component of CCBH's communications portfolio is its main website, <u>www.ccbh.net</u>. The site is housed on a WordPress platform and is maintained by an outside vendor in conjunction with CCBH staff. Primary responsibilities and division of duties are explained later in this document.

Need Statement

CCBH is accepting proposals for work that will begin on or about November 1, 2023 and end on December 31, 2026, with an additional one-year option to renew, by the Board. The selected vendor will provide website services and support for the entire CCBH web portfolio, which is described in the section of this document labeled **Historical Setup**, **Project Leadership**, and **Technical Support Requirements**.

The selected vendor must have proven capabilities in a range of areas to include, but not limited to:

- content management
- compliance and standards
- 24/7 technical support
- data collection and analytics
- site design
- strategic planning
- project management
- staff engagement

A primary component of the work will be to present a new version of <u>www.ccbh.net</u> that features improved functionality, updated design and increased levels of interactivity.

The selected contractor must be cognizant and supportive of CCBH's intent to connect with nontraditional audiences including the visually and hearing impaired and those for whom English is a second language. Content must also be presented with consideration for literacy levels and the tapestry of cultural influences represented within our user community.

1.2 Proposal Format

We discourage lengthy and costly proposals. In order for proposals to be fairly and completely evaluated, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one (1) original and five (5) copies in addition to one (1) electronic document of the proposal with all required information. All proposals submitted will become the property of the Board and will not be returned.

Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of the Board and the vendor

II. SCOPE OF WORK

Website Content

- Develop an improved structure and presentation for all content
- Oversee content migration to new platform
- Create comprehensive user guides for staff working with <u>www.ccbh.net</u>

Website Design

- Incorporates functionality and features that are commensurate with current industry standards
- Intuitive navigation
- Meets Web Content Accessibility Guidelines (WCAG) standards for accessibility with emphasis on hearing and visually impaired audiences
- Responsive and adjustable to various screen sizes and mobile platforms
- Utilizes a user-friendly, common non-proprietary Content Management System (CMS) platform
- Identify and provide rationale for the selected CMS and its benefits in the form of a proposal
- Compatible with all common browsers, including Chrome, Firefox, Explorer, Edge and Safari
- Ensure appropriate Search Engine Optimization (SEO) function included in initial build with mechanism to properly function as site grows

Website Functionality and Features

Analytics

• Analytics to track information such as sessions, users, page views, bounce rate, location, and referrals, over various time periods. Allow for the ability to track campaign analytics

with specific campaign landing pages.

Calendar

• Calendar feature with ability to export dates/events to common email applications such as MS Outlook or Google Gmail, Apple (iCal).

Display and printing

- Printable pages with print-friendly function.
- Ability to resize text on website pages
- Ability to select and change the website default language
- Short URLs which give CCBH has full control over generating and managing URLs.

Emergency functionality

- Development of ever-ready "dark pages/homepage" that show essential information only
- On-demand activation and navigation
- Ability to feature live information from outside sources such as Cuyahoga County Executive/Council, Ohio Department of Health, Centers for Disease Control, etc.
- Capacity to edit and display scrolling banners, photos, video and social media feed

Interactivity

- Interactive e-communication platform that dialogues with the centralized CMS to create messaging newsletters, emails, social media posts, notices, etc. from a single point of access. Must include capacity for photos and videos as integrated features.
- Ability for users to subscribe to such messaging and for CCBH to create unlimited subscriber lists.
- Incorporate mechanisms to collect feedback
- Add the ability to accept secure, online payments with a progressive system that can be updated

Search capabilities

- Predictive search function that will spell-check the terms, include different endings for the terms (stemming), and allow for the use of different terminology (synonyms) as well as an advance search option which includes search by keyword match, file type, website, date range and subject.
- Ensure search function retrieves information from the revised website only and does not revert to previous versions of <u>www.ccbh.net</u>
- Offer search tips and suggestions.

Video and media

- Integrate content with platforms such as YouTube and other video-based outlets
- Capability for live-streaming
- Ability for visitors to control (pause, stop or hide) rotating banners, photos and slideshows
- Allow users to share content on social media platforms
- Searchable document and photo galleries with download capacity to 8GB.

Various

- Integrate existing applications and links to external sites of need.
- Ability to add unlimited online fillable forms which track and export results. Include capability for respondents to attach documents and images.
- Broken links, misspelled word finder.

Content Management System Requirements

- Delegate editing of specific pages to designated staff with a central authorization control prior to publishing.
- Photo editing tools, including the automatic resizing of photos or, at minimum, a simplified process for resizing photos.
- Approval rights giving system administrators ability to set specific rights and capabilities for staff members who update content.
- Ability to set a date for content review or expiration.

Ongoing Services

- Technical support services emergency and non-emergency availability
- Availability of online training manuals and content and design support
- Describe product release, enhancement and upgrade process

Website Launch and Support

- Complete content migration and support website launch.
- Provide timeline support after website launch included in cost to assist with bugs, fixes, etc.
- Provide training for key staff in managing and editing content.
- Include a plan for testing the site, resolving issues, and providing technical support.
- Provide ongoing, flexible support for system updates, crashes and bug fixes.

Other

• Provide features or functionality that position CCBH as a leader in accessibility and sustainability.

Historical Setup, Project Leadership, and Technical Support Requirements

CCBH is seeking a vendor to support both our current and future website portfolio. The selected vendor must be prepared to review, advise, plan, design, implement and support both the website and its CMS. The vendor must also meet all technical, security and compliance requirements.

All data collected during various phases of website development, management, maintenance and support are the sole property of CCBH. Access to existing CCBH data and materials will be furnished by any or all of these CCBH representatives: chief administrative officer, communications officer, information technology team, and other staff members as required. Such support will include:

Project Management

Website overhaul

- To coordinate and execute an overhaul of <u>www.ccbh.net</u> is an immediate priority. The vendor will work in tandem with staff and stakeholders in producing an updated and appropriate web presence for the agency's main site.
- Tasks contained within the overhaul will include surveys, research, profile development and analysis, real-time demonstrations and testing, and direct staff and stakeholder feedback.
- Implement a go-live date within 6 months of project commencement

Short-term deliverables

- Wireframe / prototype of the overall site architecture, presented to the project steering committee for feedback
- Recommended refined user journeys for the top ten most-requested services
- Revisions made to the wireframe/prototype based on feedback
- Configuration of approved overall site architecture on the website CMS
- Configuration of user journeys for the top ten most-requested services

Long-term deliverables

• Identifying methods and coordinating pathways to meet staff needs relative to program outreach, content presentation and maintenance, and supporting associated agency web domains.

Other CCBH Websites

- Provide technical support for the listed domains and any new domains in coordination with the IT and Administration teams
 - o 216teens.org
 - o ccbhroomscheduler.com (does not require support)
 - o cuyahogabedbugs.org
 - o cuyahogachc.org
 - o earlyageshealthystages.org
 - \circ feedourfuture.org
 - o hipcuyahoga.org
 - o loveleadshere.org

Ongoing Tasks

Interaction with CCBH Team Members

- Chief Administrative Officer oversight and administration
- Communications Officer branding, content and design
- ESI Director oversight and administration
- IT and Informatics teams internal technical support

Staff and public-facing

- Assisting staff in relationships with outside vendors. Areas may include access to CCBH domains, inclusion requirements and management of event-related activities.
- Designing a process for the posting of dashboard reports as generated by staff.
- Integrating electronic payments for public use on <u>www.ccbh.net</u>
- Revising content, themes and design on <u>www.ccbh.net</u> as needed

Support and compliance

- Managing and addressing technical and security requirements.
- Ensuring the backup of all CCBH websites as it relates to websites, webpages, CMS, and databases.
- Managing Domain Name Server (DNS) setting and Secure Sockets Layer (SSL) certifications installations for CCBH domains.
- Creating and developing sites for testing and review purposes prior to live activation of such sites.
- CCBH websites must, at a minimum, meet WCAG 2.1 AA and Section 508 standards. WCAG 2.2 AA or higher is the goal.
- Supporting the integration of cloud based technology to help address emergency planning materials requirements in a security environment. This may require additional logins to a secure area or sites.
- Implementing procedures and processes related to control for change requests regarding <u>www.ccbh.net</u> and other CCBH domains.

Updating server software requirements as deemed appropriate or required

- Operating systems Linux
- Web server apps apache, php
- Database management software MySQL php MyAdmin, Cpanel and Web Host Manager (WHM).
- Currently using GoDaddy for dedicated server and host provider.

SECTION I – INTRODUCTION (5 points)

A. Cover Page

This must include the RFP title, RFP number, complete vendor name and mailing address as shown in Appendix 5.

B. Cover Letter

Proposal Cover Letters should include a brief overview of the services being proposed and must include the telephone number of the person the Board should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all the provisions of this RFP. Any exceptions to the Board contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, e.g., corporation, partnership, sole proprietor; Federal Tax ID, DUNS number and Unique Entity Identifier.

If applicable to the project, the vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant

A vendor/agency representative authorized to make contractual obligations <u>must</u> sign the cover letter.

C. Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

D. Executive Summary

Provide a high level overview of your product, the distinguishing characteristics of your proposal/product, and the ability of your company to provide accompanying services related to adoption, implementation, and maintenance of the product.

SECTION II - PROJECT UNDERSTANDING (10 points)

A. Provide the Following Information:

- What do you understand to be the purpose and scope of this project?
- What are the pertinent issues and potential problems related to the project?

B. Scope of Work/Solution/Project Narrative

• What is your proposed solution to the pertinent issues and potential problems identified?

C. Ability to meet General Requirements/Scope of Service

• Demonstrate your ability to being able to meet each of the general requirements and scope of services outlined in Project Specifications and in II. Scope of Work.

SECTION III - METHODOLOGY (35 points)

Include a project narrative that describes the respondent's understanding of CCBH's needs and the unique value the respondent will bring to the process.

Provide the overall approach and methodology the respondent will use to perform the services required in this RFP. Use this section to tell us which CMS platforms your firm can work with, and which (if any) you would recommend for our project.

A. Methodology Description

- a. Statement of understanding of the services to be performed and the ability and commitment to fulfill the responsibilities as described.
- b. Details of proposed methodology to complete the project,
- c. Detail the expected time required of CCBH staff as active participants based on each phase of the proposed work plan.
- d. Provide details of any additional and/or value-added services that may be of benefit to CCBH both within the project budget cap and additional optional elements.

B. Evaluation Plan

This section should address, in detail, the tasks as described in the Scope of Services, identified by numbered or lettered sections.

SECTION IV - PROJECT MANAGEMENT (25 points)

As a potential vendor, it is important to be able to manage the project and ensure that the project team and all stakeholders have a common understanding of how the project will be operated.

Proposed project management narratives should include:

Describe your project management approach including:

• The method used in managing the project

•The project management organizational structure including reporting levels and lines of authority.

Project Control

Describe your approach to project control, including details of the methods used in controlling project activities.

Project Reporting

Describe your methodology for reporting project status including details of written and oral progress.

Interface with Agency Staff

Describe your contact points with the agency staff including types of communications, and level of interface.

Risk Management

Identify the potential risks and problems which, in your experience, occur with projects of this type. Identify steps that can be taken to avoid or mitigate these problems and steps to be taken should the problem occur. Incorporate activities in the project plan to reduce the occurrence, severity and impact of events or situations that can compromise the attainment of any project objective.

SECTION V - QUALIFICATIONS & EXPERIENCE (10 points)

A. Vendor Qualifications

- a. Identify the qualifications that you bring to this project.
- b. Explain what differentiates your services from others in the market.

B. **Prior Experience**

- (a) Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to this type of project.
- (b) Does the firm have demonstrated experience in completing similar projects on time?
- (c) Do the individuals assigned to the project have experience on similar projects?
- (d) How extensive is the applicable education and experience of the assigned personnel?

C. Personnel

- a. All proposed key project personnel, including subcontractor staff, must be identified in the proposal. Each person's role is to be identified and documented in the following format:
 - i. Name
 - Position with company
 - Role in the project
 - Experience with the specific tasks being proposed
 - Work history on similar projects

- Legal Relationship with the Prime Contractor
 - Include resumes and/or company profiles where appropriate.

D. Project References

- a. Please include links to three (3) representative websites that your firm has designed. For each example, please include the following:
 - i. Website address
 - ii. Scope of work performed
 - iii. Project budget and time to completion
 - iv. Client contact name, phone number, and email address
- b. We are particularly interested in work done for other municipalities. However, not matter the industry, references should be for work done on projects of similar or greater complexity.

E. Vendor References

- a. The vendor must submit 3 references, including names and phone numbers, for similar projects your firm has completed.
- b. References should be able to attest to your work history, quality of work, timeliness in completing projects, and the impact of your work on their respective businesses. Refer to Appendix 2.

A. Contract Performance

a. If a vendor has had a contract terminated due to the vendor's non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have occurred in the past five years, so indicate.

B. Subcontractors

- a. Subcontractors may be used to perform work under this contract only with prior approval of the Board project manager.
- b. The substitution of one subcontractor for another may be made only at the discretion of the Board project manager, and with prior written approval from the project manager.
- c. Vendors will be responsible for the subcontractor's meeting all terms and conditions of the specifications.

C. Conflict of Interest

- a. Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.
- b. The Board reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor.
- c. The Board's determination regarding any questions of conflict of interest shall be final.

SECTION VI - PRICING (15 Points)

Cost Proposal

Estimated proposal prices are not acceptable.

In order for offers to be considered responsive, the vendor's representative authorized to make contractual obligations must sign the pricing document.

CCBH may consider proposals that provide additional and/or value-added services. CCBH may negotiate these additional and/or value-added services at a later date.

The pricing document is vendor generated. It should include a detailed break out of costs for the project period and a best price offer should be provided as follows:

- The contract will be for approximately 3 years (with an additional one year option to renew, by the Board) including short-term and long-term deliverables, through December 31, 2026.
- An itemized budget, including price per deliverable listed in the scope of services;
- Itemized list of costs for ongoing services, including job titles, job/service descriptions, and hourly rates for services.

SECTION VII - REQUIRED FORMS

The vendor must complete and submit the following forms:

□ Non-Collusion Affidavit, Appendix 3 (requires notarization).

□ Certification of Compliance with Section 3517.13 of the Ohio Revised Code, Appendix 4.

Ohio Revised Code Section 3517.131(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. Any questions you may have as to whether or not you are in compliance should be directed to your legal counsel..

Blank copies of the above are included in Appendix 3 and 4 of this RFP.

Original signatures required as indicated on the forms. Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.

SECTION VIII - ADMINISTRATIVE INFORMATION

A. RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the Board.

Name	Judy Wirsching, CFO
Department Address	Administration 5550 Venture Drive, Parma, OH 44130
Phone	216.201.2001 x 1103
Fax	216.676.1311
Email	JWirsching@ccbh.net

B. Location of work

Work to be performed, completed and managed at vendor's place of business and/or service area.

C. Pre-proposal conference

The pre-proposal conference for all participating vendors scheduled as indicated below.

Date: August 1, 2023

Time: 10:30 A.M.

Location: Virtual Conference via Microsoft Teams

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. It is encouraged that interested vendors attend. Questions prior to the pre-proposal conference must be emailed to <u>bidquestions@ccbh.net</u>. <u>No questions will be accepted or answered after the pre-proposal</u> <u>conference.</u> Questions and answers will be posted and may be viewed on the Board's website: <u>www.ccbh.net</u> under the "Business – Request for Proposal/Quotation (RFP/RFQ)" tab found on the Home page.

Vendors with a disability needing accommodation should Judy V. Wirsching at (216) 201-2001 ext. 1103 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

D. RFP Addenda

The Board reserves the right to issue addenda to the RFP at any time. The Board also reserves the right to cancel or reissue the RFP. If an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

E. Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned unopened, to the vendor. The official closing time will be determined by the time clock located in Board Administrative offices. All proposals and accompanying documents will become the property of the Board and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the Board.

F. Proposal Opening

Proposals will be publicly opened at the Administration Office, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130. At this time, all proposals will be opened, the vendor name read from the proposal cover page, and logged. **No dollar amounts or other details of the proposal will be disclosed at this time.** The submittal of a proposal will be considered by the Board as constituting an offer to perform the required services at the stated costs.

G. Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

H. Multiple Proposals

The submission of multiple proposals for the same service will be considered noncompliant and those proposals will be disqualified. We are relying on the vendor as an expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within the budget. A potential vendor submitting a proposal for direct services cannot submit a proposal for administrative and quality management support for the grantee.

I. Proposal Rejection

The Board reserves the right to reject any or all proposals at any time without penalty. Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact.

J. Response Property of the Board

All materials submitted in response to this request become the property of the Board. Selection or rejection of a response does not affect this right.

K. No Obligation to Buy

The Board reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the Board to purchase. The Board is not bound to accept the lowest priced proposal or any of the proposals submitted.

L. Cost of Preparing Proposals

The Board is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

M. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the vendor and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

N. Disclosure of Proposal Contents

All documents submitted to the Board as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. <u>Neither a proposal in its entirety, nor proposal price information will be considered</u> <u>confidential or proprietary.</u> Under Ohio Revised Code Section 149.43, the BOARD will make a determination of application for disclosure on an ad hoc basis.

O. Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Board. It is the policy of the Board, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

P. Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Introduction (5 points)
- Project Understanding (10 points)
- Methodology (35 points)
- Project Management (25 points)
- Qualifications and Experience, including Agency Attachments (10 points)
- Pricing (15 points)

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria. Due to the fixed cost budget for this project, lowest cost is not considered.

Further details on how the proposal will be scored can be found in Appendix 6.

Q. Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the Board. If the Board elects to initiate contract negotiations, these negotiations cannot involve changes in the Board's requirements or the vendor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. The terms of the proposed contract will be negotiated based upon the merit of the application, availability of funding, and conditions of award. Failure of a selected vendor to satisfactorily negotiate a contract within a reasonable time may result in the vendor forfeiting its award.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

R. Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days of notification to the designated vendor, the Board may terminate negotiations with the vendor and negotiate a contract with the next highest ranked vendor.

S. Recommendation of Award

Once the Board evaluation team has made its selection, a Notice of Recommendation of Award letter will be issued to the recommended vendor(s), advising of the expected award date.

T. Notice of Intent to Award

Prior to approval of the award by the Board, the Administration will issue a written Notice of Intent to Award and send copies to all unsuccessful vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors' names and addresses submitting proposals will be available upon request from the RFP contact person.

U. Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The Board will attempt to respond to questions and concerns in this debriefing.

V. Protests

A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

- 1. Name, address and telephone number of the protester;
- 2. The signature of the protester;
- 3. Identification of the contract at issue;
- 4. A detailed statement of the legal and factual grounds of the protest; and
- 5. The form of relief requested.

W. Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with the Board and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

X. Contract Processing

The Board's Administrative Counsel shall prepare the contract required by this RFP specification. This contract shall be fully responsive to the requirements defined in these RFP specifications.

Y. Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Z. Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be approved by the Board at a regularly scheduled Board meeting after which it must be executed by the Health Commissioner and approved by Administrative Counsel before the goods or services as set forth in this RFP specification can be provided.

SECTION IX - CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.

2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.

3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.

4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.

5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.

6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contact. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.

7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.

8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.

9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.

11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.

12. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

13. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at <u>www.sam.gov/</u>.

14. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.

15. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.

16. Confidential Information: During the term of this contract, confidential information shall be held by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

17. Payment: Payment for contracted services will be made on a line-item reimbursement and performance basis based on monthly invoices and compliance with reporting requirements. This is a cost reimbursement grant.

18. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.

19. Reporting: All funded providers and programs will be required to collect and report data reports to the grantee. This report may include program, quality, and fiscal data. The format in which these reports will be submitted will be determined by the grantee and/or HRSA. Completion and submission of these reports must be incompliance with the guidance of the reports.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

- 1. Signature Authorization
- 2. Worker's Compensation Certificate (if required)
- 3. Certificates of Insurance (if required)
- 4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance
- 5. IRS Form W-9: Request for Taxpayer ID and Certification
- 6. Certification of Personal Property Tax
- 7. Suspension and Debarment

Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

- 1) For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.
- 2) For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
- 3) For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

During the full term of the contractual agreement, the contractor shall have in effect and maintain such insurance as defined herein. Where applicable, to be determined by the Board's Administrative Counsel, the applicable insurance shall name the Board and its employees as a co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees and any subcontractor performing work covered by the contractual agreement against:

- 1) General auto liability claims
- 2) Professional liability claims
- 3) Personal injury claims
- 4) Accidental death claims
- 5) Property damage claims
- 6) Economic loss claims
- 7) General liability claims
- 8) D&O
- 9) Employee dishonesty
- 10) Workers compensation claims which may arise from operations under the contractual agreement whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies and any declarations pages shall be made available to the contracting authority for review at or before the time of execution of the contract. Such insurance shall include coverages for general liability, professional liability (where deemed necessary), worker's compensation, D&O coverage and employee dishonesty (if deemed applicable) in such reasonable and adequate amounts as shall be determined by the Administrative Counsel at the time of negotiation of the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at <u>the time of submission of the RFP</u>, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. <u>Such documentation, together</u> with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

A. A certified power of attorney for the agent to sign the bond.

B. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

If applicable, liquidated damages shall be assessed in the amount of \$800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect: If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at <u>www.sam.gov/</u>.

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

SCOPE OF SERVICES

SEE DETAILS IN SECTION ABOVE—II. SCOPE OF WORK

- 1) Website Content
- 2) Website Design
- 3) Website Functionality and Features
- 4) Content Management System Requirements
- 5) Ongoing Services
- 6) Website Launch and Support
- 7) Other
- 8) Historical Setup, Project Leadership, and Technical Support Requirements

VENDOR'S REFERENCE SHEET

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INSTRUCTIONS: List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.				
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:			
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:			
	DATE SERVICE(S) PROVIDED:			
SPECIFY THE SERVICES PROVIDED:				

ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:
	DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	

ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:
	DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	

NON-COLLUSION AFFIDAVIT

* THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED

STATE OF OHIO))SS.COUNTY OF CUYAHOGA)

______being first duly sworn, deposes and says that he/she is _______ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

	AFFIANT			
Sworn to and subscribed before me this	day of	2023.		
		NOTARY PUBLIC		

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C. RFP # 2023-06

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE. OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING **CERTIFICATION:**

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

• EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST • EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR **BUSINESS TRUST**

• EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST • ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

SAMPLE PROPOSAL COVER PAGE

(Use this as the format for preparing the proposal Cover Page)

RFP # 2023-06

PROPOSAL FOR WEBSITE DESIGN AND MAINTENANCE SERVICES

Agency Name Agency Street Address Agency City, State, Zip Code

CEO/Executive Director:
Board President:
Individual who will sign contract:
Agency EIN:
Agency accounting basis:
Proposal Contact:
Phone Number:
E-Mail Address:

RFP EVALUATION FORM

Agency:	Service:
Reviewer:	Total Score:

CRITERIA	POINT VALUE	SCORE	REVIEWER COMMENTS
 1. Cover Letter and Introduction-Executive Summary Is there a concise description of the vendor; Is there a concise description of the proposed service; Does the agency have experience with this service and/or population; Does proposal identify target population to be served, number served, and total budget; Does the proposal provide an overview of the vendors' unique approach to providing services? 	5		
 2. Project Understanding/Narrative Conveys understanding of purpose and scope of this project. Describes pertinent issues and potential problems related to the project. Proposes solutions to the pertinent issues and potential problems. Does the proposed program description meet, in full or in part, the service requests of the RFP? 	10		

 Demonstrates ability to meet each of the scope of services outlined for project period (approximately 3 years, through December 31, 2026). Does the proposal describe strategies to address the target population? 		
 3. Methodology A timeline documenting the products or services to be delivered; A description of the work plan and or detailed tasks to be undertaken; Describes the methodology to carry out project and the reason for selecting this methodology; A description of protocols to assure confidentiality; Provides plan to evaluate progress. 	35	
 4. Project Management Describes method(s) for managing the project; Provides organizational structure for managing the project; Describes approach for controlling the project; Describes method(s) for reporting project status updates; Describes how project staff will interface with the agency staff; Provides potential risks/problems and solutions to avoid or minimize them. 	25	
 5. Qualifications and Experience (Including Agency attachments) □ Provides qualifications; 	10	

 Can agency demonstrate experience with and proven effectiveness with similar projects and/ or similar to the population proposed; Provides three vendor/project references Can agency demonstrate appropriate record keeping, reporting, invoicing and well maintained data; Is there evidence of proven success via outcomes/data; Does agency have written policies on customer service, client rights, grievance procedures, quality management and outcomes; Provides conflicts of interest statement. 				
 6. Pricing Is budget data complete and accurate; Is cost reasonable for services being provided; Are actual costs (i.e. not estimates) with detailed breakdown provided; Do staffing patterns match services proposed; Authorized individual to make contractual obligations must sign the pricing document. 	15			
TOTAL	100			

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CUYAHOGA COUNTY BOARD OF HEALTH REQUEST FOR PROPOSALS - CHECKLIST RFP # 2023-06

(Update this document adding and removing lines, as needed)

Proposal should include the following components submitted in the following order:

A. INTRODUCTORY PAGES

- 1. Cover Page (see Appendix 5 Sample Cover Page).
- _____2. Table of Contents
- _____3. Proposal Submission Requirements Checklist (A signed copy of this form)

B. SCORED NARRATIVE SECTION

- _____4. Cover Letter
- _____ 5. Introduction Executive Summary (5 points)
- _____ 6. Project Narrative (10 points)
- _____7. Methodology (35 points)
- 8. Project Management (25 points)
- 9. Pricing/Budget (15 points)
- _____ 10. Qualifications & Experience, including Agency Attachments (10 points)

C. REQUIRED ATTACHMENTS

- _____ 11. Vendors Reference Sheet Appendix 2
- 12. Non-Collusion Affidavit *Appendix 3* (must be notarized)
- _____13. Certification of Compliance with Section 3517.13 of the O.R.C.- Appendix 4
- _____ 14. Cover Page- Appendix 5
- _____15. Work Plan
- _____ 16. Resumes/bios of all proposed program staff
- _____ 17. Budget Narrative
- _____18. Letters of Support (3), if applicable
- _____ 19. Current W-9
- _____ 20. Additional supporting attachments (*Optional*)