

REQUEST FOR PROPOSALS

by

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

for

Occupational Safety & Health Courses

August 30, 2010

Bid # BWCB11001

RFP ISSUED: August 30, 2010
INQUIRY PERIOD BEGINS: August 31, 2010
INQUIRY PERIOD ENDS: September 10, 2010
PROPOSAL DUE DATE: October 5, 2010

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Ohio Bureau of Workers' Compensation
Purchasing Department
30 W. Spring Street, Level 24
Columbus, OH 43215-2256

Offerors must note that all proposals and other material submitted will become the property of BWC and may be returned only at BWC's option. Proprietary information should not be included in a proposal or supporting materials because BWC will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

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GRID OF EDUCATION AND EXPERIENCE

REQUEST FOR PROPOSALS
by the
STATE OF OHIO
BUREAU OF WORKERS' COMPENSATION
for
OCCUPATIONAL SAFETY & HEALTH COURSES
August 30, 2010
Bid # BWCB11001

PLEASE READ ALL CONDITIONS AS SET FORTH IN THIS REQUEST FOR PROPOSALS (RFP) FOR A FULL UNDERSTANDING OF THE REQUIREMENTS

1.0 BACKGROUND AND NATURE OF PROJECT

1.1 BWC GENERAL BACKGROUND

Under the mandates of the Ohio Revised Code (ORC), the Ohio Workers' Compensation System is the largest exclusive state insurance fund system in the United States, with investment assets of \$19.3 billion as of December 31, 2009 and annual insurance premiums and assessments of over \$2.0 billion. The Ohio Workers' Compensation System consists of the Ohio Bureau of Workers' Compensation (BWC), responsible for administrative and insurance functions, and the Industrial Commission of Ohio (IC), responsible for claims adjudicative functions. BWC exercises fiduciary authority with respect to the State Insurance Fund (SIF) and related Specialty Funds. These BWC Trust Funds are held for the benefit of the injured workers and employers of Ohio. It is from these trust funds that all claims for both medical and compensation for disability benefits are paid with the exception of self-insured claims.

Self-insuring employers have been granted the status of self-insurance by having proven ability to meet certain obligations set forth in the ORC 4123.35. Self-insuring employers administer their own workers' compensation claims and are monitored by BWC. Presently, BWC processes claims, pays compensation and medical benefits to injured workers and underwrites workers' compensation coverage for employers doing business in Ohio. BWC also offers safety training and accident prevention programs to employers and helps injured employees return to work through rehabilitation programs. The Board of Directors (BOD) oversees BWC's activities and functions as a fiduciary.

1.2 PURPOSE OF THE REQUEST FOR PROPOSALS

The Division of Safety & Hygiene (DSH) is the education and loss prevention unit of BWC. Funded by workers' compensation premiums and assessments, the DSH Training Center is an

adult continuing education organization specializing in occupational safety and health education for Ohio employees and employers. Courses include:

- safety and health-related issues for both construction and general industry,
- industrial hygiene,
- ergonomics, and
- the administration and management of safety and health processes.

Courses are attended by a diverse audience representing all segments of the Ohio business community.

The management and staff of the DSH Training Center believe that effective safety and health management practices are important in controlling workers' compensation costs. A strong effort is made to select course offerings that emphasize the need for a safety-oriented business culture as well as regulatory compliance.

1.3 TITLES OF COURSES

Courses that will be offered to Ohio employers and employees for two years from **July 1, 2011 to June 30, 2013**, include:

| | |
|--|------------|
| Bloodborne Pathogens | 14 classes |
| NFPA 70E and You: Insight and Implementation | 12 classes |
| Nonviolent Strategies for Caregivers | 10 classes |
| Temporary Traffic Management | 8 classes |

1.4 LOCATIONS OF CLASSES

These Training Center courses are now offered at the following locations statewide (specific dates and locations will be provided to selected vendor):

- Cambridge
- Canton
- Cincinnati
- Cleveland
- Columbus
- Dayton
- Lima
- Mansfield
- Portsmouth
- Toledo
- Youngstown

2.0 CALENDAR OF EVENTS

The time schedule for this project is outlined below, and is subject to change. BWC may change this schedule at any time. If BWC changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

2.1 DATES:

RFP Issued: August 30, 2010

Question Period Begins: August 31, 2010

Question Period Concludes: September 10, 2010 at 8:00 a.m.

Questions and Answers Posted: September 13, 2010

Proposals Due: October 5, 2010 before 2:00 p.m.

Presentations November 8-12, 2010 & November 22-24, 2010

Contract Commences: July 1, 2011

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after October 5, 2010 at 2:00 p.m. will not be evaluated.

3.0 PROPOSAL INQUIRIES AND SUBMISSIONS

3.1 QUESTIONS

Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, provide reference(s) to the RFP e.g. (Section number and/or item number, etc.) Unreferenced or incorrectly referenced questions will not be answered; Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "BWC")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive

a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Questions must be received by BWC by **8:00 a.m. on September 10, 2010**. BWC will respond to any or all questions exclusively through the above method; however, responses by BWC will not officially modify the RFP in any way unless a written addendum is issued by BWC.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "BWC")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

BWC will try to respond to all inquiries within 72 hours of receipt, excluding weekends and State holidays. BWC will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, BWC will use its discretion in deciding whether to provide answers as part of this RFP process.

BWC is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

3.2 COMMUNICATION RESTRICTIONS

In order to ensure fairness and parity among prospective vendors, from the time of the release of this RFP until a vendor is selected and a contract is awarded; vendors shall not communicate with any BWC staff concerning this RFP, except as provided in Section 3.1. If the vendor attempts or undertakes an unauthorized communication, BWC reserves the right to reject that vendor's proposal, without evaluation. BWC shall not be responsible for any vendor's reliance on any information regarding this Request for Proposal or any work hereunder if the information was provided by any source other than through the inquiry process in Section 3.1.

3.3 PROPOSAL SUBMISSION

It is absolutely essential that vendors carefully review all elements in their final proposal. Once received by BWC, a proposal cannot be altered. One (1) complete, signed, and sealed original; and six (6) complete, sealed copies of your proposal shall be submitted for evaluation. Proposals shall be clearly marked "Ohio Bureau of Workers' Compensation BID No. BWCB11001 — Occupational Safety & Health Courses on the outside of the envelope. FAX or electronic mail transmissions will not be accepted. All copies must be received by BWC together in one package.

Proposals must be received in the Purchasing Department by **2:00 P.M. on October 5, 2010**. Proposals inappropriately addressed or delivered elsewhere risk untimely re-routing to the Purchasing Department. Any proposals received in the Purchasing Department after the deadline will be marked as untimely and will not be opened or evaluated regardless of the reason for late receipt.

If mailing proposals, vendors should allow for sufficient mailing time to ensure timely receipt by the Purchasing Department. All mail and deliveries can be expected to undergo package security screening (amounting to approximately one hour) before receipt in the Purchasing Department. Vendors must anticipate this additional time when arranging for mail or delivery of proposals. If attending the opening, vendors must bring photo identification and should allow for additional time for personal security screening (amounting to approximately twenty minutes) and for package security screening (amounting to approximately one hour) if they are also delivering their proposals in person at that time. Submit complete, signed and sealed copies of the proposal to:

**BY MAIL OR HAND-DELIVERY:
Ohio Bureau of Workers' Compensation
Purchasing Department
30 W. Spring Street, Level 24
Columbus, Ohio 43215-2256**

All material submitted to and accepted by BWC in response to the RFP shall become the property of BWC and are subject to the Ohio public records laws. THE CONTENTS OF THE PROPOSAL ARE SUBJECT TO THE OHIO PUBLIC RECORDS ACT, SECTION 149.43, OF THE OHIO REVISED CODE, UNLESS OTHERWISE EXCEPTED BY LAW. If the proposal includes information that the proposer in good faith believes falls within one of the exceptions to the provisions of the Ohio public records laws, the proposer must put such information in separate sealed envelopes with each copy of the proposal with a note identifying which exception is claimed. Any material not separately sealed and annotated will be released upon a proper public records request. Any proposal that claims that the entire contents of the proposal fall within the exceptions will be disqualified. After a contract is awarded, if BWC determines that the information separately sealed by any proposer appears not to be exempt and may be released upon a proper request, the vendor will be advised of BWC's intent to release the information.

3.4 CHANGES TO THIS REQUEST FOR PROPOSALS

All vendors will be notified in the event that BWC finds it necessary to modify one or more portions of this RFP after it has been released. Should BWC issue an addendum to this RFP, additional time may be given to all prospective vendors, if appropriate, to extend the deadline to accommodate needed changes in the proposals.

4.0 GENERAL TERMS AND CONDITIONS

4.1 GENERAL

BY SUBMITTING A PROPOSAL, THE VENDOR ACKNOWLEDGES THAT VENDOR HAS READ THIS RFP, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS REQUIREMENTS, TERMS, AND CONDITIONS. BWC RESERVES THE RIGHT TO DISQUALIFY ANY PROPOSAL WHICH TAKES EXCEPTION TO OR LIMITS THE RIGHTS OF BWC UNDER THE RFP. BWC RESERVES THE RIGHT TO REFUSE ACCEPTANCE OF ANY PROPOSAL WHICH IS NOT PROPERLY SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFP. FURTHERMORE, BWC RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, INCLUDING THE SELECTED PROPOSAL, AT ANY TIME PRIOR TO EXECUTION OF A CONTRACT. BWC RESERVES THE RIGHT TO CANCEL THIS RFP AT ANY TIME PRIOR TO EXECUTION OF A CONTRACT.

Headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions hereof.

In BWC's sole discretion, BWC may waive minor defects that are not material when no prejudice will result to the rights of any other vendors, the public, or BWC.

BWC is not liable for any cost incurred by any vendor in the preparation and submission of any proposal, or in anticipation of the award of a contract. Moreover, BWC is not liable for any cost incurred by any selected Vendor prior to the execution of a contract by all parties. All disbursements made for the contract shall be only for obligations incurred on or after the effective date of the contract.

BWC reserves the right to use any materials or ideas submitted without compensation to the proposer.

4.2 RESULTING CONTRACT AND TERM

Any contract resulting from this RFP shall consist of this RFP and any written addenda issued by BWC, the proposal and the executed contract.

The term of the contract shall commence on July 1, 2011, contingent upon compliance with any and all conditions precedent as provided for herein, and shall be completed by June 30, 2013 unless modified by mutual agreement of the parties. The contract may be renewed for one (1) additional two year period at the sole and exclusive option of the Bureau.

BWC shall incur no liability should it choose not to exercise its exclusive option to renew the contract.

4.3 GOVERNING LAW - SEVERABILITY

The validity, construction and performance of any contract resulting from this RFP and the legal relations among the parties to any contract shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of any contract resulting from this RFP or the application of any such provision shall be held by an Ohio court of competent jurisdiction to be contrary to law, the remaining provisions of the contract shall remain in full force and effect. The parties agree to submit irrevocably to the jurisdiction of Ohio courts.

4.4 COMPLIANCE WITH APPLICABLE LAWS

The Vendor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Vendor accepts full responsibility for payment of all taxes and insurance including workers' compensation insurance premiums, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Vendor in the performance of the work authorized by this contract. BWC does not agree to pay any taxes. Failure to have workers' compensation or other required insurance in accordance with the RFP shall deem any resulting contract voidable at BWC's sole discretion.

4.5 PUBLICITY

Any use or reference to any resulting contract by the selected Vendor to promote, solicit, or disseminate information regarding the scope of the contract is prohibited, unless otherwise agreed to in writing by BWC. BWC agrees to be used as a reference by the successful Vendor in other State of Ohio situations where the Vendor may wish to make a proposal.

4.6 CONDITIONS PRECEDENT

It is expressly understood and agreed that approval of this Contract by the Office of Budget & Management, pursuant to Ohio Revised Code Section 126.07, and that certification of the availability of funds sufficient to meet the obligation proposed to be incurred hereunder, shall be conditions precedent to the creation of any obligation under this Contract. It is further agreed that the approval for expenditure of funds pursuant to this Contract shall be obtained from the Ohio Controlling Board, in the event the aggregate sum of this Contract in conjunction with all monies disbursed and/or encumbered in this fiscal year pursuant to non-competitively bid contracts with Consultant equals or exceeds \$50,000.00, and is an express condition precedent to the creation of any obligation pursuant to this Contract.

State appropriations expire on June 30 of every odd-numbered year. BWC's duty to make payments also expires on June 30 of every odd-numbered year. Continuation thereafter is conditioned upon Renewal to continue the contract into the next biennium budget period. All payment obligations of this Agreement are subject to appropriation and, unless renewed, terminate at the end of the State of Ohio biennium budget period, to wit: the 30th day of June of each odd-numbered year.

4.7 EQUAL EMPLOYMENT OPPORTUNITY

The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111(B) and all related Executive Orders.

Before a contract can be awarded or renewed, Vendor must submit an Affirmative Action Program Verification Form to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State of Ohio encourages the Vendor to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

4.8 PAYMENT

The Vendor's fee shall be due and payable within thirty (30) days after receipt of a proper invoice. Defective invoices shall be returned to Vendor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

Section 126.30 of the Ohio Revised Code, and any applicable rules thereto, are applicable to this Agreement and require payment of interest if, upon receipt of a proper invoice, payment is not made within thirty (30) calendar days, unless otherwise agreed in writing. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code. In the event that BWC does fail to make prompt payment, Vendor is entitled to the interest allowed by law. In no event shall such failure to make prompt payment be deemed a default or breach of contract on the part of BWC.

By signing the contract, the selected vendor agrees to receive payment by means of electronic fund transfers, "EFT". BWC agrees to send to the selected vendor an Authorization Agreement for Automatic Deposit of State Warrants for the selected vendor to complete and to file with the

Auditor of State, providing the information needed to enable EFT payment. It is the Vendor's responsibility to complete and to submit the Authorization Agreement for Automatic Deposit of State Warrants.

Payment shall be made to the Vendor, in the Vendor's Federal E.I. number, as provided for in the response to the RFP. The date the EFT payment is issued shall be considered the date payment is made. Payment shall not be initiated before a proper invoice is received by BWC.

Any travel or per diem required by the Vendor to carry out its obligations under the contract shall be at the Vendor's expense.

4.9 RECORD KEEPING

During the term of this Agreement and until the expiration of three (3) years after final payment under the Agreement, the Vendor shall create, maintain, and provide BWC and/or its duly authorized representatives with access to and the right to examine auditable records of the Vendor that adequately document and fully substantiate the validity of Vendor's billings for work performed under the Agreement.

For each subcontract in excess of \$2,500, the Vendor shall require its subcontractors to agree to the provisions of this section on record-keeping.

4.10 WORKERS' COMPENSATION COVERAGE

The Vendor shall submit a copy of the certificate proving that the Vendor and agents are covered by workers' compensation, if applicable. The Vendor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such breach shall render the contract voidable in its entirety at BWC's sole discretion.

4.11 GENERAL COMMERCIAL AND PROFESSIONAL LIABILITY INSURANCE

The Vendor shall carry general commercial and professional liability insurance with limits of not less than \$100,000 for any one occurrence. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such breach shall render the contract voidable in its entirety at BWC's sole discretion.

Prior to the award of the contract, the selected Vendor shall submit to BWC a copy of the certificate of insurance. The Vendor will furnish a certificate of insurance to BWC for the required coverage from an insurance carrier authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to BWC as to the contents of the policies and the quality of the insurance carriers. The certificate must list BWC as an additional insured. Failure to currently maintain the required coverage amounts will not disqualify a vendor during evaluation. Failure to provide the certificate of coverage will result in the Vendor being deemed non-responsive, and the proposal will be immediately disqualified.

4.12 VENDOR'S LIABILITY

The Vendor shall hold BWC harmless and indemnify BWC from and against any claims, demands, losses, and causes of action asserted against or incurred by BWC which result from or arise out of the negligent conduct or intentional acts of the Vendor, its agents, employees and

subcontractors. The Vendor's entire liability and BWC's remedies for claims it may have related to or arising out of the Agreement for any cause and regardless of the form of action shall include all legal and equitable remedies.

4.13 CONTRACT COMPLIANCE AND TERMINATION

During the term of this contract, the designated DSH Training Center Advisor responsible for your course shall be responsible for monitoring the Vendor's performance and compliance with the terms and conditions of the contract. It is specifically understood that the nature of the services to be rendered pursuant to any contract resulting from this RFP are of such a nature that BWC is the sole judge of the adequacy of such services. BWC reserves the right to cancel the contract at any time without cause upon thirty (30) days notice. Upon cancellation, other than for the default of the Vendor, BWC shall pay the Vendor for services rendered prior to the effective date of the cancellation. If BWC's representative observes any infraction(s), such shall be documented and notice conveyed to the Vendor for immediate correction. Continued failures on the Vendor's part to comply with the terms and conditions of the ensuing contract may constitute an event of default. Unremedied infraction(s) persisting beyond thirty (30) days after notice to the vendor may constitute an event of default.

BWC reserves the right to cancel any class within two (2) weeks of the scheduled date because of low enrollment and/or any other unforeseen circumstances, and is not responsible in any manner for remunerating the Vendor for the canceled session.

BWC is not obligated and shall not pay for any services provided under this Contract that the Vendor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and Vendor shall immediately return to BWC all funds paid for those services.

In addition, if the Vendor or any of its subcontractors perform any such services outside of the United States, BWC may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Vendor. If BWC terminates the Contract, BWC may buy substitute services from a third party, and BWC may recover the additional costs associated with acquiring the substitute services.

If the Vendor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Vendor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Vendor has thirty (30) days to change or shift the location(s) of services performed to location(s) within the United States. BWC may recover liquidated damages in the amount of 1% of the value of the contract for every day past the time permitted to change or shift the location(s).

4.14 DEFAULT BY THE VENDOR

BWC declares and the Vendor acknowledges that BWC may suffer damages due to the failure of the Vendor to act in accordance with the requirements, terms, and conditions of the contract. BWC declares and the Vendor agrees that such failure shall constitute an event of default on the part of the Vendor. The Vendor agrees that if BWC does not give prompt notice of such a failure, that BWC has not waived any of its rights or remedies.

In the event that a vendor does not show up to teach a class, the DSH Training Center Advisor responsible for the class will contact the vendor to ascertain the reason for the missed class and then determine whether to reschedule the class. The contract with that vendor might be terminated. Repeated late starts to a class might also be reason to terminate the contract.

4.15 DAMAGES

Without limiting in any way the Vendor's liability under sections 4.12 or 4.13 above, in the event that the Vendor fails to cure a default or breaches any term or condition of the contract, the Vendor agrees to reimburse BWC for any actual and direct losses incurred by BWC. In addition, the Vendor agrees that BWC shall have the right to terminate the contract either in whole or in part, without liability to BWC whatsoever.

4.16 SUBCONTRACTING/ ASSIGNMENT / DELEGATION

The Vendor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the Training Center Advisor responsible for the class or his/her designee. Any assignment or delegation not consented to may be deemed void by BWC. However, BWC's approval will not serve to modify or abrogate the responsibility of the Vendor for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

4.17 DRUG FREE WORKPLACE

The Vendor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The Vendor shall make a good faith effort to ensure that all of its employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Vendor using his/her own student materials (handouts, text, manual) will own the intellectual property rights to those materials. If the Vendor uses copyrighted work by someone else, the vendor will have requested and received permission to use such work. BWC will house three extra copies of the student materials, two in its libraries and one by the Training Center Advisor responsible for the class, but will not otherwise reproduce, distribute, modify or use the materials without written permission from the Vendor.

4.19 OHIO ELECTIONS LAW

Vendor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

4.20 UNRESOLVED FINDING FOR RECOVERY

By signing the contract, the selected vendor affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State within the meaning of Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24 or otherwise qualifies under that section. The Vendor agrees that if this representation and warranty is deemed to be false, the contract shall be declared "void ab initio" as between the parties to this contract and BWC will not pay for any services rendered or goods delivered under the contract. Immediately upon such declaration, any funds paid under this contract shall be immediately repaid by the vendor to BWC or an action for recovery of such payments from the vendor may result.

**4.21 OFFSHORE PROVISION OF SERVICES PROHIBITED -
CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE**

The Vendor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Vendor not responsive and no further consideration will be given to the response. The Vendor's offering will not be considered. If the Vendor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

4.22 DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

The Vendor must complete the Declaration Regarding Material Assistance/Non- Assistance to a Terrorist Organization (DMA) certification as required by the Ohio Department of Public Safety/Ohio Homeland Security. Vendors are required to register at the Ohio Business Gateway, <http://obg.ohio.gov/> to certify that the Vendor does not provide material assistance to any organization on the United States, Department of State's terrorist exclusion list. The completion of this certification is considered a Condition Precedent for Execution of a Contract. Failure to complete the certification may result in the bidder being deemed not responsive and/or may invalidate any Contract award. The current Terrorist Exclusion List can be found on this website:

http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

4.23 DEBARMENT

Vendor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and Vendor shall immediately repay to BWC any funds paid under this Agreement.

5.0 SCOPE OF SERVICES

5.1 COURSE SPECIFICATIONS

Four courses are open for bid for the period of **July 1, 2011 to June 30, 2013**. Each course listed includes a course description, target audience, duration, projected class size, materials required, class cost for current contract, dates and locations, minimum course content, and instructor qualifications, including education, practical experience and instructional experience.

Vendors may bid on one or more courses. A separate proposal is required for each course.

BLOODBORNE PATHOGENS

| | |
|-----------------------------|--|
| Course Description | This course will train Ohio Employers to: understand the intent of the bloodborne pathogens standard (29 CFR 1910.1030); report incidents and accidents of exposure; understand how bloodborne pathogens are spread; learn the basic fundamentals of properly disinfecting equipment; help prevent exposure incidents by following work practice controls, engineering controls, PPE, and good personal hygiene. |
| Audience | Ohio Employers involved in establishing, implementing, or maintaining a bloodborne pathogens program. |
| Duration | .5 days, 3 contact hours |
| Projected Class Size | 30 students (varies with location & need 25-45) |
| Materials Required | Not to exceed 423 sets of materials |

Class Cost

This course is currently being contracted for \$947.00 per class.

Dates & Locations

When awarded, this contract will cover the two-year period from July 1, 2011, to June 30, 2013. Dates, times and locations for the second year will be determined based on mutual agreement of the selected vendor and BWC.

Minimum Course Content

- Bloodborne pathogen background and terminology,
- Current pathogens of interest; Hepatitis B, C, D, and HIV,
- Signs and symptoms of bloodborne pathogen infection,
- How bloodborne pathogens are transmitted,
- Guidelines for handling infectious materials,
- How to develop a site-specific Bloodborne Pathogen Exposure Control Plan.

Instructor Qualifications

Instructors must have at least **5** years of practical experience and at least **5** years of instructional experience. Please indicate how you meet these qualifications when you fill out the grid.

Education

- College degree in Nursing, Biology, Microbiology, Hematology, or a related field with training in handling blood and/or other infectious materials safely.
- **NOTE:** Advanced degree and/or additional training in bloodborne pathogens preferred.

AND

Practical Experience

- Five years experience as a practitioner in an environment handling infectious materials

OR

- Five years certification of a license qualifying you as a professional to handle infectious materials.

AND

Instructional Experience

- The instructor(s) must have 5 years of professional teaching and presentation experience in the subject area at major colleges, universities, institutes, safety and health conventions and/or professional meetings, short courses and/or workshops.

NFPA 70E and YOU: INSIGHT and IMPLEMENTATION**Course Description**

This course provides an overview of the hazards of electricity, standards and requirements of NFPA 70E, flash hazard analysis and protection, planning safe work practices, and selecting personal protective equipment (PPE).

| | |
|------------------------------|---|
| Audience | Contractors, maintenance workers, and others who work in or around electricity. |
| Duration | 1 day, 6 contact hours |
| Projected Class Size | 30 students (varies with location & need 25-45) |
| Materials Required | Not to exceed 363 sets of materials |
| Class Cost | This course is currently being contracted for \$4800.00 per class. |
| Dates & Locations | When awarded, this contract will cover the two-year period from July 1, 2011, to June 30, 2013. Dates, times and locations for the second year will be determined based on mutual agreement of the selected vendor and BWC. |

Minimum Course Content

- General review of the hazards of electricity,
- Scope, purpose, and application of 70E,
- General review of safe work practices,
- Lockout/Tagout requirements and procedures,
- Shock hazard analysis,
- Flash hazard analysis,
- Personal Protective Equipment (PPE).

Other Vendor Responsibilities

- Provide any demonstration equipment such as applicable PPE.

Instructor Qualifications

Instructors must have at least **5** years of practical experience and at least **5** years of instructional experience. Please indicate how you meet these qualifications when you fill out the grid.

Education (minimum of one of these three educational choices)

- Bachelor of Science degree in electrical engineering,
- **OR**
- Journeyman Electrician (evidence of Journeyman Electrician is completion of an apprenticeship program and/or a state or local electrician's license obtained by taking a written exam),
- **OR**
- State or National Certification as an Electrical Inspector (certification must be from a state or other recognized association obtained by taking a written exam)

AND

Practical Experience

- Instructor(s) must have an in-depth knowledge of all electrical codes, standards and guidelines including Ohio Administrative Code 4121-5 and OSHA Electrical Requirements.
- Instructor(s) must have at least five years of experience in electrical engineering **or** electrical design **or** electrical inspection.
- Instructor(s) must be actively practicing in the field of electrical safety.

AND

Instructional Experience

- Instructor(s) must have five years of professional teaching and presentation experience in the subject area at colleges, universities, institutes, safety and health conventions and/or professional meetings, short courses and/or workshops.

NONVIOLENT STRATEGIES for CAREGIVERS

| | |
|------------------------------|---|
| Course Description | This course will teach the student to recognize the warning signs of a potential crisis incident. De-escalation skills, posturing, non-verbal tactics and practical defensive tactics will be discussed |
| Audience | Staff in nursing homes, mental health facilities, and long-term residential facilities who encounter belligerent patients/residents. |
| Duration | One day, 6 contact hours |
| Projected Class Size | 35 students (varies with location & need 25-45) |
| Materials Required | Not to exceed 353 sets of materials. |
| Class Cost | This course is currently being contracted for \$7495.00 per class. |
| Dates & Locations | When awarded, this contract will cover the two-year period from July 1, 2011, to June 30, 2013. Dates, times and locations for the second year will be determined based on mutual agreement of the selected vendor and BWC. |

Minimum Course Content

- Industry recognized and accepted regulatory standards and procedures for non-violent strategies for caregivers (International Advisory Committee and Medical Advisory Board),
- Concern for the safety, security and welfare of residents as well as staff,
- Strategies for prevention, rather than reaction,
- How to minimize risks and avoid injury associated with physical interventions/violent situations,
- How to recognize/identify crisis behaviors,
- Practical skills to cope with personal fears and safety issues,
- Verbal and nonverbal tactics to defuse aggression,
- De-escalation skills to resolve a crisis,
- Physical interventions as a last resort to resolving violent outbursts.
- **Participant's Hands-on Experience:** Discussions, exercises, simulations, practice drills, group assignments.

Instructor Qualifications

Instructor(s) must have at least **5** years of practical experience and at least **5** years of instructional experience. Please indicate how you meet these qualifications when you fill out the grid.

Education

Bachelor's degree in Psychology, Health Psychology, Sociology, Social Work, Social Welfare or a related field

NOTE: Advanced degree preferred.

AND

Practical Experience

Five years experience as a practitioner in the healthcare or health and safety services industry with resident/patient/client exposure

AND
Instructional Experience

Five years experience presenting health and safety-related classes for various audiences with differing skill levels and backgrounds in healthcare and safety.

TEMPORARY TRAFFIC MANAGEMENT

| | |
|------------------------------|---|
| Course Description | The focus of the course is on safety hazard recognition in traffic work zones, private vehicular traffic, job site mobile equipment, and standards and requirements for safe work zones. |
| Audience | Construction employers, municipalities, counties and public entities whose service workers need to block roads and control traffic. |
| Duration | 0.5 days, 3 contact hours |
| Projected Class Size | 25 students (varies with location & need 25-40) |
| Materials Required | Not to exceed 203 sets of materials |
| Class Cost | This course is currently being contracted for \$4,100 per class. |
| Dates & Locations | When awarded, this contract will cover the two-year period from July 1, 2011, to June 30, 2013. . Dates, times and locations for the second year will be determined based on mutual agreement of the selected vendor and BWC. |

Minimum Course Content

- Part 1, Part 5, and Part 6 of the Ohio Manual of Uniform Traffic Control Devices,
- National and Ohio specific statistics on fatalities and injuries in work zones,
- Recognition and prevention of the hazards found in work zones,
- Injury prevention measures such as work zone layout, use of temporary traffic control devices, speed enforcement, use of flaggers, work zone illumination, developing traffic control plans, accountability and coordination at the work site, and safe work site equipment operation.

Instructor Qualifications

Instructors must have at least **5** years of practical experience and at least **5** years of instructional experience. Please indicate how you meet these qualifications when you fill out the grid.

Education (minimum of one of these three educational choices)

- Instructor(s) must have a Bachelor of Science degree

OR

- CSP with at least five years experience in construction safety management.

AND

Practical Experience

- Instructor(s) must have an in-depth knowledge of Part 1, Part 5, and Part 6 of the Ohio Manual of Uniform Traffic Control Devices.

- Instructor must be actively practicing in the field of construction safety.

AND

Instructional Experience

- Instructor must be an OSHA Certified Trainer

AND

- Instructor(s) must have 5 years of professional teaching and presentation experience in the subject area at colleges, universities, institutes, safety and health conventions and/or professional meetings, short courses and/or workshops.

5.2 RESPONSIBILITIES OF THE SELECTED VENDOR (COST)

The vendor is responsible for:

- paying all costs involved with the development and delivery of all instructional materials,
- paying any costs associated with transporting, unloading, setting up and dismantling equipment required to deliver the instruction, and
- paying the cost of all travel-related expenses incurred in the performance of the contract.

5.3 RESPONSIBILITIES OF THE SELECTED VENDOR (CLASS DUTIES)

The vendor is responsible for:

- prior to the first class, completing and submitting a DSH Learning Outcome Plan detailing the curriculum of course in relation to learning outcomes/time/content/etc.
- presenting an organized, well-designed course, which actively involves student participants in the learning process, includes effective audio-visual aids, and encourages follow-up activities back in the student's workplace
- conducting at least **one assessment** activity to measure the students' successful completion of the course's learning outcomes and document this for each student (test, tally sheet of activities, etc.) that will be **collected** and provided to the Training Center at the conclusion of each class with a **numerical score**;
- during & after each class, completing and submitting all required documentation requested by the DSH Training Center.

5.4 RESPONSIBILITIES OF THE SELECTED VENDOR (MATERIALS)

The vendor is responsible for:

- bringing (or shipping two weeks in advance of the class) sufficient course materials for students in the class, which will become their property at the completion of the course,
- (to the first class of the contract) bringing three extra copies of course manuals for our Resource Center,
- Including in the student manual:
 - educational content
 - an agenda
 - a course outline
 - course objectives- achievable learning outcomes
 - PowerPoint slides used during the class (optional)
 - a list of appropriate follow-up activities for the students to apply back in the workplace

- a bibliography
- bringing all specialized demonstration equipment and props required to deliver the specified course objectives, and
- bringing appropriate audio-visual material (slides, videotapes, laptop computers, laptop sound systems), etc. required to support classroom instruction.

5.5 RESPONSIBILITIES OF THE SELECTED VENDOR (MISCELLANEOUS TASKS)

The vendor is responsible for:

- providing agreed-upon instructor(s) at the specified dates and times
- (if shipping materials) notifying the location contact of delivery carrier and date/time of delivery of course materials and equipment, and
- Meeting all contract provisions.

5.6 RESPONSIBILITIES OF THE TRAINING CENTER

The Training Center provides:

- students,
- a class setting conducive to achievement of the course content and objectives,
- audio-visual equipment with the **exception of computers and computer accessories**,
- appropriate accreditation for students,
- student attendance roster,
- student certificates of completion,
- student course evaluation forms,
- student supplies (pens, name tents), and
- Training Center operating procedures, contact names and maps to site locations, and hotel information, and so forth.

6.0 PROPOSAL

6.1 COVER LETTER

A cover letter in the form of a standard business letter that shall be signed by an individual authorized to legally bind the Vendor must be provided. The letter shall provide the name, telephone number and e-mail address of a contact person with authority to answer questions regarding the proposal. The letter shall also provide a statement that the proposal remains valid for the term of the proposed contract.

6.2 GRID (on pages 30 - 31)

Fill out one grid for each instructor. Do not substitute a resume for this required grid. The grid includes instructor's formal education, practical experience, and instructional experience. You may attach other information to the grid, such as:

- professional designations or affiliations
- significant accomplishments or awards
- published articles or books
- original research

6.3 MODULE DESCRIPTION

In 1-3 pages double-spaced, describe a one-hour module from the course on which you are bidding, including:

- Objective(s): specifically learning outcome students should be able to achieve by end of module (IACET/ANSI standard compliant)
- How module fits into the whole class
- Materials used by the students
- Materials used by the instructor
- Relevance to the audience
- Strategies for engaging the audience
- Criteria for measuring the results of the module
- Uniqueness of how you present this module compared to other vendors

6.4 PROPOSED AGENDA

List a complete outline of the entire proposed course content and a brief description of exercises or hands-on experiences to support the course objectives. Indicate approximate time frames and time frames connected to the specific learning outcomes and methods of delivery and evaluation.

6.5 CLASS EXPENSES

Divide the class expenses into 3 categories:

- Material costs
- Shipping and receiving costs, if applicable
- Labor costs (time allowed for preparation of lesson plans and materials, actual hours of instruction, time allotted for travel, etc.) Please show total hours, cost per hour and total labor cost as shown in the example below.

Example of Class Expenses:

(This example is for demonstration purposes only and is not intended to be a realistic estimate for a course.)

| | | |
|-----------------------------|-------------------------------------|-----------------|
| Materials | Supplies, books and student manuals | \$ 2,500 |
| Shipping | Shipping and Receiving | 0 |
| Labor | 120 Hours at \$45.00/hour | <u>+ 5,400</u> |
| Total Cost per Class | | \$ 7,900 |

NOTE: Travel expenses should be included in the labor cost. **DO NOT** list travel expenses as a separate expense or this might result in the rejection of your proposal.

6.6 COST TOTAL

Give both cost per class and the total cost of the proposal submitted.

Example of Cost Total:

| | |
|------------------|--------------|
| Three classes at | \$7,900 each |
| Total Cost | \$23,700 |

6.7 PROOF OF INSURANCE AND WORKERS' COMPENSATION COVERAGE

The Vendor shall provide a copy of a current Ohio certificate of workers' compensation coverage, if applicable, or insurance policy for workers' compensation coverage and liability coverage.

6.8 CONFLICTS OF INTEREST / ETHICS

The Vendor must describe how it avoids conflicts of interest or the appearance of a conflict of interest. The Vendor must present a statement that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services that are required to be performed under the contract. The Vendor must affirm that no person having such interest shall be employed in the performance of the contract. The Vendor shall likewise advise BWC in the event it acquires such interest during the course of the contract.

The Vendor must present a statement with the submission of a proposal that it agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

6.9 DISCLOSURE STATEMENT

The Vendor must provide a completed IRS Form W-9 and a disclosure statement concerning its organizational structure, including subsidiary or parent corporations and/or organization and ownership information.

6.10 OFFSHORE PROVISION OF SERVICES PROHIBITED - CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (on pages 14 - 15)

7.0 PROPOSAL EVALUATION

7.1 BWC SELECTION COMMITTEE

A selection committee composed of BWC personnel will evaluate the proposals and the Training Module Presentation. The composition of the committee will remain consistent for all responses. The selection committee will be responsible for documenting and tabulating the scores for all responses.

7.2 EVALUATION APPROACH

There are four phases in evaluating vendors. Each phase needs to be passed satisfactorily in order to progress to the next phase. The following table is a summary of those phases.

| Phase | <i>Title of phase</i> | Answers the question | Criteria used to answer the question |
|---------|------------------------------|--|--|
| Phase 1 | Paper Review | Has the vendor filled out the paperwork correctly and completely? | Materials submitted, including the grid, the agenda, the module description and so forth |
| Phase 2 | Minimum Qualifications | Does the vendor have the required minimum qualifications listed in the RFP? | Education Practical experience Instructional experience |
| Phase 3 | Best Qualified | Of all the vendors who have the minimum qualifications, which two or three are the best qualified? | Practical experience Instructional experience Module description Education Agenda Cost |
| Phase 4 | Training Module Presentation | Of the vendors who present a sample training module, which one is superior? | Knowledge of topic Presentation technique Interaction with audience Time management Use of audio-visual materials Sample manual |

If all the factors are equal, past experience with the Training Center will be considered during vendor comparisons.

7.3 PHASE I PAPER REVIEW

The first phase of the evaluation process consists of a review of all proposals received to ensure that each proposal contains the requirements identified below:

Minimum Requirements

- The Vendor must submit 1 original and 6 copies of the proposal by the deadline.
- The Vendor must sign and seal the original and all copies of the proposal.
- The Vendor Proposal must include:
 - Cover Letter
 - Grid (one per instructor)
 - Module description
 - Proposed agenda
 - Class expenses
 - Cost total
 - Proof of Insurance and Proof of Workers' Compensation Coverage
 - Conflicts of Interest / Ethics Statements
 - Disclosure Statement
 - Offshore Provision of Services Prohibited – Contractor/Subcontractor Affirmation and Disclosure

Common submission errors

The following list details some of the most common submission errors that shall be grounds for rejection of proposal:

- failure to sign the original and all copies of the Proposal;
- failure to identify RFP Bid Number on the outside envelope;
- failure to submit 1 original and 6 copies for evaluation purposes;
- failure to meet the deadline for submission;
- mailing proposal with insufficient postage; and,
- taking exception to mandatory technical terms, conditions, and requirements of the contract.

Proposals that have been determined not to have met one or more of the mandatory requirements will be excluded from any further consideration or scoring.

7.4 PHASE II MINIMUM QUALIFICATIONS

Phase II scrutinizes the proposals to determine whether the minimum instructor qualifications as stated per course in Section 5 are met for each course, including education, practical experience, and instructional experience.

7.5 PHASE III BEST QUALIFIED

Phase III compares all qualified vendors (who pass Phase II) for each course to determine which two or three are the best qualified.

Criteria

The following criteria will be used to rate qualified vendors, with the point totals:

| | | |
|--------------------------|-----|--------|
| Practical experience | 25 | |
| Instructional experience | 25 | |
| Module description | 15 | |
| Education | 15 | |
| Agenda | 5 | |
| Cost | 15 | |
| Total | 100 | points |

Procedure

The procedure will be as follows:

Comparing qualified vendors for the same course with each other, the selection committee will give the maximum number of points to the vendor with the most practical and instructional experience, the greatest education, the most satisfactory product or the least price. The vendor with the least of these criteria will be given **zero** points. All other vendors will be given gradations of points depending on their relative merit on each criterion.

Points will be totaled for each vendor. The two vendors with the most total points will pass to Phase IV. If a third vendor is within 5% of the points of the lower of the two top vendors, then this third vendor will also pass to Phase IV.

7.6 PHASE IV TRAINING MODULE PRESENTATION

The two or three best qualified vendors will be invited to present a one hour sample training module (referred to as a “preview”). All preview presentations will take place at the DSH Training Center, Pickerington, Ohio, between November 8-12 2010 & November 22-24, 2010 at the vendor’s expense. The audience for the presentation is the Training Center Selection Committee

composed of Division of Safety & Hygiene content experts and Training Center staff. The sample training module should be presented as if the audience were students (Ohio employers).

Criteria

A standardized evaluation form used to evaluate the training module presentation will be sent to the vendors prior to the presentation. It includes the following categories:

- Content knowledge, including use of examples, explanation of technical terms, and others,
- Instructor characteristics, including the ability to present difficult technical knowledge to a lay audience, to actively involve students in the learning process, and other items,
- Effective use of time, and
- Course materials, including student materials and audio-visual aids.

Guidelines

- Instructor(s) may select the module to teach.
- **Only the instructor(s) who participate in the phase IV module presentation will be permitted to instruct for the Training Center, if awarded the contract, without prior approval from the Training Center.**
- Prior approval for an instructor to teach a DSH class that was not present during the phase IV module presentation:
 - Will only be granted in an emergency or special circumstance;
 - Will only occur when an instructor meets the minimum qualifications to bid on the course;
 - Will need to be approved by the Training Center advisor assigned to the course (before the class);
 - And can be revoked at anytime, for any reason.
- The length of the module presentation will be one hour, including approximately five minutes for the instructor to introduce himself/herself and his/her company.
- The module should include:
 - course objectives: achievable learning outcomes
 - appropriate audio visuals, props, or other related equipment
 - sample student materials to support the training module
 - hands-on application or exercise, if applicable
 - “Hands-on” is defined as an activity in which the students are actively participating.
- The module will be followed by a 30-minute question-and-answer session with the Training Center Selection Committee, covering subject content and instructional techniques.
- Vendors **must submit one entire sample student manual** that was designed for the same or similar course, which could be customized if the vendor is selected.
- **Vendors are responsible for travel and lodging costs when presenting a training module during the Preview.**

Procedures for presenting sample training module

- The Training Center will contact vendors no later than one week prior to the preview date to schedule the preview. Local hotel information and maps will be sent to those vendors.
- Prior to presenting the sample training module, vendors will receive a copy of the evaluation form which will be used by the Selection Committee.
- Prior to presenting the sample training module, vendors will be asked to submit their audio-visual equipment needs.

7.7 CLARIFICATIONS AND CORRECTIONS

During the evaluation process, the evaluation committee may request clarifications from any respondent under active consideration and may give any respondent the opportunity to correct defects or to supplement information in its Proposal if the evaluation committee believes in its sole judgment that doing so does not result in an unfair advantage for the respondent and it is in BWC's best interest.

7.8 CONTRACT NEGOTIATIONS

The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at BWC's convenience. The selected Vendor(s) are expected to negotiate in good faith.

Negotiations may be conducted with any Vendor who submits a competitive proposal, but BWC may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Vendor's proposal, as appropriate. Any Vendor whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP, and will be given the opportunity to negotiate revisions to its proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked proposal, BWC may limit negotiations to only that Vendor and not hold negotiations with any lower-ranking Vendor. If negotiations are unsuccessful with the top-ranked Vendor, BWC may then go down the line of remaining Vendors, according to rank, and negotiate with the next highest-ranking Vendor. Lower-ranking Vendors do not have a right to participate in negotiations conducted in such a manner.

If BWC decides to negotiate with all the remaining Vendors, or decides that negotiations with the top-ranked Vendor are not satisfactory and negotiates with one or more of the lower-ranking Vendors, BWC will then determine if an adjustment in the ranking of the remaining Vendors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Vendors, as adjusted.

Auction techniques that reveal one Vendor's price to another or disclose any other material information derived from competing proposals are prohibited. Any oral modification of a proposal will be reduced to writing by the Vendor as described below.

Following negotiations, BWC may set a date and time for the submission of best and final proposals by the remaining Vendor(s) with which BWC conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, BWC need not require the submissions of best and final proposals.

If best and final proposals are required, they may be submitted only once; unless BWC makes a written determination that it is in BWC's interest to conduct additional negotiations. In such cases, BWC may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Vendor does not submit a best and final proposal, the Vendor's previous proposal will be considered the Vendor's best and final proposal.

It is entirely within BWC's discretion whether to permit negotiations. A Vendor must not submit a proposal assuming that there will be an opportunity to negotiate any aspect of the proposal. BWC is free to limit negotiations to particular aspects of any proposal, to limit the Vendors with whom BWC wants to negotiate, and to dispense with negotiations entirely.

BWC generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the top-scoring Vendor's proposal. If negotiations fail with the top-scoring Vendor,

BWC may negotiate with the next Vendor in ranking. Alternatively, BWC may decide that it is in BWC's interests to negotiate with all the remaining Vendors to determine if negotiations lead to an adjustment in the ranking of the remaining Vendors.

From the opening of the proposals to the award of the Contract, everyone working on behalf of BWC to evaluate the proposals will seek to limit access to information contained in the proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Vendors, and the evaluation committee will not be allowed to tell one Vendor about the contents of another Vendor's proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Vendor that seeks to gain access to the contents of another Vendor's proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Vendor and submitted to BWC within five (5) business days. If BWC accepts the change, BWC will give the Vendor written notice of BWC's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

If a Vendor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, BWC may terminate negotiations with that Vendor.

8.0 AWARD OF CONTRACT

8.1 AWARD PROCEDURE

The Training Center Selection Committee will recommend to the Educational Services Manager the vendor with the highest number of points from Phase IV. The selected vendor will be phoned. All Vendors shall be notified of the selection decision by letter, fax or e-mail. No information will be released by BWC until the official announcement of award. All offers tendered in response to this RFP shall remain open for a period of sixty (60) days from the date of the Preview Presentation.

BWC reserves the right to reject any and all proposals received in response to this RFP. The evaluation committee may waive minor defects that are not material when no prejudice will result to the rights of any other vendors, the public, or BWC.

8.2 CONTRACT EXECUTION

BWC will provide the successful Vendor a contract for execution based on the draft attached to this RFP. If the Vendor fails to execute such contract within a reasonable time, BWC reserves the right to reject the proposal and award the contract to the next highest scoring Vendor until a contract is negotiated, or BWC decides not to contract.

Grid of Education and Experience

(Please refer to Instructor Qualifications)

Name of Instructor: _____

Name of Course: _____

Formal Education

| Degree(s) / Certification(s) | Institution | Date of Completion |
|------------------------------|-------------|--------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Practical Experience

| Company | Job Title | Job tasks | Date(s) | Number of years |
|---------|-----------|-----------|---------|-----------------|
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(Grid continues with Instructional Experience on the next page.)

SAMPLE – AGREEMENT – SAMPLE
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
NAME OF SELECTED VENDOR

This is an Agreement by and between NAME OF SELECTED VENDOR, (hereinafter referred to as the "Vendor" or "Contractor"), having offices at ADDRESS OF SELECTED VENDOR, and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215, entered into the day, month, and year set out below.

Whereas, the Bureau issued a Request for Proposals ("RFP") # B11001 for Occupational Safety & Health Courses, and the Vendor submitted the best responsive and responsible response to the Request for Proposals;

Now, therefore, the parties hereto mutually agree to perform the contract in accordance with the Request for Proposals and the Vendor's Proposal, which are hereby incorporated by reference as if fully rewritten. Furthermore the parties agree that if there is any conflict between the Request for Proposals and the Vendor's Proposal, the Request for Proposals controls.

CONDITIONS PRECEDENT: It is expressly understood and agreed that approval of this Contract by the Office of Budget & Management, pursuant to Ohio Revised Code Section 126.07, and that certification of the availability of funds sufficient to meet the obligation proposed to be incurred hereunder, shall be conditions precedent to the creation of any obligation under this Contract. It is further agreed that the approval for expenditure of funds pursuant to this Contract shall be obtained from the Ohio Controlling Board, in the event the aggregate sum of this Contract in conjunction with all monies disbursed and/or encumbered in this fiscal year pursuant to non-competitively bid contracts with Consultant equals or exceeds \$50,000.00, and is an express condition precedent to the creation of any obligation pursuant to this Contract.

State appropriations expire on June 30 of every odd-numbered year. BWC's duty to make payments also expires on June 30 of every odd-numbered year. Continuation thereafter is conditioned upon Renewal to continue the contract into the next biennium budget period. All payment obligations of this Agreement are subject to appropriation and, unless renewed, terminate at the end of the State of Ohio biennium budget period, to wit: the 30th day of June of each odd-numbered year.

TERM AND RENEWAL: The parties agree that all services promised to be performed pursuant to this Agreement shall commence on July 1, 2011, contingent upon compliance with any and all conditions precedent as provided for herein, and shall be completed by June 30, 201 unless modified by mutual agreement of the parties.

The Agreement can be renewed for one (1) additional two year period at the sole and exclusive option of the Bureau. BWC shall incur no liability should it choose not to exercise its exclusive option to renew the contract.

EQUAL EMPLOYMENT OPPORTUNITY: The Vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111(B) and all related Executive Orders.

Before a contract can be awarded or renewed, Vendor must submit an Affirmative Action Program Verification Form to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State of Ohio encourages the Vendor to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

OFFSHORE PROVISION OF SERVICES PROHIBITED - EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Contractor also affirms, understands, and agrees to immediately notify BWC of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

OHIO ELECTIONS LAW: Contractor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION: Contractor affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Contractor affirms that a person who is or may become an agent of Contractor, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Contractor agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

NAME OF SELECTED VENDOR

Tax ID # _____

BWC Risk # _____

Signature

Printed Name

Printed Title

Date

Signature

Printed Name

Printed Title

Date

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

By signing below, the parties acknowledge that they have read, fully understand, and agree to the terms of this Agreement.

name.doc
dept
date