

OHIO DEPARTMENT OF COMMERCE (COM) REQUEST FOR PROPOSAL (RFP)

The Ohio Department of Commerce (COM) is soliciting proposals for professional services.

1. PROJECT INFORMATION.

- 1.1 Project Title: Medical Marijuana Testing Laboratory Analysis and Regulatory Framework
- 1.2 Posting and Due Dates: August 22, 2022, through September 9, 2022
- 1.3 Inquiry Start and End Dates: August 22, 2022, through September 6, 2022
- 1.4 Department Background. Ohio's Medical Marijuana Control Program, regularly reviews and modifies its laboratory testing requirements. As such, MMCP is in the process of reviewing Chapter 3796 of the Ohio Administrative Code pursuant to this review. MMCP is committed to developing and implementing a regulatory framework that meets the needs of Ohioans seeking legal access to medical marijuana, while allowing for businesses to enter the market and operate efficiently.
- 1.5 Project Objective. The Ohio Department of Commerce, Medical Marijuana Control Program ("MMCP") is interested in acquiring outside expertise surrounding the testing of medical marijuana. Specifically, MMCP is requesting proposals from an experienced analytical chemist to assist with reviewing, analyzing, and drafting proposed updates to MMCP's current rules outlined under Chapter 3796 of the Ohio Revised Code and Administrative Code. The Department is tasked with regulating cultivators, processors, and testing laboratories under the Medical Marijuana Control Program, which includes both licensing and enforcement of medical marijuana operations.
- 1.6 Project Budget. Not to exceed \$49,000.00.
- 1.7 Project Award. COM reserves the right to award multiple contracts to complete the scope of work.
- 1.8 Agreement Term. October 1, 2022, through June 30, 2023
- 1.9 Project Period. October 1, 2022, through June 30, 2025

2. PROJECT REQUIREMENTS.

- 2.1 Contractor/Candidate Experience Requirements: Offerors shall include the following information in their proposals:
 - At minimum, a Master of Science in Chemistry or similar degree.
 - A minimum of two (2) years post-degree laboratory experience.
 - Prior experience in evaluating, developing, or validating testing methods preferred.
 - Federal or State Government knowledge and experience preferred. Experience working or consulting within another jurisdiction's medical marijuana program is preferred. Ability to consult the Department with testing laboratory rules framework.
 - Experience or knowledge of testing medical marijuana and medical marijuana-infused products is desired.
 - Expert knowledge of scientific standards for testing medical marijuana and any related matters.
 - Practical experience or consulting experience working with ISO 17025 laboratory standards.
 - High-level overview of most successful projects.
 - Company licensed in the State of Ohio.

3. SCOPE OF WORK AND DELIVERABLES.

- 3.1 Scope of Work. The Department is seeking a contractor with specialized knowledge in analytical chemistry to consult and advise on the rules and regulations impacting testing laboratories under Ohio's Medical Marijuana Control Program. The contractor will also advise and consult on laboratory testing standards, techniques, and best practices under Ohio's Medical Marijuana Control Program. This will include, but not be limited to, researching analytical methods, various testing frameworks, and advising on industry standards. Ideally, the contractor will have prior experience with the ISO 17025 accreditation process and requirements.

This position is fully remote and not limited to individuals in the Central Ohio area. However, the contractor may be required to travel to MMCP's main office in Columbus, Ohio from time to time should the project require as such.

Offerors shall include their plan to successfully complete the following scope of work in their proposals:

SCOPE OF WORK	
3.1.1	Provide advice and recommendations on the current testing laboratory mandates under Ohio's Medical Marijuana Control Program.
3.1.2	Review and provide technical advice and recommendations on MMCP's proposed laboratory testing regulatory updates.
3.1.3	Provide guidance on testing laboratory best practices to ensure licensed testing laboratories meet all regulatory mandates under Chapter 3796 of the Revised Code and the rules promulgated pursuant to the same.
3.1.4	Review testing laboratory validation, including standard operating procedures (SOPs) and testing data. All equipment, software, and networking solutions must meet Department and State standards for compatibility, security, and regulations as evaluated by the Commerce's Information Technology Group and Chief Legal Counsel.
3.1.5	Provide advice and recommendations on MMCP interlaboratory comparisons.
3.1.6	Dedicate a maximum of ten (10) hours per week towards this work.

3.2 Compensation.

		HOURLY RATE
3.2.1	Hourly rate to provide services described in scope of work 3.1.	

4 TECHNICAL EVALUATION CRITERION:

CONTRACTOR/CANDIDATE EXPERIENCE		WEIGHT
4.1	A minimum of two (2) years post-degree laboratory experience.	5
4.2	Prior experience in evaluating, developing, or validating testing methods preferred.	5
4.3	Federal or State Government knowledge and experience preferred. Experience working or consulting within another jurisdiction's medical marijuana program is preferred. Ability to consult the Department with testing laboratory rules framework.	5
4.4	Experience or knowledge of testing medical marijuana and medical marijuana-infused products is desired.	5
4.5	Expert knowledge of scientific standards for testing medical marijuana and any related matters.	5

4.6	Practical experience or consulting experience working with ISO 17025 laboratory standards.	5
4.7	High-level overview of most successful projects.	5

PLAN TO DELIVER SCOPE OF WORK		WEIGHT
4.8	Plan to provide advice and recommendations on the current testing laboratory mandates under Ohio's Medical Marijuana Control Program.	10
4.9	Plan to provide technical advice and recommendations on MMCP's proposed laboratory testing regulatory updates.	10
4.10	Plan to provide guidance on testing laboratory best practices to ensure licensed testing laboratories meet all regulatory mandates under Chapter 3796 of the Revised Code and the rules promulgated pursuant to the same.	15
4.11	Plan to review testing laboratory validation, including standard operating procedures (SOPs) and testing data.	15
4.12	Plan to provide advice and recommendations on MMCP interlaboratory comparisons.	10
4.13	Plan to dedicate a maximum of ten (10) hours per week towards this work.	5

TOTAL	100
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5. PROPOSAL SCORING

CRITERIA	MAXIMUM ALLOWABLE POINTS
Technical Proposal	500
Cost Proposal	100
MBE Set -Aside	50
Total	650

6. INSTRUCTIONS

- 6.1. Scope of Work and Specifications. COM is authorized to prepare scope of work and specifications to obtain supplies and services. The purpose of the scope of work or deliverables is to describe the supplies or services to be purchased and will serve as a basis for comparison of proposal responses.
- 6.2. Technical Proposal Format. Contractor's technical proposal shall address all items in the scope of work and deliverables and be submitted as the "Technical Proposal". Failure to sufficiently address each item may result in COM's determination that the Proposal does not provide sufficient detail to adequately evaluate the Proposal and is, therefore, incomplete, and nonresponsive. If the Proposal contains elements that exceed the requirements of the RFP, the Proposal should state the degree to which the requirement will be exceeded and how this will be accomplished. Proposals should be prepared simply and economically, providing a straightforward, concise, and

complete description of the Contractor's proposal and capabilities to perform the Agreement. Emphasis should be on completeness, specificity, and clarity of content.

- 6.2.1. **Company Narrative.** Responses to the RFP shall include a short narrative describing the following:
 - 6.2.1.1 Description of the Contractor's experience and expertise conducting projects of similar size and scope.
 - 6.2.1.2 Contractor's ability to meet minimum requirements.
 - 6.2.1.3 Contractor's capacity to provide the services required.
 - 6.2.1.4 Documentation of Contractor's soundness and financial capability to perform the work.
 - 6.2.1.5 List of three (3) references for whom the Contractor has performed similar services and deliverables. COM may, but is under no obligation to, contact the references.
- 6.2.2. **Project Narrative.** Responses to the RFP shall include a detailed project narrative describing the following:
 - 6.2.2.1 Identification of the objectives, strategies, methodology, services and deliverables that Contractor proposes to provide.
 - 6.2.2.2 Use of evidence-based practices, if applicable.
 - 6.2.2.3 Timeline for completion of services and deliverables.
 - 6.2.2.4 Ability and experience of key project personnel intended to work on the project and their responsibilities to the project. Include resumes.
 - 6.2.2.5 Identification and description of any proposed Subcontractors. Contractor may not subcontract any work or services of the type described in project scope of work and deliverables without COM prior written approval.
- 6.2.3 **Project Work Plan.** Responses to the RFP shall include a detailed project implementation plan describing the following:
 - 6.2.3.1 Clearly identify and discuss with specificity how the Contractor will perform the requirements specific to this project, including each item under Scope of Work and Deliverables.
 - 6.2.3.2 Description of the location and principal office from which the work is to be performed.
 - 6.2.3.3 Identification of the amount of time that lead, and key project personnel will be expected to work on the project.
 - 6.2.3.4 Description of contingency plans for completing the project, should the lead or key project personnel become unavailable for any reason.
 - 6.2.3.5 Identification of any anticipated difficulties in meeting the project specifications and a description of proposed solutions to these difficulties.
- 6.3. **Contractor's Compensation.** Contractor's proposed compensation by deliverable shall be submitted as the "Cost Proposal". If in the event an Agreement ensues as a result of this RFP, the Contractor will be required to fulfill the Agreement obligations at the amount proposed. The proposed cost must include all costs associated with performing the work, including travel, shipping, overhead, etc.
- 6.4. **Proposal Submittal.** Contractor must submit both a "Technical Proposal" and a "Cost Proposal" as a part of its Proposal package. These are two separate components which shall be submitted as separate electronic documents, clearly identified as either "Technical Proposal" or "Cost Proposal" and the RFP number.
- 6.5. **When Proposals May Be Emailed.** COM must receive proposals via email by no later than 3:00 p.m., the day the proposals are scheduled to be due. Proposals received after 3:00 p.m. on the scheduled opening date will not be opened.
- 6.6. **Where Proposals Must Be Emailed.** Proposals must be emailed (no fax, mailed or hand delivered proposals will be accepted) to the following email address:
- 6.7. **Proposals are a Public Record.** Once proposals have been reviewed, they will be forwarded to the COM Project Evaluation Committee to begin the evaluation process. After proposals are opened, they are public records as

defined in Ohio Revised Code Section 146.43 and are subject to all laws appurtenant thereto. Contractor may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Pricing is not considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed shall rest solely with COM.

- 6.8. Withdrawal of Proposal Prior to Scheduled Opening. Contractor may withdraw a proposal by written request any time after COM receives the proposal and before scheduled opening.
- 6.9. Withdrawal of Proposal After Scheduled Opening. Contractor may by written request withdraw its proposal after scheduled opening if there is reasonable proof that an inadvertent mistake was made, and the correction cannot be determined with reasonable certainty.
- 6.10. Correction of Proposal Before Scheduled Opening. If a Contractor withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and initialed by the Contractor. Any corrections must be completed off the COM premises.
- 6.11. Correction after Scheduled Opening. COM may permit a Contractor alleging an inadvertent error to correct its proposal after opening, only if the mistake and the correction are clearly evident from the proposal and correction does not affect the amount of the proposal or otherwise give the Contractor an unfair competitive advantage.
- 6.12. Proposals are Firm for 90 Days. Unless stated otherwise, once opened all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, the Contractor will have the option to honor their proposal or make a written request to withdraw their proposal from consideration.
- 6.13. Rejected Proposals. COM may reject any proposal in whole or in part, if any of the following circumstances are true:
 - 6.13.1. Proposals are not in compliance with the required format stated in the RFP.
 - 6.13.2. Proposals do not address all of the requirements of the RFP.
 - 6.13.3. The price is excessive in comparison with market conditions or with the available funds of the Agency.
 - 6.13.4. COM determines that awarding any item is not in the best interest of the Agency.
- 6.14. Alternative Proposals. A Contractor may desire to submit an alternative proposal that achieves the purpose, specifications and scope of COM's request. A Contractor submitting an alternative proposal shall clearly identify and quantify the advantages of the alternative.
- 6.15. Proposal Preparation. COM assumes no responsibility for costs incurred by the Contractor prior to the award of the Agreement resulting from this RFP. Proposals may not include any amounts attributable to its preparation.
- 6.16. Contractor May Request Clarification. If a Contractor discovers an inconsistency, error or omission in this RFP, the Contractor should request clarification from COM Office of Procurement Services. Such clarification may be made only through email. No other form of clarification is acceptable. Failure of Contractor to comply may result in the Contractor being deemed not responsive.
- 6.17. Communication Prior to the Response Due Date. From the Release Date of this RFP until the date of the Agreement award, there shall be no communications concerning this RFP between any Contractor who may ultimately submit a Proposal and any employee of COM involved in the issuing of the RFP, or any other state employee who is in any way involved in the COM project, except as follows:

An COM employee may send communications to potential Contractors with a link to COM's RFP announcement after the Release Date to encourage a diversity of Contractors to submit a Proposal.
- 6.18. COM Modifications to the RFP. When it is necessary to modify an RFP prior to the RFP opening, COM does so by written addendum only. Revisions to an RFP, after the RFP opening, shall be distributed to only those Contractors that submitted a proposal. A Contractor may elect to withdraw the proposal, provided that the Contractor files a written request within ten (10) calendar days of DOH's distribution of the addendum.
- 6.19. Unit Costs. Contractors shall not insert a unit cost of more than two (2) digits to the right of the decimal point. Digits beyond the two (2) will be dropped and not used in the evaluation of the proposal.

- 6.20. Responsive Contractor. A Contractor is responsive if its proposal responds to the RFP completely and contains no irregularities or deviations from the RFP that would affect the proposal or otherwise give the Contractor an unfair advantage.
- 6.21. Responsible Contractor. COM will determine if a Contractor is responsible using the following factors:
 - 6.21.1. Experience of the Contractor.
 - 6.21.2. Contractor's financial condition.
 - 6.21.3. Contractor's conduct and performance on previous Agreement.
 - 6.21.4. Contractor's facilities.
 - 6.21.5. Contractor's management skills.
 - 6.21.6. Contractor's ability to execute the Agreement properly.
 - 6.21.7. Review of Federal and State debarment lists.
- 6.22. Information Requested. COM may request additional information to evaluate a Contractor's responsiveness to the RFP or to evaluate a Contractor's responsibility. If a Contractor does not provide the requested information, it may adversely impact COM evaluation of the Contractor's responsiveness or responsibility.
- 6.23. Samples. COM may require Contractors to provide samples or examples of work, at the Contractor's expense. Samples must be clearly identified by the Contractor, the RFP number, and the item the sample represents. COM will return samples that are not destroyed in testing, at the Contractor's expense, upon the Contractor's timely request. COM may keep the samples of the Contractor awarded the Agreement until the completion of the Agreement.
- 6.24. Estimated Usage. Unless otherwise stated, the usage indicated for each item(s), if applicable, are to be considered as estimates only and should be considered as information relative to potential purchases that may be made from the Agreement. COM makes no representation or guarantee as to the actual amount of the items(s) to be purchased.
- 6.25. Technical Proposal Evaluation. Proposals submitted by Contractors that do not meet the minimum requirements will not be evaluated. Proposals determined by COM to lack completeness, specificity or clarity of content may be deemed nonresponsive and, therefore, will not be evaluated. The remaining proposals will be evaluated, scored, and ranked by a committee of selected staff. Proposals will be evaluated by the technical review criteria.

The evaluation committee will assign a numerical rating to each technical competency in the above section 7 table of the RFP based upon a review of that Contractor's Proposal. The ratings are to be awarded as follows:

0 Points	Does Not Meet	Proposal does not comply with the requirements.
1 Point	Weak	Response does not substantially meet the requirements.
2 Points	Moderate	Proposal meets most of the requirements but is weak in some areas.
3 Points	Meets	Proposal meets all requirements.
4 Points	Strong	Proposal substantially exceeds requirements.
5 Points	Greatly Exceeds	Proposal significantly exceeds requirements.

The value assigned to each criterion is only a value used to determine which Proposal is the most advantageous to the Agency in relation to the other Proposals that COM received.

The evaluation committee will evaluate each proposal and award up to the maximum amount specified for each criterion. A proposal must receive a total technical score of at least 300 points (60 percent of the maximum total technical score of 500) for COM to consider awarding an Agreement for that proposal.

- 6.26. Presentations and Interviews. COM may require top Contractors to be interviewed. Such interviews will provide a Contractor with an opportunity to present its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow COM an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The interviews will be scheduled at the convenience and discretion of COM. COM may record any presentations and interviews. The one (1) to three (3) highest scoring Contractors; but no more than the top three (3) may be required to participate. Interviews will be scheduled to be held in Columbus, Ohio at the Contractor's expense, if applicable.

6.27. Cost Proposal Evaluation. COM will calculate the Contractor's Cost Proposal points after the Contractor's total technical points are determined, using the following method:

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

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

6.28. Final Stages of Evaluation Contractor with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ + MBE Score _____ = Total Score: _____

If COM finds that one or more Proposals should be given further consideration, COM may select one or more of the highest-ranking Proposals to move to the next phase. COM may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

6.29. Clarifications & Corrections. During the evaluation process, COM may request clarifications from any potential Contractor under active consideration and may give any Contractor the opportunity to correct defects in its Proposal if COM believes doing so does not result in an unfair advantage for the Contractor and it is in COM's best interests. Any clarification response that is broader in scope than what COM has requested may result in the Contractor's proposal being disqualified.

6.30. Agreement Negotiation. It is at the discretion of DOH whether to permit negotiations. A Contractor must not submit a proposal assuming there will be an opportunity to negotiate any aspects of the RFP. When it has been determined that it is in the Agency's best interest to conduct negotiations, COM may request a submission of a best and final quotation.

6.31. Agreement Award. The COM Project Committee evaluating the Proposals and, if applicable, the Presentations will recommend to the Director of Commerce the award of an Agreement based upon the total Contractor score and whether awarding an Agreement will result in obtaining the best value and advantage to COM. The Director's award of an Agreement will be identified by the Director's signature on the Agreement. The Director's award is final and not appealable. COM at any time may determine that award of an Agreement is not in the best interest of COM and may reject, cancel, or re-issue this RFP in whole or in part.

6.32. Agreement Contents. If this RFP results in an Agreement award, the Agreement will consist of this RFP, along with attachments, addenda, purchase orders, change orders, and terms and conditions. COM reserves the right to award multiple Agreement under this RFP.

6.33. Contractor Start Date. COM expects the Contractor to commence work upon Agreement execution. If the Contractor is unable or unwilling to commence work, COM reserves the right to cancel the award and resume the evaluation process with the next most advantageous proposal.

6.34. Non-Collusion Certification. The Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal, that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Contractor or person, to submit a sham proposal; or colluded or conspired to have another not proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price of its proposal or any other Contractor, or to fix any overhead, profit or cost element of the proposal price, or of that of any other Contractor, to secure any advantage against any Contractor or any person or persons interested in the Agreement and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

- 6.35. COM Withdrawal of the RFP. COM reserves the right to withdraw the RFP at any time prior to the award the Agreement.
- 6.36. Damages Arising from RFP Specifications. A Contractor may not be compensated for damages arising from inaccurate or incomplete information in the RFP, specifications or from inaccurate assumptions based upon the specifications.
- 6.37. Protests. Objections to the Agreement award may be filed through a protest. Such protest must comply with the following information:
- 6.37.1. The protest must be filed by a prospective or actual Contractor objecting to the award of an Agreement resulting from this RFP. The protest must be in writing and contain the following information:
- 6.37.1.1 Name, address and telephone number of the protester;
 - 6.37.1.2 Name and number of the RFP being protested;
 - 6.37.1.3. Detailed statement of the legal and factual grounds for the protest, including copies of any relevant document;
 - 6.37.1.4 Request for a ruling by COM;
 - 6.37.1.5 Statement as to the form of relief requested from COM; and
 - 6.37.1.6 Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
- 6.37.2 A timely protest will be considered within the following periods:
- 6.37.2.1 A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of Proposals which are apparent or should be apparent prior to the closing date for receipt of Proposals, must be filed not later than five (5) business days prior to the Proposal due date.
 - 6.37.2.2 If the protest relates to the recommendation of the evaluation committee for an award of the Agreement, the protest must be filed within fifteen (15) business days of the award communication.
- 6.37.3 All protests must be filed at the following location:
- Ohio Department of Commerce
Procurement Services
Attention:
6606 Tussing Road
Reynoldsburg, OH 43068
- 6.38. Minority Business Enterprise Program. COM is committed to making more Agreement and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement, which encourages the Contractor to seek and set aside a portion of the work to be exclusively performed by Ohio certified MBE businesses.
- 6.39. MBE Set-Aside. COM has included in the Evaluation Scoring Formula of this RFP, a provision for the Contractor to seek and set aside work for MBE subcontractors. In seeking proposals, the Contractor must:
- 6.39.1 Utilize a competitive process to which only Ohio certified MBEs may respond;
 - 6.39.2 Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
 - 6.39.3 Require the MBE subcontractor to maintain their certification throughout the term of the Agreement, including any renewals; and,
 - 6.39.4 Propose the awarded MBE as a subcontractor under this RFP.
 - 6.39.5 The following chart details the participation ranges and values that would be awarded to the Contractor for MBE participation.

MBE Participation Value Range

Percentage of Work Offered	Percentage of MBE Points Available
0%	0
1% - 5%	10 Points
6% - 10%	20 Points
11% - 15%	30 Points
16% - 24%	40 Points
25% or greater	50 Points

- 6.39.6 For this RFP Ohio certified MBEs that are the prime must subcontract with an Ohio certified MBE to meet the above requirement.
- 6.39.7 For purposes of calculating the MBE Set-aside points, the State will not award any points for proposed MBE services that are optional elements of the Scope of Work.
- 6.40. MBE Reporting. After award of the RFP, the Contractor must submit a quarterly report to the Procurement Manager or designee documenting the work performed by and payments made to the MBE subcontractor. These reports must reflect the level of MBE commitment agreed to in the Agreement. The reports must be filed at a time and in a form prescribed by the Procurement Manager or designee.
- 6.41. Veteran-Friendly Business Enterprise (VBE) Program. The State of Ohio's Veteran-Friendly Business Enterprise (VBE) Procurement program provides preference to certified companies that compete to Agreement with the state to supply the goods or services it needs, including eligible construction services. In order to be eligible for certification, the applicant business must satisfy one of the following criteria:
- 6.41.1 At least ten percent of its employees are veterans or on active service;
 - 6.41.2 At least fifty-one percent of the applicant business is owned by veterans or persons on active service;
 - 6.41.3 If the applicant business is a corporation fifty-one percent of which is not owned by veterans or persons on active service, at least fifty-one percent of the board of directors are veterans or persons on active service; or
 - 6.41.4 The business is certified by the United States Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business or a Veteran-Owned Small Business and the owner(s) of the business meets the definition of veteran as defined in Rule 123:5-1-01(II) of the Ohio Administrative Code.