
STATE OF ALASKA REQUEST FOR PROPOSALS



WEB-BASED RISK MANAGEMENT INFORMATION SYSTEM RFP 2019-0200-4167

ISSUED DECEMBER 24, 2018

SOLICITING PROPOSALS FOR A COMPLETE WEB-BASED RISK MANAGEMENT INFORMATION SYSTEM

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF RISK MANAGEMENT

PRIMARY CONTACT:

JANICE NEAL
PROCUREMENT OFFICER
JANICE.NEAL@ALASKA.GOV
(907) 465-5758

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Administration, Division of Risk Management, is soliciting proposals for access and utilization of a web-based risk management information system.

SEC. 1.02 BUDGET

The Department of Administration, Division of Risk Management, estimates a budget up to **\$700,000** (the budget includes the implementation with two trips to Juneau for two person(s) in the first year with a total of seven years for the contract term). Proposals priced at more than **\$700,000** will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00 PM** prevailing Alaska Time on **JANUARY 18, 2019**. Faxed, emailed, or oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements: See Section 4.06 for required proof that offeror meets the following minimum requirements.

- Offeror must have implemented the same web-based RMIS proposed in this solicitation for three different states or governmental agencies (any combination) within the last five years.
- Provide three letters of reference from the state or governmental or public agencies on their letterhead confirming that you implemented the same web-based RMIS within the above timeframe, including signature by an authorized agent of the client.
- Project Manager – The Project Manager is the single point of contact for the DRM Risk Manager throughout the term of this contract. A resume must be provided, which clearly demonstrates a minimum of three years' experience in project management methodology and the ability to provide consistent and concise reporting of tasks.
- Technical Lead – The Technical Lead is primarily responsible for applying application programming for the identified business rules and integrating the new system into the DRM operating environment. A resume must be provided, which clearly demonstrates a minimum of three years' experience and expertise in successfully leading the design, implementation, and delivery of RMIS of a similar scale or complexity as described in this solicitation.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon

which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

All questions must identify the specific section the offeror is addressing.

PROCUREMENT OFFICER: **JANICE NEAL** – PHONE **907-465-5758** – EMAIL: Janice.Neal@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one ORIGINAL hard copy of their proposal, in writing, to the procurement officer in a sealed package with the technical response to the proposal and the Cost Proposal sealed separately in the package. Both the technical response and the cost proposal must be clearly identified.

Additionally: Offeror must include in the package one copy of the proposal on a CD or USB flash drive with the technical response of the proposal and the Cost Proposal saved in a separate file and clearly identified as Vendor Name-Technical Response file and Vendor Name-Cost Proposal file.

In the event of conflict between versions of the submitted proposal, the ORIGINAL hard copy will govern.

The sealed proposal package(s) must be addressed as follows:

Department of **ADMINISTRATION**
Division of **RISK MANAGEMENT**
Attention: **JANICE NEAL**
Request for Proposal (RFP) Number: **2019-0200-4167**

RFP Title: **WEB-BASED RISK MANAGEMENT INFORMATION SYSTEM**

If using U.S. mail, please use the following address:

P.O. BOX 110210
JUNEAU, AK, 99811-0210

If using a delivery service, please use the following address:

333 WILLOUGHBY AVE, STE 801
JUNEAU, AK, 99801

NOTE: THERE IS NO OVERNIGHT DELIVERY SERVICE TO ALASKA.

The state will not accept oral, emailed or faxed proposals.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- | | |
|---|---------------------------------------|
| • Issue RFP | DECEMBER 24, 2018, |
| • Pre-proposal conference on | DECEMBER 31, 2018, |
| • Deadline for Receipt of Questions | JANUARY 2, 2019, |
| • Questions answered on | JANUARY 4, 2019, |
| • Issue New RFP | JANUARY 4, 2019, |
| • Deadline for Receipt of Questions | JANUARY 9, 2019, |
| • Questions answered on | JANUARY 11, 2019, |
| • Deadline for Receipt of Proposals | JANUARY 18, 2019, 3:00 PM AKST |
| • System Demonstrations will be scheduled for the week of | JANUARY 28, 2019, |
| • Proposal Evaluation Committee complete evaluation by | JANUARY 31, 2019, |
| • State of Alaska issues Notice of Intent to Award a Contract | FEBRUARY 1, 2019, |
| • State of Alaska issues contract (Implementation period) | FEBRUARY 12, 2019, |
| • Contract Go-Live_ | APRIL 1, 2019. |

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Administration, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held on **December 31, 2018, at 9:00 AM**, Alaska Time. The purpose of the teleconference is to provide an overview of the RFP and discuss the work to be performed. Offerors will be allowed to ask questions concerning the RFP. Simple questions may be answered during the teleconference. Technical questions must be submitted in writing following the pre-proposal conference and will be addressed in the form of an amendment to ensure a complete answer is provided. Questions and answers will be viewable by all interested parties. Refer to Section 1.06 for more details.

This will be a teleconference only, and potential offerors may participate by calling. To dial into the teleconference, please use 1-800-315-6338, access code #55758.

Offerors with a disability needing accommodation should contact the issuing office at (907) 465-5758 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

Vendors must register with the procurement officer of record prior to the conference. Vendors can register by emailing Janice.Neal@alaska.gov. Subject line of email RFP 2019-0200-4167 Web-Based Risk Management Information System. Include in the email; company name, contact name, contact phone number and contact email.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Objective

To protect the financial assets and operations of the State of Alaska from accidental loss through a comprehensive self-insurance program for normal and expected property and casualty claims of high frequency and low severity combined with high limit broad form excess insurance protection for catastrophic loss exposures.

Operations

Risk Management administers the self-insurance program for each State agency, covering all sudden and accidental property and casualty claims. Annual assessments allocated by Risk Management are the maximum each agency is called upon to pay, forestalling the need for supplemental appropriation or disruption of vital state services after a major property loss, adverse civil jury award, or significant workers' compensation claim.

With a present staff of five, Risk Management operates from the State Office building in Juneau serving a statewide constituency that includes all departments of the executive, legislative and judicial branches of state government; all state boards and commissions; their respective employees and members. The state risk management program affects many Alaskans, from the injured state employee, to those who contract with state agencies (construction, purchase, professional service and lease agreements), and all Alaskans that claim the state is legally liable for their individual property damage or personal injury.

The purpose of this RFP is to enter into a contract with a qualified firm for a complete web-based risk claim and information software system package. The system we are seeking must have robust workflows, reporting and attachment interfaces that include a drag and drop simplistic interface, in addition to excellent customer support and training. The successful offeror of this RFP will be required to convert legacy data (approximately 406,957 files/456 GB) from our current RMIS contractor, Origami Risk, LLC, to the offerors proposed system within the time constraints as indicated in this RFP.

The current RMIS contract expires March 31, 2019, therefore a new solicitation must be conducted, and a new contract awarded. This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to substantiate service level capability.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Division of Risk Management, is soliciting proposals from qualified offerors with a Risk Management Information System (RMIS) to provide a comprehensive solution to include at a minimum, software, implementation, training, annual hosting services maintenance and support for a web-based RMIS that assists in consolidating property values, claims, policy and exposure information, and provides the tracking and management reporting capabilities to enable Risk Management to monitor and control the overall cost of risk.

The RMIS must include capabilities designed to adjudicate all lines of business claims (Property & Casualty and Workers' Compensation), including litigation management, tracking allocated expenses, benefit payments, and billing. It must support activities relating to the collection and analysis of exposure-related information and generation of user-defined reports. The RMIS must also support the organization's overall property value underwriting with GIS, EDI reporting, Cost of Risk Allocation reporting, MBR/PBM transmission, CMS reporting, 1099 annual processing report, loss prevention, banking, accounting, statutory requirements, financial management and reporting needs as requested.

A portion of the evaluation and scoring of proposals will be based on your response to this section. Outlined below are required features and functionalities requested. Although the State discourages overly lengthy and costly proposals, in order to evaluate proposals fairly and completely, at a minimum, your response should provide emphasis on this section and outline.

Required Features and Functionalities

A. General Claims Management:

- i. Up to 35 Claims Administration Licenses. Currently there are 23 concurrent users and 4 view/report only (light) users.
- ii. Automated process to warn of potential duplicate incidents and claims.
- iii. Intuitive entry and smart form capability where fields appear or are hidden based on already entered fields, such as the type of coverage selected.
- iv. Automatically create claims from incident forms with pre-populated fields.
- v. Information will be prefilled when possible. For example, the organization type can be prefilled by looking up the logged in user's organization affiliation.
- vi. Ability to view real-time data.
- vii. Ability to copy a claim or part of a claim to a new claim.
- viii. Ability to manage claims by occurrence.
- ix. All fields should be able to be audited by the RMIS. Changes to audited fields should be readily viewable and available in reports.
- x. Custom dashboards for individual roles within Risk Management and Workers' Compensation TPA staff e.g. adjuster, management, loss control, accounting, litigation etc.
- xi. Allow template letters to generate merge letters within a claim that can be reviewed and edited before being sent.
- xii. Electronic method of attaching email correspondence and other documents to a claim.
- xiii. True drag and drop operation for saved documents and for email attachments into a claim.
- xiv. A simple process for the attorney general or outside legal counsel to send documents and have the ability for an adjuster to attach them to the claim in the RMIS document repository.
- xv. Integration with email system (currently Outlook): Tasks, Contacts, and Mail.
- xvi. Ability to customize reserve limits.
- xvii. Ability to implement and maintain an anonymous incident portal for FROI entry through State website or intranet site link.

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- xviii. Allow the storage of litigation information relating to a claim as determined by the business processes developed by the system administrator(s) complete with a litigation tab/section for identifying defense and plaintiff attorney information.
 - xix. RMIS must be able to integrate with other state systems or other state contractor/subcontractor systems/FTP that may contain claims data. Please provide information on what integration points exist in your system to allow incidents or claims documentation or data to be added to RMIS from the following external systems: Key Bank, Third Party Administrator (Penser North America, Inc.), MBR/PBM (Equian), and State of Alaska IRIS personnel and payroll data (XML inbound and .CSV file export).
 - xx. Office of Foreign Asset Control (OFAC) verification.
 - xxi. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

B. Search, Investigate, Analyze and Resolve:

- i. Simple and flexible search functionality.
- ii. The system should be able to display a claim summary chronologically from one location source that gives an overview of a claim with easy navigation to key claim components such as notes, diaries, documents, payments, or reserves.
- iii. Ability to search for notes by type, date range, or specific text within a claim.
- iv. Advanced search criteria for powerful directed searches of RMIS data. Criteria should include key claims data fields including aggregates such as total payments for a claim.
- v. Text in digital documents can be searched by the RMIS and includes Optical Character Recognition (OCR) capabilities for scanned documents.
- vi. Allow for system generated diaries on time-based events set up by the risk management system administrator(s) complete with a default 30-day diary for non-activity as a reminder.
- vii. Ability to assign notes to the event level or specific claim or incident complete with functionality to transfer notes between an incident event or claim.
- viii. Ability to view entire note history chronologically without linking to specific notes.
- ix. Ability to program attachment listing and provide a function within the system for sorting attachments by file name, description, folder, status, entry date, chronological order and alphabetical (document type).
- x. Predefined claim specific reports can be run from a claim.
- xi. Automated reserve diary notification for under-reserved claims suffixes
- xii. Ability to search litigation data when performing global search of claims.
- xiii. Ability to use litigation fields in workflow business rules and trigger the creation of diaries or alerts as needed by these rules.
- xiv. Options for accounting review and litigation coordination to be integrated with system.
- xv. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

C. In-House Payment Processing:

- i. Can easily identify, total and drilldown to financial payments and categories (loss, legal, other).
- ii. Payment fields can only be edited by a defined user(s) once the payment has been saved.
- iii. Only financial pay codes specific to claim coverage and type are accessible for payment/check entry.
- iv. Provide in-house Magnetic Ink Character Recognition (MICR) check writing capability.
- v. Automated payment workflow established by the system administrator(s) with multiple levels of approval (up to 4).
- vi. When a payment request is entered, a diary can be generated for a specific user by pre-determined business rules.
- vii. Payment authorization history is permanently maintained and available for viewing and printing.

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- viii. Automated process to warn of potential duplicate payments or checks.
 - ix. Ability to download payment and reserve data in an Excel compatible format.
 - x. Ability to import and export (dual conversion) batch payments into the system via an Excel data file.
 - xi. Paperless process for storing and reviewing invoices.
 - xii. Ability to process ACH Extract, Cleared Checks Import, and Transaction Only Conversion (Key Bank).
 - xiii. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

D. Property Management:

- i. Ability to implement, maintain, edit, and view insured property and underwriting with Geographic Information System (GIS) functionality. Describe in detail.

E. Cost of Risk Allocation:

- i. Describe your RMIS ability to generate fully automated Cost of Risk Allocation (CORA) reports including exposure data (budget, personnel, vehicles, etc.) and claim experience cost data by department with additional breakout to a second-tier division including a summary for each line of business.

F. EDI Reporting:

- i. The Alaska Department of Labor and Workforce Development, Division of Workers' Compensation requires EDI transactions (FROI/SROI) through an approved EDI Vendor and utilizes Claims Release 3.0 reporting standards adopted by the International Association of Industrial Accident Boards and Commissions (IAIABC). Confirm your ability to process EDI and list the approved EDI Vendor used by your company.
- ii. Ability to link to Insurance Services Office (ISO) for Electronic Data Interchange (EDI) reporting of First Report of Injury (FROI) and Subsequent Report of Injury (SROI).

G. MBR/PBM Transmission:

- i. Ability to transmit Medical Bill Review (MBR) and Pharmacy Bill Management (PBM) bills to and upload payments, EORs, and bills from MBR/PBM contractor/subcontractor for check processing.
- ii. Ability to Integrate MBR and PBM data into RMIS.

H. Reporting and Analysis:

- i. Business Intelligence capabilities to drag and drop report fields when creating or modifying reports.
- ii. Certain financial and critical fields can be tracked at different points in time for "as of" reporting.
- iii. Reports can be sent to users of the RMIS.
- iv. Ability to automatically send administrative reports to management users and scheduled delivery to others by system administrator(s).
- v. Simple process for exporting all data to Excel and PDF.
- vi. Ability to drill down to claims from reports.
- vii. Ability to provide data/reports to Medicare and Medicaid, State Children's Health Insurance Program Extension Act of 2007, and Centers for Medicare and Medicaid Services.
- viii. Provide report for annual 1099 processing.
- ix. Provide EDI annual report (calendar year WC claims expenses – EDI SROI AN) as required under AS 23.30.155 & 8 AAC 45.136 and per Division of Workers' Compensation bulletin requirements.
- x. Provide annual Cost of Risk Allocation reports for each line of business, by department/division, with export to Excel capability.

-
- xi. Confidential information security settings can be easily included in a report or query.
 - xii. Reporting includes Pivot table functionality.
 - xiii. User friendly reporting tools.
 - xiv. Robust printing capabilities including print screen functionality.
 - xv. Information from external data sources (such as CSV, Excel, or Access) can be imported and combined with loss or financial data.
 - xvi. Search functionality for finding fields to include in reports and queries.
 - xvii. Report titles can be searched to speed navigation.
 - xviii. Report run times are consistent and generated timely.
 - xix. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

I. System Administrator(s):

- i. Ability to assign field level security to individuals or roles.
- ii. Ability to create customized views for users or roles.
- iii. User security settings can be easily included in a report or queries.
- iv. Ability to create new fields.
- v. Fields can be designated as required to be filled in before claim is closed.
- vi. Fields can be designated as required to be filled in before an incident or claim can be saved or updated.
- vii. Ability to manage drop-down list values and can edit existing entries, add new entries and disable entries.
- viii. Ability to manage organizational hierarchy updates and add/delete groups and hierarchical levels as needed.
- ix. A tool is provided to allow for set up and schedule data loads.
- x. Automated business rules can be created by system administrator(s) for specific business functions.
- xi. A tool is provided to link to or touch other data bases for inclusion in reports.
- xii. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

J. Security:

- i. Describe your RMIS password log-in process and policy, including log-in attempt limits and lock out process/policy.
- ii. Describe how you secure the transmission of authenticated data through public or shared data networks.
- iii. Describe any RMIS automatic log-off or access lock up process and policy due to user inactivity for a specified period.
- iv. Do you allow for client password specifications developed by the Risk Management administrator(s)?
- v. Describe what measures are in place relating to the storage of sensitive information such as social security number or credit card numbers.
- vi. Describe what type of encryption is used within RMIS, if any.
- vii. Describe what access you would have to the claims and vendor information that resides on the RMIS server.

K. Audit:

- i. Describe how the system auditing process works.
- ii. Describe if the RMIS can report by operator the following: Data files accessed, and detail of data input, if desired.
- iii. Describe if the RMIS can generate a downloadable report indicating which users (by name) are authorized to perform each system activity and/or access data elements (by name).
- iv. Describe what information is recorded in an audit trail record and indicate if it includes changes to specific

fields and shows date/time and user id.

- v. Describe how access to audit logs is controlled and if it can be printed and/or viewed online.
- xvi. Describe other features or functionality included in your RMIS product that would enhance or work well with these processes.

L. Backup:

- i. Describe how often your RMIS is backed up and where the backup data is stored.
- ii. Describe the type of storage medium used for your backups and indicate if it is transported offsite.
- iii. Describe your RMIS backup storage and restore capabilities, identify if it is client specific and if the client can receive a full backup copy of their data.
- iv. Describe your disaster recovery site, process, and policy, including how often results from your backup and recovery are tested and verified.

M. System Performance:

- i. Describe how you monitor RMIS performance.
- ii. Describe if you provide RMIS performance metrics to clients. If so, describe the information available within the metrics and how often they are provided to clients.
- iii. Describe the data structure utilized in RMIS for analytical processing.
- iv. Describe your RMIS unscheduled down time in the past year and the cause for the down time, if known.
- v. Describe how you report RMIS performance problems to your clients.
- vi. List any noticeable times, such as at month end, when RMIS performance is impacted by heavy demand.
- vii. Describe how your RMIS assures reporting consistency and short report run times.
- viii. Describe if your client(s) can monitor system performance (average search, load, and save times).
- ix. RMIS preference is for cloud computing due to the lower overhead costs, and improved performance. Clarify if your RMIS is cloud based or built using cloud architecture.
- x. Detail what about your RMIS performance sets you apart from other vendors.

N. Infrastructure and Hosting:

- i. Indicate if there are any special settings or modifications needed for your system to be accessed from Risk Management/TPA computers.
- ii. Describe who hosts your software platform and data.
- iii. The State maximum size limit for attachments is 12MB. Must be able to adhere to same maximum and increase if the State changes this requirement. Confirm if you can adhere to this requirement or not.
- iv. Describe options for historical data to be converted to the new system.
- v. Describe the RMIS hosting environment and indicate if periodic daily backup of all state claims data is available.
- vi. Describe any data hosting or data load/transfer capabilities or features that would set you apart from the competition.

O. Development Strategy:

- i. Describe the established schedule for providing RMIS upgrades, new major and minor releases, and enhancements.
- ii. Describe some of the features or functionality planned to be developed within the next year.
- iii. How many developers are assigned to work on your RMIS?
- iv. Describe how clients are involved in determining features to be developed.
- v. Describe the testing or controls in place to ensure that releases, enhancements, and hardware and software upgrades work as expected.
- vi. Describe how your company ensures new features are user friendly to most system users.
- vii. Describe client or user involvement in evaluating the usability of new features and testing.
- viii. Describe any client user groups and/or client conferences offered by your Company. Include information on

the last conference held including cost, location, etc., and when the next conference is scheduled.

- ix. Describe what about your development strategy sets you apart from your competition.

P. Support Structure:

- i. Describe the types (phone, online, helpdesk) of customer service you provide.
- ii. State offices are open Monday through Friday 8:00AM to 4:30pm (Alaska Time Zone). Confirm if your RMIS telephone help service and email assistance will be available during these hours.
- iii. Describe the location, time zone, and hours available for representative(s) who would assist Risk Management.
- iv. Confirm there will be a dedicated client services representative or a team assigned to client.
- v. Describe the level of experience and knowledge required by your client service personnel.
- vi. Describe if you use a service level agreement with your clients. If so, indicate if your service level agreement includes customer support metrics.
- vii. Detail the average time expected for the support group to communicate, find solutions to, and resolve issues and provide examples of the shortest to the longest.
- viii. Describe what, if any, mandatory response time requirements you have in place for service calls.
- ix. Describe if customer support is unlimited or handled through purchasing blocks of time.
- x. Describe what services are provided under the standard software maintenance contract.
- xi. If a reported problem is a customer/user problem and not an application software problem, describe if that service is included in the annual fee.
- xii. Describe what makes your RMIS service and support unique.

Q. Implementation Plan:

- i. Describe the implementation/conversion support by the vendor including what services are included as part of the basic installation (system generation, testing, parallel operation, conversion) and what is not included.
- ii. Describe how you will meet the complete transfer of legacy data (approximately 456GB/406,957 Origami Risk claims and incident files) and the new system go-live deadline of April 1, 2019.
- iii. Describe the resources required for support from the Division of Risk Management and/or the Office of Information Technology Services during the conversion and implementation of the system (project manager, functional managers, IT, data processing).
- iv. Describe what on-site vendor support is available during critical stages of the installation and conversion.
- v. Outline your approach to conversion and installation and provide a milestone schedule for the work to be done.
- vi. Describe how long the acceptance period is for the system, when the acceptance period begins, and what performance guarantees you offer that the system will perform as documented.
- vii. Describe recent conversion times with RMIS requirements similar to our proposal.
- viii. Describe what provisions, if any, your RMIS has to bring new users up-to-speed as quickly as possible.
- ix. Detail the amount and type of training recommended for new RMIS users.
- x. Describe what ongoing RMIS training is provided after implementation is completed.
- xi. Describe if any additional training recommended for system administrator(s) and indicate where or how the training is accessed.
- xii. Regarding data conversion or implementation, describe what sets you apart from your competition.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **FEBRUARY 12, 2019**, for four (4) years with three (3) additional one-year renewal options to be exercised at the sole discretion of the State. The implementation period will be from **February 12, 2019 through March 31, 2019** and **GO-LIVE on April 1, 2019**.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Provide account representative support Monday through Friday 8:00 AM to 4:30 PM Alaska Time Zone.
- B. Provide secure FTP/SSL uploads and downloads, secure online access, password protection, and single sign on capabilities.
- C. RMIS accessible and fully functional with Internet Explorer, Safari, Firefox, etc.
- D. Provide in-house Magnetic Ink Character Recognition (MICR) check writing capability.
- E. Integrate data to/from external systems: Key Bank, Third Party Administrator, MBR/PBM, and State of Alaska IRIS personnel and payroll data.
- F. Provide Daily Electronic Data Interchange (EDI) reporting and EDI SROI AN report per Alaska Department of Labor and Workforce Development, Division of Workers' Compensation requirements.
- G. Permanently store all reserve changes and payments within the claim.
- H. Provide custom dashboards for specific user roles (adjuster, management, loss control, accounting, litigation, stakeholder, etc.).
- I. Provide unique business workflows accommodating business rules.
- J. Provide fully automated Cost of Risk Allocation (CORA) reports that can be exported to stakeholders.
- K. Implement and maintain insured property schedule and underwriting data with Geographic Information System (GIS) functionality.
- L. Provide data and reports to Medicare and Medicaid, State Children's Health Insurance Program Extension Act of 2007, and Centers for Medicare and Medicaid Services.
- M. Provide functionality for 1099 processing.
- N. Detailed master Project Management Plan clearly identifying each major task that will be accomplished on a monthly basis.
- O. Detailed Implementation Plan.
- P. Data Conversion Plan
- Q. RMIS data load, verify and validation
- R. End user documentation
- S. System administrator documentation
- T. Training Plan and Training Aids
- U. Maintenance and Support Plan

SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project manager.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is in Juneau and Anchorage, Alaska.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two person(s) to make two trips to Juneau, Alaska in the first year. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;

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- percentage of work the subcontractor will be providing;
 - evidence that the subcontractor holds a valid Alaska business license; and
 - a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.13 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.17 SOURCE CODE

In the event the offeror's company is sold, merged, goes out of business, or fails to provide continued support and maintenance of the application purchased, the offeror must provide the state with the source code, including for any customized features.

SEC. 3.18 DOCUMENTATION RETENTION REQUIREMENT

The contractor must retain all documents, working papers and supporting data related to services provided under this contract for a period of seven years after the expiration of this contract, including all extensions. In addition, the contractor

must retain any documents, working papers, and supporting data that may be required in litigation involving the services provided under this contract, if requested to do so, and for as long as requested by the State of Alaska. The Offeror must also have a policy and procedure for migration of data to another contractor in the case that the contract is terminated.

SEC. 3.19 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror's proposal.

SEC. 3.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

Project Manager – The Project Manager is the single point of contact for the DRM Risk Manager throughout the term of this contract. A resume must be provided, which clearly demonstrates a minimum of three years' experience in project management methodology and the ability to provide consistent and concise reporting of tasks per section 1.04.

Technical Lead – The Technical Lead is primarily responsible for applying application programming for the identified business rules and integrating the new system into the DRM operating environment. A resume must be provided, which clearly demonstrates a minimum of three years' experience and expertise in successfully leading the design, implementation, and delivery of RMIS of a similar scale or complexity as described in this solicitation per section 1.04.

- title,

-
- resume,
 - location(s) where work will be performed,

Offeror must have implemented the same web-based RMIS proposed in this solicitation for three different states or governmental agencies (any combination) within the last five years.

Offeror must provide three letters of reference from the state or governmental or public agencies on their letterhead confirming that offeror implemented the same web-based RMIS within the last five years, including a signature by the authorized agent per section 1.04.

SEC. 4.07 DEMONSTRATIONS

All offerors deemed reasonably susceptible for award will be required to provide demonstrations. When determining offerors who are susceptible for award, the state will look for a natural break in scores after offeror responses to the RFP are evaluated. The offerors will conduct an in-person demonstration of the offeror's web-based RMIS. The offeror will have **no more than two hours** to demonstrate their system functionalities for the following processes:

- Incident and Claim search.
- Adjuster new claim entry through closure including but not limited to: reserve setting, adding/editing notes, drag & drop files and attachments, payment and recovery entry, check entry/approval/processing, template letter use, task setting, and transaction history.
- Insured property schedule and underwriting data with GIS.
- Creating an Ad Hoc Report

Demonstrations will take place in Juneau, location will be determined at a later date.

If selected to provide a demonstration the state will notify the offeror of the time and date the demonstration is scheduled. The state anticipates giving, at a minimum, one weeks' notice of demonstration date and time.

Proposers are responsible for all costs associated for attending the demonstration, including but not limited to, flights, per-diem, car rental and lodging for their assigned staff travelling to Alaska for the in-person demonstration.

SEC. 4.08 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

SEC. 4.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose, features and functionalities, and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the offeror's methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the system functions necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 DEMONSTRATIONS (20%)

SEC. 5.05 EXPERIENCE AND QUALIFICATIONS (5%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?

-
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.06 CONTRACT COST (30%)

Overall, a minimum of **30%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion

concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the **TENTH** floor of the **STATE OFFICE** Building in **JUNEAU**, Alaska.

If the contract negotiations take place in **JUNEAU**, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

-
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Submission Cover Sheet
- 2) Proposal Evaluation Form
- 3) Standard Agreement Form - Appendix A
- 4) Appendix B1
- 5) Notice of Intent to Award
- 6) Cost Proposal
- 7) Business Associate Agreement (HIPPA)

ATTACHMENT 1: PROPOSAL SUBMISSION COVER SHEET

OFFEROR INFORMATION, AMENDMENTS, CERTIFICATIONS, PREFERENCES AND CHECKLIST

OFFEROR INFORMATION: This form shall be the cover page for the Offeror's Technical Response portion of their proposal. In the space provided, enter the requested Offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP Number:	RFP 2019-0200-4167
RFP Name:	Web-Based Risk Management Information System (RMIS)
Company Name:	
Mailing Address:	
Contact Person:	
Title:	
Telephone Number:	
Alternate Phone:	
Federal Tax Id #:	
Alaska Business License # (if you have one)	
E-Mail Address:	
Alternate Email:	
Fax Number:	

AMENDMENT ACKNOWLEDGEMENT: Offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into the Proposal. *(List all amendments issued for this RFP):*

No.	Date	No.	Date	No.	Date
No.	Date	No.	Date	No.	Date

OFFEROR CERTIFICATION: Acknowledge the following statements, condition, and information by clearly marking the space provided. Failure to comply with this item may cause the proposal to be determined nonresponsive and the proposal may be rejected, or the State may terminate the contract or consider the Contractor in default.

	MINIMUM PRIOR EXPERIENCE REQUIREMENTS: In order for offerors to be considered responsive offerors must meet these minimum prior experience requirements.	RESPONSE
1	Offeror must have implemented the same web-based RMIS proposed in this solicitation for three different states or governmental agencies (any combination) within the last five years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Provide three letters of reference from the state or governmental or public agencies on their letterhead confirming that you implemented the same web-based RMIS within the above timeframe, including signature by an authorized agent of the client.	<input type="checkbox"/> YES <input type="checkbox"/> No
3	Project Manager – The Project Manager is the single point of contact for the DRM Risk Manager throughout the term of this contract. A resume must be provided, which clearly demonstrates a minimum of three years' experience in project management methodology and the ability to provide consistent and concise reporting of tasks.	<input type="checkbox"/> YES <input type="checkbox"/> No
4	Technical Lead – The Technical Lead is primarily responsible for applying application programming for the identified business rules and integrating the new system into the DRM operating environment. A resume must be provided, which clearly demonstrates a minimum of three years' experience and expertise in successfully leading the design, implementation, and delivery of RMIS of a similar scale or complexity as described in this solicitation.	<input type="checkbox"/> YES <input type="checkbox"/> No

	STATE OF ALASKA PREFERENCES: If claiming please answer the following questions.	
	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this Proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the Proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State?	<input type="checkbox"/> YES <input type="checkbox"/> NO

6	If claiming the Alaskans with Disabilities Preference, or the Employment Program Preference, do you have a copy of your certification letter from Division of Vocational Rehabilitation?	<input type="checkbox"/> YES <input type="checkbox"/> NO
---	--	---

Please list below all Alaska preferences claimed in this proposal:

PROPOSAL CHECKLIST: The following documents are required with proposal submission. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided.

DOCUMENT	REQUIREMENT	INCLUDED?
Proposal Submission Cover Sheet	<ul style="list-style-type: none"> Required Document – Must be submitted with proposal. 	<input type="checkbox"/> YES
Cost Sheet	<ul style="list-style-type: none"> Required Document – Must be submitted with Proposal; separate from technical proposal 	<input type="checkbox"/> YES

DOCUMENT	Documents below are required if claiming Alaska preferences	
AK Business License	<ul style="list-style-type: none"> Required Document – Must be received with the Proposal if claiming the Alaska Offeror Preference. 	<input type="checkbox"/> YES
Certification Letter	<ul style="list-style-type: none"> Required Document – Must be received with the Proposal if claiming the Alaskans with Disabilities Preference or the Employment Program Preference 	<input type="checkbox"/> YES

AUTHORIZED SIGNATURE: Must be signed by an individual authorized to bind the offeror to the provisions of this RFP.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **2019-0200-4167**

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

5.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose, features and functionalities, and scope of the project?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the offeror's methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

-
- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) Does the methodology interface with the time schedule in the RFP?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—15 Percent

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

5) To what extent does the offeror already have the system functions necessary to perform the contract?

NOTES:

6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:

9) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Demonstrations—20 Percent

Maximum Point Value for this Section - 200 Points

1000 Points x 20 Percent = 200 Points

5.05 Experience and Qualifications—5 Percent

Maximum Point Value for this Section - 50 Points

1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES:

2) Questions regarding the firm.

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.06 Contract Cost — 30 PERCENT

Maximum Point Value for this Section — 300 Points

1000 Points x 30 PERCENT = 300 Points

Overall, a minimum of **30** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.15**.

5.07 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 100 Points

1000 Points x 10 Percent = 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

ATTACHMENT 3: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ATTACHMENT 4: APPENDIX B¹

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT 5: NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration
Division of General Services
Seventh Floor - State Office Bldg.
333 Willoughby Street
P.O. Box 110210
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP OPENING DATE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND: @ -- AWARD TO BIDDER
 Y -- RESPONSIVE BID
 N -- NON-RESPONSIVE BID
 ? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

SUMMARY

ATTACHMENT 6: COST PROPOSAL

Offeror must complete **all** portions of **Evaluated Cost**. Failure to complete all portions may result in the proposal being deemed non-responsive and rejected.

EVALUATED COST

Provide the total cost to complete all aspects of the services and deliverables required in this RFP. This cost must be all-inclusive, including but not limited to, transportation, lodging, and per-diem.

Pricing offered for the annual hosting fee will include licensing fees for up to 35 interactive users, Business Intelligence reporting, all maintenance, support and training.

The first year will include: system configuration, data migration, implementation with two trips to Juneau and hosting fee for the first year.

	Extended Price
Implementation of Project	\$
Annual Fee – Year One	\$
Annual Fee – Year Two	\$
Annual Fee – Year Three	\$
Annual Fee – Year Four	\$
Annual Fee – Year Five	\$
Annual Fee – Year Six	\$
Annual Fee – Year Seven	\$
TOTAL	\$

At a minimum, provide the following for determining the reasonableness of costs: The cost information provided below will not be considered in the award of the initial contract. It is being asked for to provide as a point-of-reference for negotiation of future costs for additional user licenses, and software modules.

Optional/Additional Costs

Additional Users above 35 \$ _____

Additional Software Modules \$ _____

The intent is the same in asking for responses to the following questions. It is for the state to have an understanding of pricing structure to have a point-of-reference for negotiation of future costs for additional user licenses, and software modules.

Again, these questions will not be a part of the evaluation and award of the initial contract.

1. Describe any licensing options you offer that address occasional or limited-use?

2. If additional licenses are needed, do you offer a pay as we use option?

3. Do you allow clients to add new user licenses in groups or blocks?

Cost listed above will be converted to points as outlined in section 6.15 or the RFP.

ATTACHMENT 7: Business Associate Agreement (HIPPA)

STATE OF ALASKA HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Administration ("Covered Entity" or "CE") and _____ ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.

- a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
- b. Specific:
 - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. Permitted Uses and Disclosures by Business Associate.

- a. BA may only use or disclose PHI for the following purposes: in the rendering of services as described in Appendix C of this document.

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- b. BA may use or disclose PHI as required by law.
 - c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
 - d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
 - e. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
 - f. BA may provide data aggregation services related to the health care operations of CE.

3. Obligations of Business Associate.

- a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

- b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall patch its operating system and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents.

BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to, and shall provide CE with a written report detailing the results of the assessment within 60 days of completing it.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.

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- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
- n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty imposed on CE or monetary settlement reached by CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
4. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
5. Termination.
- a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.
- b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
- c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.

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6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
 7. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.
 8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
 9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
 10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
 11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.

In witness thereof, the parties hereto have duly executed this BAA as of the effective d