

REQUEST FOR PROPOSALS

By the

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

for

Data and Analytics Roadmap Implementation

January 31, 2020

Bid # BWCB20004

RFP ISSUED: January 31, 2020
INQUIRY PERIOD BEGINS: January 31, 2020
INQUIRY PERIOD ENDS: February 20, 2020 at 8:00 A.M. ET
PROPOSAL DUE DATE: February 27, 2020 by 2:00 P.M. ET

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

OPENING LOCATION: Ohio Bureau of Workers' Compensation
Procurement Administration
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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PLEASE READ ALL CONDITIONS AS SET FORTH IN THIS REQUEST FOR PROPOSALS (RFP) FOR
A FULL UNDERSTANDING OF THE REQUIREMENTS

1.0 BACKGROUND AND PURPOSE OF PROJECT

1.1 BWC GENERAL BACKGROUND

Operated according to 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 invested assets of \$27.2 billion as of October 31, 2019 and annual insurance premiums and assessments of approximately \$1.6 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, 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 except for self-insured claims. 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 BWC Board of Directors (Board), as a fiduciary, oversees BWC's activities and functions.

BWC is an agency within the state government of Ohio responsible for the operation of the workers' compensation system in the state. As an exclusive provider of workers' compensation for the state, employers operating in the state may only purchase workers compensation coverage from the SIF managed by the BWC. Self-insurance by qualifying employers is the only alternative method of providing the mandatory benefits to injured workers. State law provides rules for replacement of lost wages and payment of medical expenses associated with an employee's work-related injury.

1.2 ABBREVIATIONS AND DEFINITIONS

- Board Board of Directors
- Agency, BWC, or Bureau Ohio Bureau of Workers' Compensation
- Contract A document that will be executed between BWC and the selected Supplier.
- DAS Ohio Department of Administrative Services
- IW Injured Worker
- Mandatory Must, Shall, Required without exception or limitation
- OAKS Ohio Administrative Knowledge System
- ORC Ohio Revised Code
- Proposal A document submitted by a Supplier in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.
- RFP Request for Proposals
- Offeror One who submits a response to a solicitation document
- Services Work to be performed as specified in this RFP
- SIF State Insurance Fund
- Supplier A seller of goods and/or services. The person or business unit performing services, or manufacturing, producing, or shipping supplies required by the contract.

1.3 PROJECT BACKGROUND

BWC's data is currently managed across several divisions within the Agency. The following divisions have significant data sources and needs:

- **Actuarial** – Sets rates and reserves and provides support to our actuarial consultant. Relevant data includes employer payroll, premium and medical and compensation payments.
- **Claims Operations** – Manages the compensation of injured workers and assists them in returning to work. Relevant data includes payment of compensation, time off work, case workload and injured worker (IW) demographics.
- **Employer Services** – Manages the application for coverage and management of employer policies and employer programs. Relevant data includes employer payroll, premium, program participation, medical and compensation payments, employer demographics and coverage periods.
- **Fiscal Operations** – Manages the financial operations of BWC. Relevant data includes contract payments, claim payments, employer premium, employer coverage, internal BWC payroll and budget, and fleet management.
- **Legal** – Provides legal support to BWC and manages settlements, BWC subrogation, and handicap reimbursement programs. Relevant data include public information requests, claim demographics and payments, employer payroll, employer demographics.
- **Medical Services and Compliance**- Manages the relationships with BWC's Managed Care Organizations (MCOs) and all related processes, sets fee schedules, manages the provider bill payment process, handles medical bill adjustments, Medicare subrogation, and provider overpayment recoveries. Relevant data includes but is not limited to: MCO demographics, MCO employer assignments, MCO performance measurements, medical and vocational rehabilitation service payments, Medicare subrogation, and provider overpayment recoveries.
- **Medical Operations** – Manages the relationships with providers, pharmacy benefits and vocational rehabilitation. Relevant data includes but not limited to: provider demographics, medical and pharmacy payments, vocational rehabilitation participation and payments.
- **Safety & Hygiene** – BWC's loss prevention function that provides onsite safety consultation, training, library, and safety intervention grants to employers of Ohio. Relevant data includes claims frequency and severity data, grant information, employer demographics, employer payroll.
- **Special Investigations (Fraud)** – The enforcement division for BWC that investigates claimant, employer, and provider fraud. Relevant data includes employer and IW payment history, IW and employer demographics, general claim information, and information from other agencies.

BWC's primary data systems are as follows:

- **CoreSuite (CS)** - Integrated policy and claims management system that supports core insurance activities from application and issuance of insurance policies to adjudication of claims and payment of benefits.
- **Cambridge (CAM)** - External medical bill adjudication and payment system owned and managed by contracted Supplier. Multiple interfaces to CoreSuite and other systems to ensure appropriate handling of all medical bills.
- **PEACH** – Internally developed provider enrollment and credentialing system.
- **Rates & Payments (R&P)** - System used to consolidate benefit payments and employee payroll figures from multiple source systems to enable actuarial analysis, development of premium rates, case reserves and financial reserves.

- **Fraud Management System (FMS)** - System used to track allegations, investigations, and outcomes of workers' compensation fraud cases
- **Risk Control Inspection (RCI)** – System used to track safety & hygiene consultations, visits, and recommendations to employers.
- **Oracle Financials** – BWC's Oracle E-Business Suite (EBS) 12.1 on-premise solution (a.k.a. Oracle Financials) is used by the Finance Division to inventory fixed assets, track accounts receivable not housed in CoreSuite, prepare a budget for the Bureau, and house the Bureau's general ledger that is used for the preparation of monthly and annual financial statements in accordance with Generally Accepted Accounting Principles. There are also critical interfaces for CoreSuite, Rates & Payments, Mellon Bank and OAKS.
- **Ohio Administrative Knowledge System (OAKS)** – System used as the book of record to monitor BWC's administrative spending against the fiscal year budget as approved by the General Assembly, and to generate purchase orders and related payments.

1.4 PURPOSE OF THE REQUEST FOR PROPOSALS

BWC is seeking a vendor to execute an analytics strategy that will allow BWC to properly manage its data information assets and deliver better insight into the BWC's business processes

In 2017, BWC established an Analytics Steering Committee to determine the broad goals of BWC's analytics program and the type of services the Agency needed to purchase to advance the Agency's goal of being a world-class insurance carrier by integrating data-driven decision making into all levels of the Agency. More specifically, BWC established the following goal:

Establish and execute an analytics strategic roadmap that will allow BWC to properly manage its information assets and deliver better insight to the business, allowing the Agency to enhance the customer experience, improve efficiency and reduce expense, better identify and mitigate risks, and maintain solvent insurance funds.

BWC is redesigning our Enterprise Data Warehouse (EDW) with a dimensional/star-schema architecture using Denodo data virtualization and cataloging. BWC's desire is to acquire a supplier in this area who has extensive experience and has focused on this specialty over an extended time. Additionally, within the proposal, BWC would like the vendor to explain "how" the State's InnovateOhio Platform described in Supplement 1: State IT Policy Standard and Service Requirements will be leveraged. If the vendor will not be leveraging the State's InnovateOhio Platform, BWC would like for the vendor to explain the deviation. The EDW will provide the foundation for both operational and analytical reporting. Specifically, this effort will include re-architecting our existing data warehouse model with a dimensional/star-schema architecture. This project will perform analysis of the source systems, designing/modeling the dimensional/star-schema architecture, constructing Dimensional Bus Matrix, creating artifacts for Data Modelers, Business Analysts, and Extract Transformation and Load (ETL) Developers including but not limited to time and hierarchical relationships, detailed star schemas, source to target mapping documents, and interacting with the Business Intelligence (BI) reporting team on report requirements.

BWC has created a Data Office that is charged with Data Governance, Data Analytics, Data Warehousing, and Data Delivery. This project team(s) will report to this team. The data office reports directly to the executive oversight committee. Ideally, BWC would like a team approach that can work on two or more business areas simultaneously and would like to see that represented in the proposal.

1.5 MANDATORY REQUIREMENTS

The following Table 1 contains items that are considered mandatory requirements for this RFP.

Determining the Offeror's ability to meet the minimum administrative and professional requirements is the first step of the BWC evaluation process. If Mandatory Requirements are listed below, the Offeror must demonstrate it meets all requirements listed in the Mandatory Proposal Requirements section (Table 1). As more fully described in section 5.0 below, the Offeror will be required to organize its Proposal addressing each of the requirements in order, with numbered tabs for each section. The Offeror's response to the mandatory requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter" Section 5.1.

BWC will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by BWC and BWC may not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
Offeror must demonstrate proficiency in Dimensional Data Modelling		

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. Offerors shall not contact Agency/program staff regarding the RFP or submitted Proposals until the Contract award is announced.

2.1 DATES:

RFP ISSUED	January 31, 2020
Question Submission Period Begins	January 31, 2020
Question Submission Period Ends	February 20, 2020 at (8:00 AM ET)
Answers to Questions Posted	February 21, 2020
Proposals Due	February 27, 2020 by 2:00PM ET
Interviews (If necessary)	Week of March 23, 2020
Award Date (Estimated)	April 27, 2020
Contract Start Date (Estimated)	May 4, 2020

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 2:00 p.m. on the due date 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 Quick Links Menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Opportunity Search Results page, click on the hyperlinked Bid Number.
6. On the Opportunity Details 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. Enter the Confirmation Number at the bottom of the page.
10. 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 February 20, 2020 at 8:00 a.m. ET. 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 "Quick Links" menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Select the "Search" button.
5. On Procurement Opportunity Search Results page click on the Document/Bid Number link.
6. On the Procurement Opportunity Search Detail page, click the "View Q & A" button to display all inquiries with responses submitted to date.

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

Assistance will be available to suppliers who seek clarification on specific sections of this RFP. All inquiries relating to this RFP shall be directed to the State Procurement website through the inquiry process in Section 3.1. Section 2.1 of this RFP defines the time periods in which prospective suppliers can submit inquiries relevant to this RFP and when BWC will respond to all such inquiries. Communications directed elsewhere and/or not written may result in disqualification of the Supplier. All BWC responses to inquiries will be in writing and will be made available to all offerors to this RFP via the process described in Section 3.1.

The Board, BWC Administrator, and BWC employees or representatives shall be prohibited from responding to any inquiries where there is a potential for bias or favoritism or appearance of impropriety due to personal or potential conflicts of interest. In order to ensure fairness and parity among prospective suppliers, from the time of the release of this RFP until a Supplier is selected and a Contract is awarded, the suppliers shall not communicate with any BWC staff concerning this RFP, except as provided in this RFP. If the Supplier attempts or undertakes an unauthorized communication, BWC reserves the right to reject that supplier's Proposal without evaluation. BWC reserves the right to contact any Supplier for clarification or correction of any items in the Proposal submitted. BWC shall not be responsible for any supplier'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

Suppliers must carefully review all elements of their final Proposal. Once received by BWC, a Proposal cannot be altered except as provided in Sections 6.5 and 6.6 of this RFP. One (1) complete, sealed and signed original Proposal, one (1) electronic PDF version on a flash drive (portable storage device), and five (5) hard copies of each Proposal shall be submitted for evaluation. Proposals shall be clearly marked "Data and Analytics Roadmap Implementation Bid # BWCB20004" on the outside of the envelope. FAX transmittals will not be accepted. All copies must be received by BWC together and in a timely manner consistent with the schedule presented in Section 2.1.

All material submitted to and accepted by BWC in response to the RFP shall become the property of BWC and will be retained by BWC in accordance with the Ohio Public Records Act and Ohio records retention laws. THE CONTENTS OF ALL PROPOSALS ARE SUBJECT TO THE OHIO

PUBLIC RECORDS ACT, SECTION 149.43 OF THE OHIO REVISED CODE, UNLESS OTHERWISE EXCEPTED BY LAW.

Any material for which claim of trade secret or other confidentiality is made must be sealed in a separate envelope and marked as Confidential, with an explanation of the basis for claim of confidentiality, including any statute exempting the information from disclosure as a public record. Any claim of confidentiality is waived unless this requirement is met. 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 are confidential may result in the disqualification of that Proposal.

BWC will make the final determination whether the information so marked is exempt from disclosure as an exception to the Ohio Public Records Act. After a Contract is awarded, if BWC determines that the information separately sealed by any Offeror appears not to be exempt and may be released upon a proper request, the Offeror will be advised of BWC's intent to release the information.

Proposals must be sealed and received in BWC Procurement Administration by 2:00 PM ET on February 27, 2020. Proposals delivered after the deadline will not be accepted or evaluated, and shall be deemed non-responsive. Proposals will be opened publicly after the 2:00 PM ET deadline at BWC.

If mailing Proposals, suppliers should allow for sufficient mailing time to ensure timely receipt by BWC Procurement Administration. All mail and deliveries can be expected to undergo package security screening (amounting to approximately one hour) before receipt in BWC Procurement Administration. Suppliers must anticipate this additional time when arranging for mail or delivery of Proposals. If attending the opening, suppliers 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 copies of the Proposal to:

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

PLEASE MAKE SURE THE PROPOSALS ARE DELIVERED TO BWC PROCUREMENT ADMINISTRATION ON THE 24TH FLOOR OF THE WILLIAM GREEN BUILDING BY 2:00 PM ET ON THE DUE DATE. PROPOSALS DELIVERED TO OTHER LOCATIONS MAY NOT BE RECEIVED BY BWC PROCUREMENT ADMINISTRATION IN A TIMELY MANNER. ONLY PROPOSALS RECEIVED IN BWC PROCUREMENT ADMINISTRATION BY 2:00 PM ET ON THE DUE DATE WILL BE OPENED AND CONSIDERED.

3.4 CHANGES TO THIS REQUEST FOR PROPOSALS

All suppliers will be notified in the event 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 suppliers, if appropriate, to extend the deadline to accommodate needed changes in the Proposals.

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4.0 SCOPE OF SERVICES

4.1 Statement of Work and Project Requirements

This project will focus on two main areas. First, data warehouse design. This is for the modeling of the data warehouse along with the creation and cataloging of definitions. Implementation functions will be performed by BWC.

Second, Report conversions. This area will focus on the conversion of reports from Cognos to dashboards or report views using Tableau.

The following tasks and deliverables will be required to complete this project:

Task 1: Data Modeling and Design

Working with key business subject matter experts (SME), design a complete dimensional model for each area. Preferred technique would be a collaborative approach of gathering Business Intelligence (BI) data requirements using data stories. Once requirements are gathered and design complete, present to the ETL team and Data Base Administrator (DBA)'s to implement.

Deliverable 1: Create an Enterprise Data Warehouse model that includes the following business areas:

- Underwriting
- Premium Audit
- Products
- Contact Center - Employer
- Employer
- Apps & Quotes
- Loss Prevention
- Claimant
- Jurisdiction
- Fraud
- Adjudication
- Self-insurance
- Contact Center - Claim
- Legal
- Payment
- Debt
- Invoicing

Deliverable 2: During the design sessions and throughout the conversion of reports, create designs for needed data marts for both critical business reporting requirements and business-friendly data analytics. Following peer reviews, designs will be presented to the ETL team and DBA's to implement. Expectation would be at least two Data Marts per area.

Deliverable 3: Each data element **MUST** have a detailed data definition created and stored within BWC's data catalog. It will be the responsibility of the Supplier to add these elements to the catalog using the standards set by BWC and agreed to by each business area.

Task 2: Conversion of production reports to dashboards using new Data Warehouse

Deliverable 4: With the implementation of BWC's new claims processing system, 253 core reports were defined as critical to the business at the time of go-live. These reports were built by the IT department using Cognos on the existing data warehouse. With the creation of the new data warehouse these reports will need to be converted to Tableau. This is not thought to be a one to one conversion (although that might exist on a few reports where a report view could be created). By using dashboards, many reports can be combined on single dashboards with drill down capabilities. Deliverable includes investigating which reports are still needed, which will group together as dashboards, and the creation of those dashboards.

Deliverable 5: The business areas have also created Cognos reports using the current data warehouse. This deliverable will convert approx. 250 Cognos reports in the same manner. By using dash boards, many reports can be combined on single dashboards with drill down capabilities. Deliverable includes investigating which reports will group together as dashboards, and the creation of those dashboards.

Deliverable 6: Provide training based on Deliverable 5, for up to 20 SME. Show training plan as part of the proposal.

Deliverable 7: All new reports/dashboards must have a detailed documentation created and stored within BWC's data catalog or Tableau Server.

Task 3: Completion verification and sign-off

Deliverable 8:

Project will be considered complete when:

- Each Business lead and subject matter expert signs off on the design and verifies all data definitions have been created.
- All identified reports (not to exceed 503 current reports) have been converted to Tableau.
- BWC's data office has verified completion.

Based on the suppliers' understanding and expertise the proposal submitted should provide a creative, cost efficient work plan and approach to achieve the above three tasks.

4.2 Skills/Knowledge requirements

General

A strong understanding of each of the following relevant industries:

- property and casualty insurance
- healthcare, and
- public sector

Data Modeling and design.

Member(s) of this team must be proficient in data modeling/designing dimensional/star-schema data structures including fact tables. Because facilitation is essential to modeling, expert communication skills will be required. This project will be focused on business requirements, therefore interaction with business teams is critical to the project's success.

Must have knowledge of data catalog tools, ETL processes, Big Data platforms, and data virtualization techniques.

Technical writers.

Strong understanding of data cataloging tools.

Cognos report conversions.

Must be proficient with Cognos and at an expert level with Tableau. Expert level working with SQL. Member(s) of this team must also have good communication skills.

Effort estimates: Task 1 (Vendor must staff to complete in 52 weeks)

Following estimates based on one data modeler, one analyst, and one technical writer.

▪ Underwriting	5 weeks
▪ Premium Audit	8 weeks
▪ Products	10 weeks
▪ Contact Center – Employer	5 weeks
▪ Employer	8 weeks
▪ Apps & Quotes	5 weeks
▪ Loss Prevention	8 weeks
▪ Claimant	8 weeks
▪ Jurisdiction	5 weeks
▪ Fraud	1 week
▪ Adjudication	16 weeks
▪ Self – insurance	5 weeks
▪ Contact Center – Claim	10 weeks
▪ Legal	5 weeks
▪ Payment	8 weeks
▪ Debt	8 weeks
▪ Invoicing	8 weeks
Total work load in weeks	123 weeks

Effort estimates: Task 2 (Vendor must staff to complete in 52 weeks)

Following estimates based on one Tableau specialist.

▪ Underwriting	5 weeks
▪ Premium Audit	8 weeks
▪ Products	10 weeks
▪ Contact Center – Employer	0 weeks
▪ Employer	8 weeks
▪ Apps & Quotes	5 weeks
▪ Loss Prevention	5 weeks
▪ Claimant	5 weeks
▪ Jurisdiction	5 weeks
▪ Fraud	1 week
▪ Adjudication	16 weeks
▪ Self – insurance	5 weeks
▪ Contact Center – Claim	0 weeks
▪ Legal	5 weeks
▪ Payment	10 weeks
▪ Debt	8 weeks
▪ Invoicing	10 weeks
Total work load in weeks	106 weeks

5.0 PROPOSAL FORMAT

To be considered, Offeror must submit a response to this Request for Proposal in accordance with Section 3.3 of this RFP.

The Proposal should be concisely written with attention given to its readability, clarity, technical exposition, and completeness. Please complete all sections in the order they are presented in this RFP and tab the responses accordingly. Providing incomplete or misleading data may lead to disqualification of the Proposal and elimination of the Offeror from the evaluation process.

All Proposals submitted in response to this RFP will become the property of BWC and are subject to the Ohio Public Records Law. As a public record, all Proposals will be available to the public for inspection unless subject to a statutory exception from the Ohio Public Records Law.

BWC is not liable for any cost incurred by an Offeror 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 Offeror prior to the execution of a Contract.

A respondent to this Request for Proposals shall include in its Proposal sufficient information to permit BWC to effectively evaluate its qualifications and services based on the information requested in Section 4.0 Scope of Services.

These instructions describe the required format for Proposals and have been designed to ensure submission of information essential to timely evaluation and complete understanding of the content of Proposals. Proposals which do not comply with all the requirements of this RFP may be considered non-responsive. Cost Proposal is submitted separately (in a sealed envelope labeled Cost Proposal) from the Technical Proposal. Proposals submitted shall follow the format described below.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

5.1 COVER LETTER (Tab 1)

A cover letter, in the form of a standard business letter, with the original signature, is considered an integral part of the Proposal and must be signed by the individual(s) who is/are authorized to bind the Offeror contractually. The cover letter must indicate the signer is so authorized and must indicate the title or position the signer holds in the organization. The cover letter shall also provide the name, address, telephone number, and e-mail address of a contact person with authority to answer questions regarding the Proposal. *If mandatory requirements are listed in Section 1.5 of this RFP, the cover letter must also state in the affirmative that the Supplier meets all the mandatory requirements of this RFP.* The cover letter shall also provide a statement that the Proposal remains valid for the term of the proposed Contract.

5.2 OFFEROR PROFILE (Tab 2)

The Offeror provides an overall view of the company's profile that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The Offeror demonstrates sufficient resources to undertake all activities required in the RFP specifically data modelling and BI/analytics.

5.3 OFFEROR EXPERIENCE (Tab 3)

The Offeror provides documentation from prior projects that demonstrates a minimum of five (5) years previous experience with data modelling in large scale environments.

5.4 OFFEROR REFERENCES (Tab 4)

The Offeror provides a minimum of at least three (3) references for organizations and/or clients for whom the Offeror has successfully provided similar services.

5.5 STAFFING PLAN (Tab 5)

The Offeror provides a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The Offeror demonstrates a staffing plan that matches the qualifications to the activities and tasks that will be completed on the Project. The Offeror demonstrates its analytics team has specific experience (three to five years) of relevant industries (public sector, insurance, property and casualty, and healthcare). The Offeror demonstrates its full-time project implementation manager(s) has specific experience (three to five years) of relevant industries (public sector, insurance, property and casualty, and healthcare). The Offeror clearly identifies key personnel roles and experience as related to the contract and the percentage of time dedicated to the work.

5.6 WORK PLAN (Tab 6)

The Offeror provides a proposed work plan and methodology that meets deliverable requirements. It clearly explains how it will accomplish the Scope of Work, incorporating all deliverables and including a complete and clear plan of its ability to meet the needs of BWC. The Offeror establishes a timeline that meets the project requirements of fifty-two (52) weeks. The Offeror demonstrates overall understanding of the project and clearly outlines functional approach. Include any anticipated difficulties in performing the specified project requirements and proposed solutions to those difficulties.

5.7 SCOPE OF WORK (Tab 7)

The Offeror demonstrates in its response to Technical Requirements its understanding of the Scope of Work, services required, and standards expected. The Offeror demonstrates in its response to Functional Requirements its understanding of the Scope of Work, services required, and standards expected, program knowledge and previous experience and provides a Plan, which mirrors specified requirements.

5.8 PROOF OF INSURANCE AND WORKERS' COMPENSATION COVERAGE (Tab 8)

The Offeror must provide a Certificate of Insurance (as described in Section 7.15 of RFP) as well as provide a certificate indicating they have current Workers' Compensation coverage (as described in Section 7.14 of RFP).

5.9 CONFLICTS OF INTEREST STATEMENT (Tab 9)

The Offeror shall include in its Proposal a statement that it presently has no interest and shall not acquire during the term of Contract any interest, direct or indirect, which would conflict with the performance of services which are required to be performed under the RFP. The Offeror shall affirm that no person having such interest shall be employed in the performance of the RFP. The Offeror shall likewise advise the BWC immediately in writing in the event it acquires such interest during the course of the Contract. Thereafter, such person shall not participate in any action affecting the work under the Agreement resulting from this RFP, unless the BWC shall determine that, in light of the personal interest disclosed, such person's participation in any such action would not be contrary to the public interest.

The Offeror 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 BWC, and agrees to act in accordance with requirements of such provisions. The Offeror 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 BWC or any of its Board members, officers, employees, or agents, or any third party in any of the engagements of this Contract or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

The Offeror warrants that it is not owned or controlled by a person who within the preceding three years was employed by BWC, a Board member of, or an officer of BWC's Board, or a person who within the preceding three years was employed by or was an officer holding a fiduciary, administrative, supervisory, or trust position, or any other position in which such person would be involved, on behalf of the person's employer, in decisions or recommendations affecting the investment policy of BWC, and in which such person would benefit by any monetary gain.

5.10 DISCLOSURE STATEMENT (Tab 10)

The Offeror 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. This statement should disclose any contractual or financial relationship, either direct or indirect, with any firm or business, company, or corporation. The Offeror shall disclose any existing or prior relationships with the BWC and describe in detail the nature of that relationship.

Any Proposal that does not include these disclosures may be deemed not responsive to the RFP.

5.11 RESPONSIBILITY (Tab 11)

The Offeror must provide the following information for the past seven years.

- a. Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
- b. Whether the Offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
- c. Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
- d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
- e. Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
- f. Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item in (a) through (f) is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Offeror from consideration, at the sole discretion of the evaluation committee, such an answer and a review of the background details may result in a rejection of the Offeror's Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance of the work, and the best interests of the State.

5.12 SUBCONTRACTORS (Tab 12)

Provide the identity of any subcontractors and the scope of services to be provided by subcontractors. BWC reserves the right to review the credentials of the subcontractor and to approve the selection of the subcontractor in accordance with Section 7.22 of this RFP. The Offeror shall be wholly responsible for the work performed by the subcontractor.

BWC reserves the right to contact references for verification of the information submitted in the Offeror response.

5.13 CONFIDENTIALITY OF DATA (Tab 13)

The Offeror must describe how it will maintain the confidentiality and security of BWC data, in accordance with Section 7.21 of this RFP that is supplied to the Offeror to carry out its responsibilities under this Proposal. The Offeror must also identify how the data will be returned to BWC or destroyed upon termination of the agreement.

5.14 SUPPORT REQUIREMENTS (Tab 14)

The Offeror must describe the support it wants from BWC other than what BWC has offered in the RFP. Specifically, the Offeror should address the following:

- a. Nature and extent of BWC support required in terms of staff roles, percentage of time available, etc.;
- b. Assistance from BWC staff and the experience/qualification level required; and
- c. Other support requirements.

BWC may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, BWC may reject the Offeror's Proposal if BWC is unwilling or unable to meet the requirements.

5.15 ASSUMPTIONS (Tab 15)

The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the Proposal. If any assumption is unacceptable to BWC, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. If Offeror has made no assumptions, a statement confirming this shall be included with the Proposal.

5.16 COST PROPOSAL (Must be in separate sealed envelope)

The Cost Summary must be submitted with the Offeror's Proposal as the Cost Proposal. The Offeror's total cost for the entire Project must be represented as stated in the RFP. All costs for furnishing the services must be included in the Cost Proposal. No mention of, or reference to, the Cost Proposal may be made in responses to the general, technical, performance, or support requirements of the RFP.

This is an open market solicitation to all suppliers including State Term Schedule Suppliers in the State of Ohio. If you are a State Term Schedule Supplier responding to this solicitation, please make sure that all pricing quoted in your cost proposal is either equal to or lower than the pricing in your current State Term Schedule.

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 180 days, starting on the due date for Proposals. The awarded Supplier must hold the accepted prices and/or costs for the entire Contract period. No price change shall be effective without prior written consent from BWC.

NOTE: Offerors should ensure Cost Proposals are submitted separately **(in a sealed envelope labeled Cost Proposal)** from the Technical Proposals, as indicated in the Proposal Format section of this RFP (Please refer to Section 5.0). This information should not be included in the Technical Proposal.

BWC shall not be liable for any costs the Offeror does not identify in its Proposal.

5.17 SUPPLEMENTS (Tab 16)

Supplement 1 Response- State IT Policy, Standard and Service Requirements

Offerors must include a fully completed copy of Supplement 1 in this section of their proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response.

Supplement 2 Response– State Information Security and Privacy Requirements and State Data Handling Requirements

Offerors must include a fully completed copy of Supplement 2 in this section of their proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response.

6.0 EVALUATION AND SELECTION PROCESS

A. Review of Proposals

The BWC will individually score each Proposal on technical issues using a point formula during the review process.

After the technical score for each firm has been established, the fees will be evaluated and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest fee. Appropriate fractional scores will be assigned to other proposers.

B. Final Selection

BWC will grade the Technical Proposal(s), Interview/Presentation(s) (if necessary), and Cost Proposal(s) and arrive at a composite score for all evaluations performed. The BWC intends to then award the Contract based on the highest composite score achieved as a blend of technical and cost considerations as well as Interview/Presentation (if necessary).

It is anticipated that a Supplier will be selected by March 20, 2020. Following notification of the Supplier selected, it is expected a Contract will be executed between both parties.

C. Right to Reject Proposals or Single Proposal Received

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP. The BWC reserves the right without prejudice to reject any or all Proposals.

If only one Proposal is received, it will be evaluated by BWC to determine whether it is responsive to the RFP, is reasonable in cost, and is in the best interest of BWC. The determination of BWC is final.

6.1 EVALUATION COMMITTEE

An evaluation committee composed of BWC personnel will evaluate the Proposals. The composition of the committee will remain consistent for all responses. The evaluation committee will be responsible for documenting and tabulating the scores for all responses.

6.2 EVALUATIONS APPROACH

BWC's approach to evaluating responses to this Proposal will consist of the following four phases:

Phase I Verification of compliance by a respondent to the minimum administrative and professional requirements of the RFP.

Phase II Evaluation of the response based upon a point scale rating of the content and technical requirements.

Phase III Interviews (if necessary) will either be in person, by teleconference, or by web-based platform (WebEx, Zoom, GoToMeeting, etc.). If BWC chooses to conduct an in-person interview, it will be at the Columbus, Ohio office of the BWC with the evaluation committee for respondents who are among the top scores from the Phase II scoring.

Phase IV Evaluation of the cost of the Offeror's proposed Contract.

6.3 PROPOSAL EVALUATION CRITERIA

If the Offeror provides sufficient information to BWC in Tab 1 of its Proposal, demonstrating it meets the minimum administrative and professional requirements of the RFP (Phase I of the evaluation process), the Offeror's Proposal will be included in the next part of the evaluation process. Phase II involves the scoring of the Proposal Technical Requirements. Phase III involves scoring of the Interviews. Phase IV involves scoring the cost of the top respondents. During the Proposal evaluation, BWC rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated below.

Table 2 - SCORING BREAKDOWN

Criteria	Maximum Available Points
Proposal Technical Requirements	750 Points
Finalist Interview/Presentation (if necessary)	100 Points
Proposal Cost:	350 Points
Maximum Available Points	1200 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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BWC will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
OFFEROR PROFILE			
Offeror provides an overall view of the company's profile that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The Offeror demonstrates sufficient resources to undertake all activities required in the RFP specifically data modelling and BI/analytics.	10		
OFFEROR EXPERIENCE			
The Offeror provides documentation from prior projects that demonstrates a minimum of five (5) years previous experience with data modelling in large scale environments.	10		
OFFEROR REFERENCES			
The Offeror provides a minimum of at least three (3) references for organizations and/or clients for whom the Offeror has successfully provided similar services.	5		

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
STAFFING PLAN			
The Offeror provides a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The Offeror demonstrates a staffing plan that matches the qualifications to the activities and tasks that will be completed on the Project.	30		
The Offeror demonstrates its analytics team has specific experience (three to five years) of relevant industries (public sector, insurance, property and casualty, and healthcare).	20		
The Offeror demonstrates its full-time project implementation manager(s) has specific experience (three to five years) of relevant industries (public sector, insurance, property and casualty, and healthcare).	5		
The Offeror clearly identifies key personnel roles and experience as related to the contract and the percentage of time dedicated to the work.	5		
Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
WORK PLAN			
The Offeror provides a proposed work plan and methodology that meets deliverable requirements. It clearly explains how it will accomplish the Scope of Work, incorporating all deliverables and including a complete and clear plan of its ability to meet the needs BWC.	15		
The Offeror establishes a timeline that meets the project requirements of fifty-two (52) weeks.	15		
The Offeror demonstrates overall understanding of the project and clearly outlines functional approach. Include any anticipated difficulties in performing the specified Project requirements and proposed solutions to those difficulties.	15		
Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
SCOPE OF WORK			
The Offeror demonstrates in its response to Technical Requirements its understanding of the Scope of Work, services required, and standards expected.	10		
The Offeror demonstrates in its response to Functional Requirements its understanding of the Scope of Work, services required, and standards expected, program knowledge and previous experience and provides a Plan which mirrors specified requirements.	10		

6.4 SCORING THE PROPOSALS

PHASE I MINIMUM REQUIREMENTS

The first phase of the evaluation process consists of a review of all Proposals received to ensure that each Proposal meets the minimum administrative and professional requirements identified below:

Administrative Requirements

1. The Offeror must submit one (1) complete, signed, and sealed original proposal; five (5) complete, sealed copies; and one (1) electronic copy on a flash drive (portable storage device) of the Proposal by the deadline.

The Offeror must include the following as described in Section 5.0 of RFP:

- Cover Letter (Section 5.1)
- Offeror Profile (Section 5.2)
- Offeror Experience (Section 5.3)
- Offeror References (Section 5.4)
- Staffing Plan (Section 5.5)
- Work Plan (Section 5.6)
- Scope of Work (Section 5.7)
- Proof of Insurance and Workers' Compensation Coverage (Section 5.8)
- Conflicts of Interest Statement (Section 5.9)
- Disclosure Statement (Section 5.10)
- Responsibility (Section 5.11)
- Subcontractors (Section 5.12)
- Confidentiality of Data (Section 5.13)
- Support Requirements (Section 5.14)
- Assumptions (Section 5.15)
- Cost Proposal (Section 5.16)
- Supplements (Section 5.17)

Proposal Rejection Criteria

The following list details some of the most common submission errors that may be grounds for rejection of Proposal.

- Failure to sign the one original cover letter;
- Failure to identify RFP name and Bid Number "BWCB20004 Data and Analytics Roadmap Implementation" on the outside of package;
- Failure to submit one (1) original Proposal, five (5) copies, and one (1) electronic copy on a flash drive (portable storage device) of the Proposal for evaluation purposes;
- Failure to meet the deadline for submission;
- Claiming that the entire contents of a Proposal qualifies for an exception to Ohio public records law;
- 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 any mandatory requirements listed in Table 1 of Section 1.5 Mandatory Requirements will be excluded from any further consideration or scoring.

PHASE II TECHNICAL PROPOSAL REQUIREMENTS

Technical Points

750 Points

Proposals that have met the minimum requirements will undergo detailed evaluation based upon a point scale rating of the content and technical requirements. A maximum point value has been assigned to each requirement. An evaluator will assign a score, from zero to the maximum score available, depending on the offeror's response to the requirement. The maximum points totaled for all categories is 750 points.

PHASE III INTERVIEW (IF NECESSARY)

Interview Points

100 Points

Phase II top respondents may be invited to participate in a structured interview with the evaluation committee. The evaluation committee will interview the representatives with a maximum scoring opportunity of up to 100 points.

The interview will consist of a brief presentation of the Offeror's Proposal including highlighting the Offeror's experience and background in handling similar tasks to those identified in the RFP. In addition, a pre-established set of interview questions will be provided to all Offerors invited to an interview prior to the actual interview.

PHASE IV COST

Cost Proposal Points

350 Points

BWC will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

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 price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

6.5 CLARIFICATIONS AND CORRECTIONS

During the evaluation process, the evaluation committee may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects, to answer questions, 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 Offeror and it is in BWC's best interest.

6.6 CONTRACT NEGOTIATIONS

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

Negotiations may be conducted with any Offeror 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 Offeror's Proposal, as appropriate. Any Offeror 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 Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, BWC may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

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

Auction techniques that reveal one offeror'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 Offeror as described below.

Following negotiations, BWC may set a date and time for the submission of best and final Proposals by the remaining Offeror(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 submission 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 an Offeror does not submit a best and final Proposal, the offeror's previous Proposal will be considered the offeror's best and final Proposal.

It is entirely within BWC's discretion whether to permit negotiations. An Offeror 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 offerors 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 offeror's Proposal. If negotiations fail with the top-scoring Offeror, BWC may negotiate with the next Offeror in ranking. Alternatively, BWC may decide that it is in BWC's interests to negotiate with all the remaining offerors to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

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 offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another offeror'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 Offeror and submitted to BWC. If BWC accepts the change, BWC will give the Offeror written notice of BWC's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate: If an Offeror 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 Offeror.

6.7 AWARD OF CONTRACT PROCEDURE

The overall point score for those Proposals scored in Phases II, III, and IV will determine the selected Offeror. All Offerors shall be notified of the selection decision once the Contract is awarded. No information will be released by BWC until the official announcement of the award. All offers tendered in response to this RFP shall remain open for a period of 180 days from the date upon which Proposals submitted in response hereto are due.

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 offerors, the public, or BWC.

BWC will provide the successful Offeror(s) a Contract for execution based on the draft in Section 8.0 of this RFP. If the Offeror 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 Offeror until a Contract is negotiated, or BWC decides not to Contract.

If BWC awards a Contract pursuant to this RFP, and the Offeror is unable or unwilling to perform the work within a reasonable time after the Contract award under the terms and conditions of the RFP, BWC reserves the right to deem the inability or unwillingness to perform the work to be a withdrawal of that offeror's Proposal and BWC may evaluate any remaining Proposals for award of the Contract.

If the selected Offeror changes its business organization or identity from that described in its Proposal before the Contract is signed by both parties or before work pursuant to the Contract commences, that change may be deemed a material change in circumstances by BWC (for example, if the Offeror was selected based in part on its experience, corporate structure, financial

responsibility or conflicts of interest, which factors have changed). BWC may withdraw the Contract award or BWC may declare the Contract void ab initio and BWC may select the next highest scoring Offeror for a Contract under this RFP.

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7.0 TERMS AND CONDITIONS

7.1 GENERAL

BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT IT HAS READ THE RFP, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS REQUIREMENTS, TERMS AND CONDITIONS. BWC RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS THAT TAKE EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP OR THAT FAIL TO MEET THE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, STANDARDS, SPECIFICATIONS, AND REQUIREMENTS AS SPECIFIED IN THE RFP. FURTHERMORE, BWC RESERVES THE RIGHT TO REFUSE ANY PROPOSAL NOT PROPERLY SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFP. BWC RESERVES THE RIGHT TO REJECT THE SELECTED PROPOSAL AT ANY TIME PRIOR TO EXECUTION OF A CONTRACT.

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

7.2 EXPENSES

BWC shall not be required to pay for or reimburse Supplier for any travel or other expenses incurred or paid by Supplier in connection with the performance of services. The payment of such expenses is the sole responsibility of Supplier and not the responsibility of BWC.

7.3 RESULTING CONTRACT

Any Contract resulting from the RFP shall consist of this RFP and any written addenda issued by BWC, the selected Proposal and the executed Contract. If there is any conflict between the Request for Proposals and the selected Proposal, the Request for Proposals controls.

BWC and the successful Offeror shall execute a Contract based on the terms of this RFP and mutually agreed to by the parties, provided that any Contract executed shall incorporate and shall be consistent with the terms of this RFP, any written addenda issued by BWC, and the selected Proposal, and shall be in compliance with Ohio law. If the Offeror 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 Offeror until a Contract is negotiated, or BWC decides not to Contract.

The term of the Contract shall commence on the date the Contract is fully executed and shall be completed June 30, 2021, with no renewals.

7.4 CONTRACT COMPLIANCE

During the term of this Contract, BWC shall be responsible for monitoring the Supplier'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.

7.5 CONTRACT TERMINATION

If for any reason the Supplier fails to fulfill its obligations under the Contract in a timely and professional manner, or if the Supplier violates any of the covenants, agreements, or stipulations of the Contract or applicable Ohio statutes, BWC shall have the right to terminate the Contract. In the event that BWC executes its right to terminate the Contract, the Supplier shall not be relieved of any liability for damages sustained by BWC by virtue of any breach by the Supplier, and BWC may withhold any payment due to the Supplier, whether the payment is due to the Supplier under the Contract or otherwise, for the purpose of set off until such time as damages to BWC are determined.

7.6 TERMINATION FOR CONVENIENCE

Notwithstanding Section 7.5, above, BWC may terminate the Contract for convenience by giving not less than thirty (30) days' notice to the Supplier, in writing, of its intent to so terminate for convenience and the effective date of such termination. In the event that termination under this provision is elected, the Supplier shall receive payment for work satisfactorily performed as determined by BWC to the date of termination.

7.7 GOVERNING LAW

The validity, construction and performance of any Contract resulting from this RFP and the legal relations among the parties to any such Contract shall be governed by and construed in accordance with the laws of the State of Ohio. Any and all disputes arising under any Contract resulting from this RFP shall be governed by the laws of the State of Ohio, and the parties agree to submit exclusively and irrevocably to the jurisdiction of the Ohio Court of Claims in any and all disputes arising under the Contract.

7.8 COMPLIANCE WITH APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Supplier 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 Supplier 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 may cause BWC to terminate any resulting Contract at BWC's sole discretion.

7.9 PUBLICITY

Any use or reference to this RFP by the Supplier 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 selected Supplier in other State of Ohio competitive bid situations.

7.10 NON-DISCRIMINATION

The Supplier 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 and all related Executive Orders.

Before a Contract can be awarded or renewed, Supplier 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 Division or viewing the Equal Opportunity Division's web site:

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

The State encourages the Supplier to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) suppliers.

7.11 SUPPLIER'S LIABILITY

The Supplier must indemnify BWC for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including, but not limited to, bodily injury to any person (including injury resulting in death) or damage to property, that may arise out of, or are related to, the Supplier's performance under this Contract, providing such is due to the negligence or other tortious conduct of the Supplier, the Supplier's employees, agents, or subcontractors.

The Supplier further agrees that the Supplier shall be liable for all direct damages due to the fault or negligence of the Supplier. In no event shall either party be liable to the other party for any indirect, consequential, incidental, special, or punitive damages, or lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages.

7.12 CONDITIONS PRECEDENT

It is expressly understood and agreed that approval of the 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 the contract. BWC shall send the vendor prompt written notice of the satisfaction of such conditions and the vendor shall have no obligation hereunder until such notice is received.

It is further agreed that the approval for expenditure of funds pursuant to the contract shall be obtained from the Ohio State Controlling Board, in the event the aggregate sum of the contract in

conjunction with all monies disbursed and/or encumbered in this fiscal year pursuant to non-competitively bid contracts equals or exceeds \$50,000.00, and is an express condition precedent to the creation of any obligation pursuant to the 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 the contract 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.

7.13 METHOD OF REMUNERATION AND BILLING PROCEDURES

Upon delivery of goods or performance of the service, as described on any purchase order placed against the Contract awarded, the Supplier shall submit invoices directly to Ohio Shared Services (OSS). A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but may not be limited to:

- * Supplier's name and address as designated in the RFP;
- * Supplier's OAKS ID number as designated on the Contract;
- * The Purchase Order (PO) number authorizing the purchase of services;
- * The Contract Number as awarded on the RFP.
- * Description, including time period (date received and date reported), of services delivered or rendered as specified in the purchase order.

Defective invoices shall be returned to the Supplier 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 any resulting Contract 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, unless this calculation yields an amount less than ten dollars (\$10.00) in which case no interest shall be paid. In the event that the BWC does fail to make prompt payment, the Supplier 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 the BWC.

By signing the Contract, the selected Supplier agrees to receive payment by means of electronic fund transfers, "EFT". The BWC agrees to send to the selected Supplier an Authorization Agreement for Automatic Deposit of State Warrants for the selected Supplier to complete and to file with the Auditor of State, providing the information needed to enable EFT payment. It is the Supplier's responsibility to complete and to submit the Authorization Agreement for Automatic Deposit of State Warrant immediately upon receipt of a purchase order and signed Contract under this RFP.

Payment shall be made to the Supplier, in the firm'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 the BWC.

7.14 WORKERS' COMPENSATION INSURANCE

Before a Contract can be awarded or renewed, the Supplier shall submit a copy of the certificate proving that the Supplier and its agents are covered by workers' compensation insurance and shall remain covered during the term of the Contract. The Supplier is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the Contract.

Failure to maintain coverage at any time during the term of any Contract resulting from this RFP shall be deemed a material breach of the Contract. Such failure may cause BWC to terminate the Contract at BWC's sole discretion.

If it is discovered after the Contract has been awarded that the Supplier was not in compliance with applicable law requiring participation in the workers' compensation system on the date the Contract was awarded, the Contract will be declared "void ab initio." BWC will not pay for any services rendered or goods delivered under the Contract and the Supplier must immediately repay to BWC any funds paid under the Contract.

7.15 OTHER INSURANCE

Before a Contract can be awarded or renewed, the Supplier shall provide proof of insurance coverage as set out in this section. The intent of the required insurance is to protect the Fund and the state of Ohio from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Supplier or subcontractor, or their agents, while performing under the terms of any Contract resulting from this RFP.

The Supplier shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of the Contract, as follows:

The Supplier shall keep in effect during the term of this Contract general commercial and professional liability insurance with limits of not less than \$1,000,000 for any one occurrence.

Insurance policies shall be endorsed to contain a clause providing that 30 days prior written notice of cancellation, non-renewal or decrease in coverage shall be given to BWC.

The Supplier shall furnish a Certificate(s) of Insurance to BWC for each of the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in the State of Ohio. The certificate(s) 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. All carriers must have at least an "A-" rating by A.M. Best.

Failure to maintain required liability coverage at any time during the term of any Contract resulting from this RFP shall be deemed a material breach of the Contract. Such failure may cause BWC to immediately terminate the Contract at BWC's sole discretion.

7.16 DEFAULT BY SUPPLIER

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

7.17 RECORDS RETENTION AND INSPECTION OF TIME RECORDS AND WORK PAPERS

During the term of any Contract resulting from this RFP and until the expiration of three (3) years after final payment under any such Contract, the Supplier shall create, maintain, and provide BWC and/or its duly authorized representatives with access to, and the right to examine, any books, documents, papers, and records of the Supplier that adequately document and fully substantiate the validity of supplier's reimbursement for work performed under the Contract.

For each subcontract in excess of \$2,500.00, the Supplier shall require its subcontractors to agree to the provisions of this section on record-keeping.

7.18 OHIO ELECTIONS LAW

The Supplier 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.

7.19 DRUG-FREE WORKPLACE

The Supplier agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Supplier 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.

7.20 INTELLECTUAL PROPERTY

All customized materials, surveys, analysis, software, documentation, deliverables, and reports developed for BWC by the Supplier during the course of its work under any Contract resulting from this RFP shall become the property of BWC as work-made-for-hire. BWC shall have an unrestricted right to reproduce, distribute, modify, maintain and use those customized materials, surveys, analysis, software, documentation, deliverables, and reports, and the Supplier shall not obtain copyright, patent or other proprietary protection for these items.

7.21 CONFIDENTIALITY

The Supplier agrees to keep all data, information and documents furnished by BWC under the Contract in strict confidence. The Supplier agrees to use any confidential information to which it has access during the work under the Contract only for the purpose of completing work under the Contract. Further, the Supplier agrees to use the same degree of care that it uses to protect its own

confidential, trade secret or proprietary information from unauthorized disclosure, but in no event less than a reasonable degree of care.

7.22 ASSIGNMENT AND SUBCONTRACTING

The Supplier will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of BWC. 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 Supplier for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

If the Supplier changes its business organization or identity from that described in its Proposal before the Contract is signed by both parties or before work pursuant to the Contract commences, that change may be deemed a material change by the BWC, if the Supplier was selected based in part on its experience, corporate structure, responsibility or conflicts of interest, which factors have changed. The BWC may withdraw the Contract award or it may declare the Contract "void ab initio" and may select another finalist for a Contract under this RFP.

If the Supplier changes its business organization or identity from that described in its quote at any time after work pursuant to the Contract commences, the Supplier must immediately notify the BWC of the change and that change may be deemed a material change by the BWC, and may be deemed grounds for terminating the Contract under this RFP.

7.23 UNRESOLVED FINDING FOR RECOVERY

The Supplier 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; provided, however that if the Supplier is subject to a finding for recovery pursuant to Section 9.24 (A) and the Supplier qualifies for and has taken the necessary steps to resolve the finding for recovery pursuant to Section 9.24 (B), the Supplier must provide BWC with specific documentation regarding the resolution prior to the award of the Contract under this RFP. If it is discovered after the Contract has been awarded that the Supplier was subject to an unresolved finding for recovery on the date the Contract was awarded, the Contract will be declared "void ab initio", and BWC will not pay for any services rendered or goods delivered under the Contract.

7.24 NO SECONDARY INTERESTS

The Supplier represents and warrants that in the event of Supplier's referral to BWC to any third party to sell, license, or furnish hardware, software, services, or other items to BWC, such referral shall not result in any such third party's payment to the Supplier (or to any partner, director, principal or affiliate thereof) of any monetary consideration, referral fee, finder's fee or anything else of value. For breach of the above warranty, the Supplier shall promptly pay to BWC the full amount (or cash equivalent) of the consideration received from the third party for the referral.

The Supplier represents and warrants that the work to be performed under this RFP will be a complete work product, not requiring any subsequent, additional purchase from the Supplier.

7.25 CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION

Supplier 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, Supplier affirms that a person who is or may become an agent of Supplier, not having such interest upon execution of this Contract shall likewise advise the BWC in the event it acquires such interest during the course of this Contract.

Supplier 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 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 the 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.

Supplier warrants that it is not owned or controlled by a person who within the preceding three years was employed by BWC, a Board member of, or an officer of BWC's Board, or a person who within the preceding three years was employed by or was an officer holding a fiduciary, administrative, supervisory, or trust position, or any other position in which such person would be involved, on behalf of the person's employer, in decisions or recommendations affecting the investment policy of BWC, and in which such person would benefit by any monetary gain.

7.26 PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES

Pursuant to Executive Order 2019-12D, no State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract. Executive Order 2019-12D is available at the following website:

https://procure.ohio.gov/PDF/EO2019-12D/EO_2019-12D2_Offshore.pdf

The Supplier must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Supplier understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Supplier must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States. The Contractor/Subcontractor Affirmation and Disclosure form is available at the following website:

<https://procure.ohio.gov/PDF/EO2019-12D/02-Standard%20Affirmation%20and%20Disclosure%20Form.pdf>

7.27 INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed that the Supplier is at all times acting as an independent contractor in performing services under any Contract resulting from this RFP and shall not be considered a public employee for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Supplier shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by the Supplier shall be solely the supplier's employees and shall not be considered public employees for the purpose of OPERS benefits, or employees of BWC. The Supplier shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

7.28 DEBARMENT

Supplier 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, the Contract will be declared "void ab initio" and Supplier shall immediately repay to BWC any funds paid under the Contract.

7.29 SEVERABILITY

If for any reason any provision of any Contract resulting from this RFP or the application of any such provision shall be held by a court of competent jurisdiction to be void, invalid, unenforceable, or contrary to law, the remaining provisions of the Contract shall remain in full force and effect.

7.30 FORCE MAJURE

Neither the supplier nor BWC shall be liable to the other for any delay or failure of performance of any provisions contained in any Contract resulting from this RFP, to the extent that such delay or failure is caused by any Act of God or other such cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party affected, and that the party is unable to prevent, including but not limited to: earthquake, fire, storms, tornadoes, floods, or other severe weather disturbances; epidemics; explosions; civil disturbances; war; terrorism; acts of public enemies; insurrections; riots; strikes; and other such like events.

7.31 BOYCOTTING

Pursuant to Ohio Revised Code 9.76(B) Supplier warrants that Supplier is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

8.0 SAMPLE CONTRACT – DRAFT

SAMPLE – CONTRACT – SAMPLE
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
NAME OF SELECTED SUPPLIER

This is an Agreement by and between NAME OF SELECTED SUPPLIER, (hereinafter referred to as the "Supplier"), having offices at ADDRESS OF SELECTED SUPPLIER, 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") # BWCB20004 for Data and Analytics Roadmap Implementation, and the Supplier submitted one of the best responsive and responsible responses 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 Supplier'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 Supplier's Proposal, the Request for Proposals controls.

CONDITIONS PRECEDENT: It is expressly understood and agreed that approval of the 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 the contract. BWC shall send the vendor prompt written notice of the satisfaction of such conditions and the vendor shall have no obligation hereunder until such notice is received.

It is further agreed that the approval for expenditure of funds pursuant to the contract shall be obtained from the Ohio State Controlling Board, in the event the aggregate sum of the contract in conjunction with all monies disbursed and/or encumbered in this fiscal year pursuant to non-competitively bid contracts equals or exceeds \$50,000.00, and is an express condition precedent to the creation of any obligation pursuant to the 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 the contract 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 the term of this Agreement shall commence on the date the Agreement is fully executed, contingent upon compliance with any and all conditions precedent as provided for herein, and shall be completed June 30, 2021, with no renewals.

OHIO ELECTIONS LAW: Supplier 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: Supplier 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, Supplier affirms that a person who is or may become an agent of Supplier, 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.

Supplier 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.

NAME OF SELECTED SUPPLIER
Tax ID # _____
BWC Risk # _____

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

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date