

REQUEST FOR PROPOSALS

by the

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

for

**Ohio Safety Congress & Expo Registration, Lead Retrieval and
Session Management Services**

September 22, 2015

Bid # BWCB16001

RFP ISSUED:	September 22, 2015
QUESTION PERIOD BEGINS:	September 22, 2015
QUESTION PERIOD ENDS:	October 6, 2015 at 8:00 AM ET
PROPOSAL DUE DATE:	October 13, 2015 at 2:00 PM 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
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READ ALL CONDITIONS AS SET FORTH IN THIS REQUEST FOR PROPOSALS FOR A FULL UNDERSTANDING OF THE REQUIREMENTS

1.0 BACKGROUND AND NATURE OF PROJECT

1.1 Purpose of the Request for Proposals

The purpose of this Request for Proposals (RFP) is to solicit Proposals from all qualified suppliers that have demonstrated experience with, and success in, providing event logistics software and onsite services for association and/or professional conferences and events. As a result of this RFP process, the Ohio Bureau of Workers' Compensation (BWC) intends to select a supplier to provide these services. BWC seeks a Supplier to provide state-of-the art software solutions for event logistics (attendee and exhibitor registration, session information, etc.) and to provide onsite personnel support for the annual Ohio Safety Congress & Expo. The contract will have an initial term of approximately one (1) year and can be renewed for four (4) additional one (1) year terms at the sole and exclusive option of BWC.

1.2 Definitions and Abbreviations

- BWC Ohio Bureau of Workers' Compensation
- BOD Board of Directors
- Contractor Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price
- Contract A document that will be executed between BWC and the selected supplier.
- DAS Ohio Department of Administrative Services
- EC Evaluation Committee
- Mandatory Must, Shall
- 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
- SIF State Insurance Fund
- Services Work to be performed as specified in this RFP
- Supplier A seller of goods and/or services. The person or business unit actually performing services, or manufacturing, producing or shipping supplies required by the contract.

1.3 General Background

Under the mandates of the Ohio Revised Code (ORC), the Ohio workers' compensation system is the largest exclusive state insurance fund system in the United States, with investment assets of \$24.7 billion as of December 31, 2014 and annual insurance premiums and assessments of approximately \$2 billion. The Ohio workers' compensation system consists of the Ohio Bureau of Workers' Compensation, 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 with the exception of self-insured claims. Self-insuring employers have been granted the status of self-insurance by having proven ability to meet certain obligations set forth in ORC Section 4123.35. BWC monitors self-insuring employers, which administer their own workers' compensation 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 Board of Directors (BOD), as a fiduciary, oversees BWC's activities and functions.

1.4 Mandatory Requirements

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

Determining the Offeror's ability to meet the mandatory requirements is the first step of the BWC evaluation process. The Offeror must demonstrate, to BWC, it meets all mandatory requirements listed in the Mandatory Requirements section (Table 1). 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 and Mandatory Requirements" section. (Refer to Section 5.0 of the RFP document for additional instructions.)

BWC will evaluate the information provided in Tab 1 of the Offeror's proposal, 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
Supplier must agree to provide onsite registration, equipment, personnel, and installation of equipment and removal.		
Supplier must agree to provide training of BWC staff for on-site registration.		
Supplier must agree to provide a supplier representative with full knowledge of supplier systems and services, and representative must be accessible 24 hours a day for equipment maintenance and system support during the conference & expo.		

If BWC receives no Proposals meeting all of the mandatory requirements, the BWC may elect to cancel this RFP.

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 website area for this RFP. Any schedule change published on the website will be followed by an addendum to this RFP, also available through the State Procurement website. It is each prospective Offeror's responsibility to check the website question and answer area of this RFP for current information regarding this RFP and its calendar of events through award of the Contract .

2.1 Dates

RFP Issued	September 22, 2015
Question Submission Period Begins	September 22, 2015
Question Submission Period Ends	October 6, 2015 (8:00 AM ET)
Questions and Answers Posted	October 7, 2015
Proposals Due	October 13, 2015 (2:00 PM ET)
Award Date	October 27, 2015 (estimated)
Contract Start Date	November 9, 2015 (estimated)

PLEASE NOTE: These dates are subject to change.

Proposals received after 2:00 PM ET on the due date will not be evaluated.

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 ET) that the Proposals are due.

3.0 PROPOSAL INQUIRIES AND SUBMISSIONS

3.1 Questions

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

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Questions must be received by October 6, 2015 at 8:00 AM ET. BWC will respond to any 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.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement website at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "BWC")
5. Click "Find It Fast" button.

6. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

BWC shall not respond to any inquiries received after 8:00 AM ET on the date the question submission period ends.

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 Communications Restrictions

Assistance will be available to suppliers who seek clarification on specific sections of this RFP. Any and all inquiries relating to this RFP shall be directed to the State Procurement website shown below. 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 State Procurement website shown below.

The BOD, 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.

State Procurement website: <http://www.ohio.gov/procure>

3.3 Proposal Submission

Suppliers must carefully review all elements of their final proposals. Once received by BWC, a proposal cannot be altered except as provided in Sections 6.4 and 6.5 of this RFP. One (1) complete, sealed and signed original proposal, one (1) electronic pdf version on CD or DVD and three (3) hard copies of each proposal shall be submitted for evaluation. Proposals shall be clearly marked “Ohio Safety Congress & Expo Registration, Lead Retrieval and Session Management Services Bid # BWCB16001” 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 will 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 supplier 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 October 13, 2015**. 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-DELIVERED:
Ohio Bureau of Workers' Compensation
Procurement Administration
William Green Building
30 West 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 the RFP

BWC reserves the right to amend specific sections of this RFP at any time during the bidding process. In the event that BWC does amend the RFP during the bidding process, BWC will provide notice to prospective offerors, to the fullest extent possible. Should BWC issue an addendum to this RFP, additional time may be given to all prospective offerors, if appropriate, to extend the deadline to accommodate needed changes in proposal.

3.5 Supplier Costs for Responses Not Reimbursable

BWC shall not be liable for any costs incurred in responding to this RFP, including the costs of proposal preparation and any travel relating to the proposal process. BWC shall not pay for information solicited prior to entering into a contract with the selected supplier.

4.0 SCOPE OF SERVICES

4.1 General

The Ohio Bureau of Workers' Compensation (BWC) is an agency of the State of Ohio, responsible for administering the workers' compensation insurance program in Ohio. The Ohio Safety Congress & Expo educates Ohio employers and employees in safety standards and workers' compensation principles to prevent occupational injuries and reduce workers' compensation costs.

This multiple day event (March 9-11, 2016 in Columbus, Ohio) offers general sessions, 200 educational sessions and 250 exhibiting organizations. Approximately 5,500 attendees and 800 exhibit staff attend. Attendee registration and admission is free of charge.

BWC seeks a Supplier to provide state-of-the art software solutions for event logistics and to provide onsite personnel support for the annual Ohio Safety Congress & Expo. The supplier must provide a complete explanation of its capability to satisfy BWC's requirements for the event as described in this bid document.

The scope of this project includes, at a minimum, these services to BWC for the Ohio Safety Congress & Expo:

1. Onsite Personnel Support
2. Event Website
3. Marketing and Promotions
4. Call for Presentation/Abstract
5. Advance Registration
6. Exhibitor Booth Staff Registration
7. Onsite Registration
8. Session Tracking and Continuing Education
9. Exhibitor Lead Management
10. Data Reporting
11. Speaker Portal
12. Financials

4.2 Deliverables

The following deliverables are requested:

- 1. Onsite personnel support as referenced in Table 1 of section 1.4 of the RFP.**
- 2. Event Website**

Supplier must provide a website publishing system by which BWC can create and maintain a multi-page web site for the Ohio Safety Congress and Expo. The system must provide BWC with the ability to manage the creation, modification, and removal of content with minimal knowledge of Hypertext Markup Language (HTML).

The supplier's website publishing system must provide the features listed below.

- a. Web-based access to create, modify and remove content (no hardware or software required)
- b. Domain name integration and customizable URLs
- c. Custom headers, tabs with event branding and graphics
- d. Templates, wizards and other tools to create or modify Web content
- e. Keyword search functionality
- f. Search functionality for educational sessions and speakers
- g. Ability to test view web pages before edits are published
- h. Minimal need for HTML programming
- i. Report capabilities for click-throughs, page visits and counts
- j. Secured with SSL – highest level of encryption

3. Marketing and Promotions

BWC will conduct e-marketing campaigns to prospective attendees and informational updates to registered attendees before, during and after the event. Supplier must provide e-marketing communications tools which allow BWC to send branded, personalized HTML communications to prospective and registered attendees.

Supplier must provide:

- a. Ability to send emails to attendees and exhibitors from an email address identified by event management;
- b. Ability to send targeted emails to groups and sub-groups;
- c. Ability to brand and personalize email messages using HTML and embedded graphics;
- d. Template library with options to adjust templates when necessary;
- e. Reporting features for delivery rate, open rate, click-through rate, downloads, etc. to measure effectiveness;
- f. Social media integration with Twitter, LinkedIn and Facebook;
- g. Adherence to applicable laws such as CAN-SPAM laws;
- h. Additional methods of communication such as short message service (SMS/text) marketing to compliment the e-marketing campaign.

4. Call for Presentation/Abstract

Collection

BWC offers an online Call for Presentations (CFP) to solicit and collect session topic proposals for the upcoming event. Supplier must provide a web-based system to manage the online submission of session proposals and educational content.

Supplier must provide a web-based system to:

- a. Collect educational session content and supporting materials;
- b. Collect speaker demographics and agreement to terms and conditions;
- c. Provide auto-confirmation of submission.

Review and Accept

Thirty-eight program committees review the session proposals after the collection period concludes. BWC provides session proposals all CFP submissions to the 38 program committees for review and possible selection.

Supplier must provide:

- a. Committee rating tools with various permission levels for review and scoring of session proposals;
- b. Accept/reject notification to submitters;
- c. Auto-integration of selected presentations to event website.

5. Advance Registration

Attendees and exhibitors register to attend the Ohio Safety Congress & Expo through the Supplier's event web site beginning **Dec. 15, 2015**. A separate registration process is requested for attendees and exhibitors.

Attendee registration

BWC will collect contact information and demographics for attendees using the following field types:

- a. Single line of text
- b. Numerical
- c. Check box
- d. Multiple choice
- e. Drop Down

Attendee registration for the Ohio Safety Congress & Expo is free.

Approximately 20% of advance registrants choose not to attend the event. It is extremely important these non-participants be identified as such for attendance verification and reporting purposes.

BWC prohibits an individual from registering multiple times, resulting in an accurate record of individuals in attendance.

BWC may choose to collect a registration fee for attendees to participate in a select track of educational sessions. If BWC makes the decision to do so, supplier must provide functionality to collect payment for advance and onsite registration. Supplier must also comply with PCI DSS standards to ensure payment card data security. BWC will annually evaluate the possibility of collecting registration fees for the upcoming event.

Membership validation

BWC will provide the supplier with a look-up table of approximately 250,000 company-based membership numbers (workers' compensation policy numbers) which must be verified for all registrants, excluding exhibitor booth staff registration. BWC will provide additional company-based membership/policy numbers (ranging in quantity from 500 to 5,000) to append to the system on a bi-weekly basis.

Supplier must assign an individual-based unique identifier, such as a badge number or registration code, for each attendee. All data fields collected via advance and onsite registration, including demographic questions, workers' compensation policy number and unique identifier, must be included in the reports available to BWC during advance registration and at the conclusion of the event.

Attendee session selection

Attendees must have the opportunity to select the sessions they prefer to attend during the advance registration process. BWC uses this information to estimate audience size for each educational session. Alerts for schedule conflicts, double-bookings and sessions at maximum capacity must be provided. The following fields must be visible to allow session selection during advance registration:

- a. Session date and time;
- b. Session title;
- c. Session description and learning objectives;
- d. Session number;
- e. Skill level
- f. Continuing education units.

Registration confirmation

Supplier will propose a method for immediately confirming registration to the attendee and exhibitor in a mutually agreed upon format. Confirmation must include, at minimum:

- a. Customizable and branded HTML email confirmation;
- b. Attendee contact information;
- c. Session selections;
- d. Instructional language provided by BWC;
- e. Password/login or comparable instruction to self-update the registration.

Wait list management

Supplier must provide BWC the ability to establish maximum capacities for each session.

- a. Ability for BWC to designate a maximum number of seats per session.
- b. Ability to display sessions as “full” when registration meets the maximum number of designated seats per session.
- c. Auto-notification of placement on a waiting list and auto notification of seating availability.

Registration updates

Supplier must provide registered attendees with the capability to view and edit their registration record. Functionality must include the ability to edit contact information, demographic responses and session selections.

It is important to note that, under some circumstances, company-based membership/policy number and email address cannot be considered unique fields for the creation of a unique identifier, login name or password. Approximately 30 percent of attendees will have the same company-based membership/policy number as a fellow attendee. Additionally, approximately 20 percent of attendees will have the same email address as a fellow attendee. A combination of several fields or a randomly generated alpha-numeric identifier may need to be considered in the creation of a unique login name.

Data security

Supplier must provide:

- a. Method and schedule for routine data back-up and security of BWC data;
- b. Security measures and emergency procedures for protection of data and service interruption

Security measures and emergency procedures for protection of data and service interruption during advance registration

6. Exhibitor Booth Staff Registration

Supplier will provide functionality for exhibitors to register booth staff for their exhibit booth.

Exhibitor Booth staff registration is free. BWC collects exhibit booth payments independent from the services described in this bid document. Supplier must provide:

- a. Advance and onsite capabilities for exhibitors to request badges for booth staff;
- b. Unlimited quantity of staff badges per exhibitor.

7. On-Site Registration

Anticipated activity

The table below identifies the level of on-site registration activity during the event. It is important to note that nearly 70% of all registration activity occurs within the peak hours indicated below. The Supplier’s ability to manage and control this flow, including advance and on-site registrants and badging, is critical to the success of the event. Maximum acceptable wait time for individuals registering onsite is 10 minutes; for advance-registered individuals is 5 minutes.

Event day	On-site registration	Advance registration validation	Total registration	Peak hours
Day one	675	3700	4375	7:30 to 9:30 a.m.
Day two	450	1250	1700	7:30 to 9:30 a.m.
Day three	125	400	525	7:30 to 9:30 a.m.
Maximum acceptable wait time for badging	10 mins.	5 mins.	--	--

Equipment

Under most circumstances, 19 registration terminals and badge printers are required to service peak demand for advance registered individuals and those who register onsite. The 19 data entry terminals are allocated in this manner:

- a. 5 terminals for on-site registration
- b. 10 terminals for advance registration
- c. 2 terminals for exhibitor, speaker registration, and committee members
- d. 2 terminals for special requests, e.g. lost badges, spelling errors, etc.

Advance registrants may be validated by proof of registration, such as a confirmation email with bar code, which can be scanned or exchanged for a badge. BWC is interested in any supplier proposals to speed the badging process for attendees and exhibitors.

Badge display fields

Badges must clearly display the following fields:

- a. Badge number or unique identifier and affiliated barcode, QR code or lead collection technology
- b. First and last name
- c. Working title
- d. Company
- e. City, state
- f. Badge type
- g. Session selection (May appear on a separate badge, badge stub, document or other)

Personnel and training

A minimum of three (3) Supplier representatives must be present for the duration of the event. BWC provides personnel to perform on-site registration data entry and badge distribution. A designated Supplier representative must provide training to BWC personnel and be available 24 hours a day during the event. This representative must be clearly identified to BWC prior to the event.

8. Session Tracking and Continuing Education

Approximately 200 educational sessions (up to 23 concurrent) are offered at the Ohio Safety Congress & Expo. Attendance at educational sessions can result in continuing education units (CEUs) for approximately fourteen professional certifications.

BWC is required to track attendance at each educational session prior to awarding CEUs via a process that ensures attendees have attended the session in its entirety and completed a session evaluation. This documentation is critical to BWC, as some CEUs result in discounted insurance premiums for attendees.

Supplier must provide a solution that:

- a. Promotes attendee self-sufficiency;
- b. Facilitates quick egress at the conclusion of sessions;
- c. Allows attendees to generate certificates/letters for proof of their attendance.

The Supplier's ability to facilitate quick movement of attendees between sessions is crucial to the event. Wireless solutions must be time tested and proven to be an efficient mechanism for quick egress from the session rooms.

Equipment

A minimum of two badge scanners are required for each educational session, with some educational sessions and all general sessions requiring eight to 12 scanners.

Anticipated CEU types

CEU type	Value	Applicable sessions (estimated)
IACET	0.1 credit per hour	200
Physician (CME)	1 credit per hour	20
Case manager (CCM)	1 credit per hour	35
Human resource (HR)	1 credit per hour	100
Registered nurse (RN)	1 credit per hour	30
Attorney (CLE)	1 credit per hour	15
Sanitarian (EPA)	1 credit per hour	150
EMS	1 credit per hour	15
Rehab Counselor (CRC)	1 credit per hour	200
Disability Management Specialist (CDMS)	1 credit per hour	20
Nursing home administrators (BELTSS)	1 credit per hour	150
Chemical dependency	1 credit per hour	12
Wastewater/Drinking water operator	1 credit per hour	125

Evaluation

BWC maintains a highly rigorous CEU process. Attendees must complete a session evaluation to receive award of a CEU. Incorporating an evaluation component into the session tracking/continuing education process will fully comply with requirements put forth by BWC's accrediting agency.

Evaluation questions are the same for all sessions, but the data reports must be individual to each session. Multiple choice evaluation questions are mandatory. Open-ended questions are optional. A sample session evaluation is located in the appendix section of this bid document.

It is required that a session evaluation be completed for each session in which an attendee earns continuing education credit.

Certificate

Attendees receive verification of CEUs earned by receiving a printed certificate/letter. To minimize the use of paper, it is recommended that multiple sessions appear on the same certificate/letter. Items required to appear on the printed certificate/letter include, but are not limited to:

- a. Event name
- b. BWC name and contact information
- c. Workers' compensation policy number (see section ADVANCE REGISTRATION, Attendee registration)
- d. Event date and location
- e. Date, course number and title of each course attended, chronological order

- f. Type and amount of credit earned
- g. Narrative description of several credit types (could be dynamic based upon CEU types earned)

Note: It is required that a session evaluation be completed for each session in which an attendee earns continuing education credit.

9. Exhibitor Lead Management

Approximately 235 exhibitors are expected at the event, with approximately 35% using lead retrieval services. In a recent survey, cost was cited as the number one reason exhibitors do not order lead management services.

Equipment

Supplier must provide:

- a. Up to four complimentary and customized lead management solutions to BWC for use in show management booth;
- b. Description of lead retrieval device and additional expenses incurred for operation of unit, e.g. electricity, download charges
- c. Exhibitor lead retrieval order capability for exhibitors;
- d. Payment methods and pricing for advance and on-site orders.

Personnel

Supplier must provide:

- a. Personnel to distribute lead retrieval devices;
- b. Exhibitor training for proper use of lead retrieval devices;

10. Data Reporting

Supplier will provide BWC with access to real-time registration data via a secure web-site with multiple reporting functions. All data elements collected must be presented in each report, and specifically, any field which is a unique value of the data represented in the report. For example, policy number and badge number (or registration code) must appear on each report which contains attendee data; session number must appear on each report which contains session data.

Reports must be formatted for .pdf print and export to MS Excel.

11. Speaker Portal

The Ohio Safety Congress speaker portal is a speaker's personalized hub of event information and resources.

Supplier's speaker portal must provide:

- a. Ability for BWC to send customized, timed communication to speakers for deadlines, reminders, alerts and other critical information;
- b. Ability for BWC to post links to important speaker information and documents such as hotels, presentation guidelines, event materials, important tasks, etc.;
- c. Ability for speaker to upload PowerPoint presentations, session handout materials, and biographical information.

12. Financials

Registration for the Ohio Safety Congress & Expo is free of charge, therefore the Supplier shall not be required to accept monies or track financial activities related to registration for the event. Financial transactions from the sale of booth space are administered independent of the services described in this bid document.

BWC may choose to collect a registration fee for attendees to participate in a select track of educational sessions. If BWC makes the decision to do so, supplier must provide functionality to collect payment for advance and onsite registration. Supplier must also comply with PCI DSS standards to ensure payment card data security. BWC will annually evaluate the possibility of collecting registration fees for the upcoming event.

5.0 PROPOSAL FORMAT

5.1 General

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 supplier from the evaluation process.

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 shall be considered non-responsive. Cost Proposal is submitted separately (under separate cover labeled as 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:

5.2 Cover Letter and Mandatory Requirements (Tab 1)

A cover letter, which will be considered an integral part of the proposal, must be signed by the individual(s) who is/are authorized to bind the Offeror contractually. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the organization. *The cover letter must also state in the affirmative that the supplier meets each and all of the mandatory requirements listed in Section 1.4 of this RFP.* The cover letter must also provide a statement that the proposal remains valid for the term of the proposed contract.

All proposals are subject to public records reviews and discussions or deliberations in meetings open to the public.

5.3 Contact Information (Tab 2)

Please provide the following contact information:

- Supplier's Name
- Contact's Name
- Contact's Title
- Contact's Address
- Contact's Email Address
- Contact's Phone Number
- Contact's Facsimile Number
- Supplier's Internet (www) address

5.4 Offeror Experience (Tab 3)

The supplier must demonstrate consistently successful experience in providing event logistics software and onsite services for association and/or professional conferences and events. Provide evidence of experience for a minimum of three previous projects, similar in size and scope to this RFP, within the last five years.

5.5 Offeror References (Tab 4)

Supplier must provide references to demonstrate it meets or exceeds all requirements of services, equipment and personnel described in this bid document.

The supplier must provide at least three references of servicing events consisting of:

- attendance exceeding 3,000;
- exhibitors exceeding 100;
- concurrent educational sessions exceeding 100 in total;
- session tracking and CEU reporting exceeding 500 occurrences;
- onsite registration and session tracking equipment;
- onsite personnel.

References must include:

- The name, location and last date you serviced the event;
- The number of attendees, exhibitors and sessions;
- The type and number of continuing education units offered and tracked;
- The duration of your services to the event;
- A summary of the services you provided for the event;
- A primary and secondary client contact name, phone and email address.

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

5.6 Conflicts Of Interest (Tab 5)

The supplier must describe how it avoids conflicts of interest or the appearance of conflicts of interest.

5.7 Disclosure Statement (Tab 6)

The supplier 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.

5.8 Confidentiality Of Data (Tab 7)

The supplier must describe how it will maintain the confidentiality and security of BWC data supplied to the supplier to carry out its responsibilities under this proposal. The supplier must also identify how the data will be returned to BWC or destroyed upon termination of the agreement.

5.9 Work Plan (Tab 8)

The Offeror must submit a work plan identifying how and when it will complete the tasks listed in section 4.2 Deliverables. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The Work Plan should include detail sufficient to give BWC an understanding of the Offeror's knowledge and approach.

The Offeror must describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks.

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

5.10 Support Requirements (Tab 9)

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 the State is unwilling or unable to meet the requirements.

5.11 Assumptions (Tab 10)

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.

5.12 Proof of Insurance and Workers' Compensation Coverage (Tab 11)

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

5.13 Cost Proposal

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 Proposals. No mention of, or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of the RFP.

All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for Proposals. The awarded contractor 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 (under separate cover labeled as Cost Proposal) from the Technical Proposals, as indicated in the Proposal Format section of this RFP (Please refer to Section 5.1 General). 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.

6.0 EVALUATION AND SELECTION PROCESS

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 Evaluation Approach

BWC's approach to evaluation of responses to this proposal will consist of the following three (3) phases:

- Phase I Verifies compliance by a respondent to the mandatory requirements of the RFP.
- Phase II Evaluates the response based upon a point scale rating of the content and technical requirements.
- Phase III Oral presentations by the top scoring suppliers if necessary.

6.3 Proposal Evaluation Criteria

If the Offeror provides sufficient information to BWC in Tab 1 of its Proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process. which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, 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 in Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	1000 Points
Proposal Cost	300 Points
Total	1300 Points

The scale below (0-10) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	2 POINTS	4 POINTS	6 POINTS	8 POINTS	10 POINTS

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 (2 pts.): Response was poor related to meeting the objectives.

WEAK TO MEETS (4 pts.): Response indicates the objectives will not be completely met or will be at a level below expectations.

MEETS (6 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (8 pts.): Response indicates the objectives will be exceeded.

STRONG (10 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.

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 and Professional Requirements

1. One (1) complete, sealed and signed original proposal, one (1) electronic pdf version on CD or DVD and three (3) hard copies of each proposal shall be submitted for evaluation.
2. Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:
 - **Tab 1** Signed Cover Letter and Mandatory Requirements
 - **Tab 2** Contact Information
 - **Tab 3** Experience
 - **Tab 4** References
 - **Tab 5** Conflict of Interest
 - **Tab 6** Disclosure Statement
 - **Tab 7** Confidentiality of Data
 - **Tab 8** Work Plan
 - **Tab 9** Support Requirements
 - **Tab 10** Assumptions
 - **Tab 11** Proof of Insurance and Workers' Compensation Coverage
 - Cost Proposal

Proposal Rejection Criteria

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

- Failure to sign one original of the Proposal;
- Failure to provide signed cover letters in the original and all copies addressing the requirements stated in section 5.2
- Failure to identify RFP Bid Number and description on the outside of the envelope;
- Failure to submit one (1) complete, sealed and signed original proposal, one (1) electronic pdf version on CD or DVD and three (3) hard copies of each proposal for evaluation;
- 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 the Proposal with insufficient postage; and,
- Taking exception to mandatory technical terms, conditions, and requirements of the contract.

Proposals that have been determined not to have met one or more of the mandatory requirements (see section 1.4) will be excluded from any further consideration or scoring.

PHASE II POINT SCALE RATING

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. A weight has been assigned to each criterion. An evaluator will assign a score, from zero to the maximum score available, depending on the supplier’s response to the requirement. Each score will then be multiplied times the weight assigned to reach the “Extended Score”.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does Not Meet to 10= Strong)	Extended Score
Offeror Profile			
The Offeror must document previous experience and expertise for a minimum of three previous projects, similar in size and scope to this RFP, within the last five years. Details of the similarities must be provided. Please refer to section 5.4 of the RFP for additional information.	10		
Offeror References			
The Offeror must provide at least three references for projects of similar size, scope that demonstrate it meets or exceeds all requirements of services, equipment and personnel described in this RFP. Please refer to Section 5.5 of the RFP for additional information.	5		
Scope of Work			
EVENT WEBSITE Supplier must provide a website publishing system by which BWC can create and maintain a multi-page web site for the Ohio Safety Congress and Expo. The system must provide BWC with the ability to manage the creation, modification, and removal of content with minimal knowledge of Hypertext Markup Language (HTML). Please refer to Section 4.2 Deliverables under Item 2 for additional information.	10		

Criterion	Weight	Rating (0=Does Not Meet to 10= Strong)	Extended Score
Scope of Work (continued)			
<p>MARKETING AND PROMOTIONS</p> <p>BWC will conduct e-marketing campaigns to prospective attendees and informational updates to registered attendees before, during and after the event. Supplier must provide e-marketing communications tools which allow BWC to send branded personalized HTML communications to prospective and registered attendees.</p> <p>Please refer to Section 4.2 Deliverables under Item 3 for additional information.</p>	5		
<p>CALL FOR PRESENTATION/ABSTRACT</p> <p>Collection</p> <p>BWC offers an online Call for Presentations (CFP) to solicit and collect session topic proposals for the upcoming event. Supplier must provide a web-based system to manage the online submission of session proposals and educational content.</p> <p>Review and Accept</p> <p>Thirty-eight program committees review the session proposals after the collection period concludes. is closed, BWC provides session proposals all CFP submissions to the 38 program committees for review and possible selection.</p> <p>Please refer to Section 4.2 Deliverables under Item 4 for additional information.</p>	5		
<p>ADVANCE REGISTRATION</p> <p>Attendees and exhibitors register to attend the Ohio Safety Congress & Expo through the Supplier’s event web site beginning Dec. 15, 2015. A separate registration process is requested for attendees and exhibitors.</p> <p>Please refer to Section 4.2 Deliverables under Item 5 for additional information.</p>	15		

Criterion	Weight	Rating (0=Does Not Meet to 10= Strong)	Extended Score
Scope of Work (continued)			
<p>EXHIBITOR BOOTH STAFF REGISTRATION</p> <p>Supplier will provide functionality for exhibitors to register booth staff for their exhibit booth.</p> <p>Exhibitor Booth staff registration is free. BWC collects exhibit booth payments independent from the services described in this bid document.</p> <p>Please refer to Section 4.2 Deliverables under Item 6 for additional information.</p>	5		
<p>ON-SITE REGISTRATION</p> <p>The Supplier’s ability to manage and control registration including advance and on-site registrants and badging, is critical to the success of the event. Maximum acceptable wait time for individuals registering onsite is 10 minutes; for advance-registered individuals is 5 minutes.</p> <p>Please refer to Section 4.2 Deliverables under Item 7 for additional information.</p>	15		
<p>SESSION TRACKING AND CONTINUING EDUCATION</p> <p>Approximately 200 educational sessions (up to 23 concurrent) are offered at the Ohio Safety Congress & Expo. Attendance at educational sessions can result in continuing education units (CEUs) for approximately fourteen professional certifications.</p> <p>BWC is required to track attendance at each educational session prior to awarding CEUs via a process that ensures attendees have attended the session in its entirety and completed a session evaluation. This documentation is critical to BWC, as some CEUs result in discounted insurance premiums for attendees.</p> <p>The Supplier’s ability to facilitate quick movement of attendees between sessions is crucial to the event. Wireless solutions must be time tested and proven to be an efficient mechanism for quick egress from the session rooms.</p> <p>Note: It is required that a session evaluation be completed for each session in which an attendee earns continuing education credit.</p> <p>Please refer to Section 4.2 Deliverables under Item 8 for additional information.</p>	10		

Criterion	Weight	Rating (0=Does Not Meet to 10= Strong)	Extended Score
Scope of Work (continued)			
<p>EXHIBITOR LEAD MANAGEMENT Approximately 235 exhibitors are expected at the event, with approximately 35% using lead retrieval services. Please refer to Section 4.2 Deliverables under Item 9 for additional information.</p>	5		
<p>DATA REPORTING Supplier will provide BWC with access to real-time registration data via a secure web-site with multiple reporting functions. All data elements collected must be presented in each report, and specifically, any field which is a unique value of the data represented in the report. For example, policy number and badge number (or registration code) must appear on each report which contains attendee data; session number must appear on each report which contains session data. Please refer to Section 4.2 Deliverables under Item 10 for additional information.</p>	5		
<p>SPEAKER PORTAL The Ohio Safety Congress speaker portal is a speaker’s personalized hub of event information and resources. Please refer to Section 4.2 Deliverables under Item 11 for additional information.</p>	5		
<p>FINANCIALS Registration for the Ohio Safety Congress & Expo is free of charge, therefore the Supplier shall not be required to accept monies or track financial activities related to registration for the event. Financial transactions from the sale of booth space are administered independent of the services described in this bid document. BWC may choose to collect a registration fee for attendees to participate in a select track of educational sessions. If BWC makes the decision to do so, supplier must provide functionality to collect payment for advance and onsite registration. Supplier must also comply with PCI DSS standards to ensure payment card data security. BWC will annually evaluate the possibility of collecting registration fees for the upcoming event. Please refer to Section 4.2 Deliverables under Item 12 for additional information.</p>	5		

Total Technical Score: _____

In this RFP, BWC asks for responses and submissions from Offerors, most of which represent components of the above criteria. Each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the BWC in relation to the other Proposals that BWC received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within BWC's discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. BWC may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

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

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals.

In this method, the lowest cost proposed will receive the Maximum Allowable Points. 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 = 300 points, is the following scenario: 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 300 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 300 maximum points, or a total of 272.7 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 300 maximum points, or a total of 249.9 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

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

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

Phase III Oral Presentations

Up to three (3) of the top scoring suppliers may be invited to the William Green Building in Columbus, Ohio to provide Oral Presentations to the BWC Evaluation Committee. Each supplier shall have one hour to present to the evaluation committee. If the evaluation committee has any specific questions or areas on which they would like the supplier to present, that information shall be shared with the suppliers when the presentations are scheduled. This phase of the evaluation shall not be scored, but information provided by the suppliers may be used to correct scoring in Phase II.

6.5 Contract Negotiations

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

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

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

Auction techniques that reveal one supplier'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 supplier as described below.

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

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

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

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 suppliers, and the evaluation committee will not be allowed to tell one supplier about the contents of another supplier's proposal in order to gain a negotiating advantage.

Before the award of the contract or cancellation of the RFP, any supplier that seeks to gain access to the contents of another supplier'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 supplier and submitted to BWC within five (5) business days. If BWC accepts the change, BWC will give the supplier written notice of BWC's acceptance. The negotiated changes to the successful offer will become a part of the contract.

Failure to Negotiate: If a supplier 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 supplier.

6.6 Award of Contract Procedure

The overall point score for those proposals scored through all three phases will determine the selected supplier. All suppliers shall be notified by letter of the selection decision. 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 suppliers, the public, or BWC.

If BWC awards a contract pursuant to this RFP, and the supplier 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 supplier's proposal and BWC may evaluate any remaining proposals for award of the contract.

7.0 TERMS AND CONDITIONS

7.1 General

BY SUBMITTING A PROPOSAL, THE SUPPLIER 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 supplier 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 supplier 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 supplier until a contract is negotiated, or BWC decides not to contract.

The term of the contract shall commence on or about the date the contract is executed. The contract will have an initial term of approximately one (1) year and can be renewed for four (4) additional one (1) year terms at the sole and exclusive option of BWC.

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

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, for any contract in the amount of \$2500.00 or more, the 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 Department or viewing the Equal Opportunity Department's website:

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

The State of Ohio 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 shall be liable for and shall indemnify BWC against any and all losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims and demands for any action, omission, information or recommendation in connection with the contract constituting a breach or violation of its fiduciary duties under applicable law, or a material breach of any agreement, representation, warranty or covenant made herein by the supplier or its agents, except that the suppliers shall have no liability hereunder in the absence of gross negligence or reckless or willful misconduct on the part of itself or its agents.

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 supplier prompt written notice of the satisfaction of such conditions and the supplier 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

To receive payment for performance of services, the supplier shall submit invoices electronically to the following email box at Ohio Shared Services:

invoices@ohio.gov

If it becomes necessary to mail a hard copy of the invoice, please send to the following address:

BWC-OSS-205 BWC Voucher Proc
P.O. Box 182880
Columbus, OH 43218-2880

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 federal employer identification (E.I.) number
- description, including time period (date received and date reported) of services delivered or rendered
- contact name for billing purposes

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 requires payment of interest if, upon receipt of a proper invoice, payment is not made within thirty (30) calendar days, unless otherwise agreed in writing. The interest charge shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code. In the event that BWC does fail to make prompt payment, 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 BWC.

By signing the contract, the selected supplier agrees to receive payment by means of electronic fund transfers, "EFT".

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

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 the contract 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 BWC, if the supplier was selected based in part on its experience, corporate structure, responsibility or conflicts of interest, which factors have changed. 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 BWC of the change and that change may be deemed a material change by 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 ORC Section 9.24 (A) and the supplier qualifies for and has taken the necessary steps to resolve the finding for recovery pursuant to ORC 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 any supplier's referral of 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 that are required to be performed under the contract. In addition, the supplier affirms that no person having such interest shall

be employed in the performance of the contract. The supplier shall likewise advise BWC in the event it acquires such interest during the course of the 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 BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of the contract 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 of Directors, 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 Offshore Provision of Services Prohibited

The supplier affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the contract. Notwithstanding any other terms of the contract, the State reserves the right to recover any funds paid for services the supplier 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. The Order is available at the following website:

<http://procure.ohio.gov/pdf/EO201112K/EO201112K.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 Majeure

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.