State of Nevada
Department of Administration

Purchasing Division

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Purchasing Division

Request for Proposal: 3212

For

WORKERS' COMPENSATION REGULATORY SOFTWARE SYSTEM

Release Date: October 12, 2015

Deadline for Submission and Opening Date and Time: November 18, 2015 @ 2:00 PM

Refer to Section 10, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 12 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3212

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	

V2	Street Address	

V3	City, State, ZIP	

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name:
	Title:
	Address:
	Email Address:

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name:	Title:

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment K, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (http://purchasing.state.nv.us).

1. PROJECT OVERVIEW

1.1 Background

The State of Nevada Purchasing Division on behalf of the Division of Industrial Relations, Workers' Compensation Section (WCS) is soliciting proposals for a solution to effectively meet their information technology system requirements to:

- Streamline operations; and
- Provide more effective interfaces to external entities (NCCI, medical providers, DETR, injured workers, businesses, etc.)

The successful vendor will develop and implement an information technology system that will efficiently and effectively support the business processes of the WCS.

The current systems do not adequately support WCS's business requirements. There are some business processes that are not supported at all by automation. The current business processing systems that use automation are cumbersome and inefficient to use. WCS needs a system that will fully support the section in meeting its statutory reporting requirements; free up staff to focus on core, high value business activities; and ensure data is secure (large volume of sensitive personal information).

Vendors should review the entire RFP and Requirements Matrix to understand the functional scope of DIR's needs. Proposals submitted should include, but not be limited to, the critical functionality of the system as follows:

- Workers compensation investigations and case management;
- Identification of potential compliance violations (using automated tools);
- Audits of Insurers;
- Assess fines and penalties;

- Assign doctors and manage doctor pool;
- Workers compensation claims repository (Index);
- Process payments to disabled claimants;
- Regulation of employee leasing companies;
- Employer training (scheduling and tracking);
- Cash receipts/deposits;
- Automated interfaces to external partners (e.g. DETR, companies, insurers, medical providers, etc.);
- Reporting – management and operational;
- Reporting – per statutory requirements; and
- Data security (PII and medical).

The Division of Industrial Relations, Workers' Compensation Section (WCS) will administer contract resulting from this RFP. The resulting contract(s) will be for a contract term of one (1) year six (6) months, anticipated to begin upon BOE approval, subject to Board of Examiners approval anticipated to be January 12, 2015, through June 30, 2017

1.2 Approach

WCS is looking for an innovative, cost effective solution that will transform their operation and modernize their information technology infrastructure.

In the first major task of this project, WCS will work with the selected vendor to assess current business processes and identify opportunities to significantly improve efficiency, quality and cycle times, in both internal operations and when interfacing with external stakeholders (e.g. insurers, TPA, etc.). This will also include identifying opportunities to utilize enabling technology to support business processes.

Once the new "To-be" business processes are determined and documented, WCS will work with the vendor to update and refine the requirements of the new system. The output of this task will be used to define the "blue-print" for the new system(s) solution.

The vendor, working closely with WCS and the designated stakeholders, will implement a turn-key system.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Definition
Administrator	Administrator of the division of Industrial Relations of the Department of Business and Industry.
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
BOE	State of Nevada Board of Examiners
BPR	Business Process Re-Engineering
CBA	Cost Benefit Analysis
Client/Server	The client/server model typically defines the relationship between processes running on separate machines. The server process is a provider of services. The client is the consumer of the services. In essence, client/server provides a clean separation of function based on the idea of service.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval Date	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
Cross Reference	A reference from one document/section to another document/section containing related material.
Customer	Department, Division or Agency of the State of Nevada.
DBA	Database Administrator

Acronym	Definition
Deliverables	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
Development Environment	A computer system, toolset and methodology used to develop and/or modify and test new software applications.
DIR	Division of Industrial Relations.
Division/Agency	The Division/Agency requesting services as identified in this RFP.
DSD	Detailed System Design
EDI	Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.
EFT	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
EIN	Employer Identification Number
EITS	Enterprise Information Technology Services Division
Email	Electronic mail
ERD	Entity Relationship Diagram
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
FTE	Full Time Equivalent
Functional Requirements	A narrative and illustrative definition of business processes independent of any specific technology or architecture.
GAAP	Generally Accepted Accounting Principles
Goods	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
GUI	Graphical User Interface

Acronym	Definition
Interoperability	The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple vendors to communicate.
JAD	Joint Application Development
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LAN	Local Area Network
LCB	Legislative Counsel Bureau
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
MS	Microsoft
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us.
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us.
Open Systems	Computer systems that provide some combination of interoperability, portability and open software standards.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
PC	Personal computer
POC	Proof of Concept

Acronym	Definition
Production Environment	A computer system, communications capability and applications software that facilitates ongoing business operations. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
RDBMS	Relational Database Management System
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
SSN	Social Security Number
State	The State of Nevada and any agency identified herein.
Statement of Understanding	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.
Steering Committee	The Steering Committee is made up of the Director/Administrator of the agency and State, local government and private sector representatives.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
TPA	Third Party Administrator.
Trade Secret	Information, including, without limitation, a formula, pattern, compilation,

Acronym	Definition
	program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
UML	Unified Modeling Language
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Walkthrough	Oral presentation by the contractor of deliverables and/or work products.
WAN	Wide Area Network
WCS	Workers' Compensation Section.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. BACKGROUND

3.1 PROJECT

3.1.1 WCS has two major systems that support the section:

3.1.1.1 Claims Indexing – Custom built by the Department of Information Technology (DoIT) approximately 20+ years ago.

3.1.1.2 Versa Regulation – A Commercial-Off-the-Shelf (COTS) regulatory licensing and enforcement system.

WCS also has various user developed Access databases and spreadsheets that are used to fill major "gaps" in functionality.

3.1.2 The primary system to be replaced is the VERSA system which does not support the operations of WCS to the degree necessary to allow WCS staff to effectively and efficiently regulate workers' compensation in the State of Nevada. This system does not have the ability to produce worker's compensation reports as required by the legislature, requests for worker's compensation information received from the regulated community, nor does it allow for WCS management to effectively oversee the operations of the section.

3.1.3 The second system needing replacing is the WCS Claims Indexing System. Thousands of workers' compensation claims are filed in Nevada every month. NRS 616B.018 requires the DIR Administrator to establish a method of indexing workers' compensation claims information; establish a reporting requirement for all insurers, mandate fines for failure to report, and tasks the Administrator with setting formats. In July 1993, the Nevada Injured Worker Indexing System was made available by DIR/WCS for submission of initial claims information and monthly updates as specified in NRS 616B.018. The Claims Indexing System makes the information concerning claimants of a Nevada insurer available to other insurers and certain government entities to assist in workers' compensation claims management. Since then, the section has worked to improve processing of the submitted information and increase insurer participation. Many insurers and third-party administrators (TPAs) continue to provide the information in the labor-intensive paper format, although the system is capable of receiving electronic data. When comparing the number of monthly claims for indexing with our Annual Claims Activity Report, it is obvious that there is a large gap in the number of indexing reports received. Monthly indexing input has stabilized at roughly 10,000 reports and approximately half of these reports are provided in a hard copy format which requires manual entry.

3.1.4 The benefits of implementing a solution that will support the specific needs of WCS are as follows:

3.1.4.1 Improve the ability of staff to identify lapses (or non-existent) in insurance coverage by automating much of the process.

3.1.4.2 Improve staff productivity investigating violations and conducting audits.

3.1.4.3 Reduce the amount of labor required to maintain the Claims Indexing data (worker comp claims).

3.1.4.4 Improve the response times responding to company requests for claim history (Claims Index). Also improve the method of delivering the information.

3.1.4.5 Improve the accuracy of the workers' compensation claims history.

3.1.4.6 Improve the exchange of information between WCS and external stakeholders.

3.1.4.7 Meet statutory reporting requirements 100%.

3.1.4.8 Improve the billing and collections of fines and penalties.

3.1.4.9 Improve service to injured workers.

3.1.4.10 Improve the ability to track histories of claims, violations, fines, and penalties.

3.1.4.11 Assign and rotate physicians efficiently and following the appropriate methodology.

3.2 AGENCY

The WCS impartially serve the interests of Nevada employers and employees by providing assistance, information, and a fair and consistent regulatory structure focused on:

- Ensuring the timely and accurate delivery of workers' compensation benefits.
- Ensuring employer compliance with the mandatory coverage provisions.

The source of funding for the Workers' Compensation Section is through assessments of insurers providing workers' compensation coverage for Nevada employers. This funds the operations and staffing for WCS which has 56 employees (36 in Henderson and 20 in Carson City/Reno).

3.2.1 The WCS has 7 functional units as follows:

3.2.1.1 Employer Compliance Unit

Employers may purchase insurance from a private carrier licensed in Nevada or be certified by the Division of Insurance (DOI) as a self-insured employer or a member of an association of self-insured

public or private employers. This unit ensures that all employers with one or more employees in the state of Nevada provide those employees workers' compensation insurance. This unit also investigates uninsured workers' compensation claims to determine if an employee- employer relationship exists when an injury occurs which is related to the injured person's employment. Investigators in this unit issues fines and premium penalties against employers that fail to secure and/or maintain workers' compensation coverage for their employees. The WCS has statutory authority to investigate potentially uninsured employers, order cessation of business when warranted, and levy penalties and fines for non-compliance.

This program derives its authority from Nevada Revised Statutes 616A through D and NRS 617, specifically NRS 616B.633, 616D.110, 616D.200 and 616A.430.

- Number of Employer Compliance Investigations Completed in FY14: 26,764.
- Number of Fines Issued in FY14: 912.
- Dollar Amount of Fines Issued in FY14: $680,500.
- Number of Premium Penalties Issued in FY14: 605.
- Dollar Amount of Premium Penalties Issued in FY14: $838,884.21.

3.2.2 Insurer/TPA Compliance Unit

This unit audits each workers' compensation insurer at least every 5 years. The purposes of the audits are to ensure compliance by insurers, third party administrators, employers, and health care providers with the statutes and regulations which govern workers' compensation in Nevada and to identify areas of non-compliance in order to facilitate corrective action. This unit also investigates complaints brought by injured workers or their representatives and renders determinations on these complaints.

- The unit also reviews Hearing and Appeals Officer decisions and orders for timely compliance.

This unit may issue notices of correction, order plans of corrective action, levy administrative fines and issue benefit penalties as a result of compliance audits and complaint investigations.

This unit also derives its authority from Nevada Revised Statutes 616A through D and NRS 617. Statutes which apply specifically to this unit include, but are not limited to, NRS 616A.400, NRS 616A.465, NRS 616B.003, NRS 616D.120, and NRS 616D.130.

Note: The Division of Insurance (DOI) also conducts audits and examinations of insurers; however, the goal of the DOI audits is to ensure financial solvency, adequate reserving practices and appropriate market conduct of the insurer rather than to ensure the proper benefits are being delivered.

- Number of Insurer and TPA Audits/Investigations Completed in FY14: 1725.

- Number of Fines Issued in FY14: 246.

- Dollar Amount of Fines Issued in FY14: $234,125.

3.2.3 Medical Unit

This unit is responsible for establishing and maintaining the Panel of Treating Physicians and Chiropractors and the Panel of Rating Physicians and Chiropractors. The unit also establishes reviews and makes recommendations for changes to the Medical Fee Schedule, adopts and reviews the Standards of Care for injured employees, and establishes and oversees the PPD Review Panel. It is responsible for investigating complaints regarding billing disputes between medical providers and insurers and/or third party administrators, and complaints regarding rating and treating physicians. The unit also conducts audits and special investigations of managed care organizations and medical providers as needed. This unit may issue notices of correction, order plans of corrective action, levy administrative fines and issue benefit penalties as a result of compliance audits and complaint investigations.

This unit derives its authority from NRS 616A through NRS 616D and NRS 617. Statutes which specifically apply to this unit include, but are not limited to NRS 616C.260, NRS 616C.090, NRS 616C.490, and NRS 616C.250.

- Number of Medical Investigations Completed in FY14: 344.
- Number of Fines Issued in FY14: 0.
- Dollar Amount of Fines Issued in FY14: $0.

3.2.4 Education, Research and Analysis Unit

This unit is comprised of two (2) sections: the Education section and the Research and Analysis section. The Education section was approved by the 1997 Legislature as a result of the inherent increased responsibilities of WCS due to the transition to a totally privatized workers' compensation system in Nevada. One of the primary missions of the unit is to provide education and training to insurance companies, third party administrators, employers, employees, health care providers, legal entities, and other interested parties. The unit is also responsible for program development and evaluation which involves assessing the tasking of WCS to determine correct manning, equipment, and other tools to successfully regulate the provision of workers' compensation. In addition, the unit evaluates how we measure the performance of those duties. The unit also

provides customer assistance by responding to external inquiries and technical assistance to WCS personnel.

The Research and Analysis section conducts research relating to workers' compensation issues, generates reports and disseminates data and information to DIR management, WCS units and externally as necessary. This unit participates in special projects as directed by the CAO and Administrator and interacts with and provides assistance to the other WCS units on various assignments such as drafting regulations and reviewing performance. The unit is also responsible for processing and collecting all administrative fines.

- Outreach Program Contacts (includes written, electronic & telephone inquiries, education outreach contacts and website hits) in FY14: 618,270.

3.2.5 Benefit Penalty Investigations

Benefit Penalty investigations are investigations of insurers and third-party administrators that may result in a monetary award (benefit penalty) to the injured worker if violations of specific statutes and regulations are identified. These investigations are often of a higher level than a regular complaint investigation and the determinations made as a result are often contested.

- Number of Benefit Penalty Investigations Completed in FY14: 290.
- Number of Benefit Penalties Issued in FY14: 26.
- Dollar Amount of Benefit Penalties Issued in FY14: $107,750.

3.2.6 Subsequent Injury Coordinator

The primary purpose of the Subsequent Injury Account(s) is to encourage employers to hire workers who have suffered a permanent physical impairment. The impairment can be congenital or caused by a previous accident, illness or work-related injury/occupational disease. The costs of the subsequent injury are paid from a designated "subsequent injury account" which is supported by assessments received from workers' compensation insurers rather than having the current insurer pay the entire cost of a qualifying claim. There are currently three separate subsequent injury accounts. Both the Self-insured Employers Account and the Associations of Self-insured Public or Private Employers Account has their own review board. They each have five board members who are appointed by the Governor. The Administrator of the Division of Industrial Relations (DIR) administers the account for private carriers. The Subsequent Injury Coordinator is responsible for reviewing claims against the Subsequent Injury Accounts, and providing a recommendation for approval or denial of such claims to the Subsequent Injury Boards, and issuing determinations on claims against the private carrier account.

- Number of Subsequent Injury Claims Reviewed in FY14: 50.

- Number of Supplemental Subsequent Injury Claims Reviewed in FY14: 81.

3.2.7 Uninsured Employers Claims Coordinator

The Uninsured Employers' Claim Account (UECA) provides workers' compensation benefits to employees whose employers did not have industrial insurance at the time of their injuries. The account is administered by the DIR and is financed through assessments against insurers and self-insured employers. The uninsured employer is liable for money paid from the fund to provide benefits and compensation to the injured employee (NRS 616C.220).

- Claims administration for uninsured employers is handled by a TPA contracted by the DIR. The contract is obtained via a Request for Proposal (RFP) that is opened every four (4) years. The Uninsured Employers Claims Coordinator oversees the claims administration to ensure appropriate benefits are being provided and gives prior authorizations for medical and vocational rehabilitation services.

- Current Number of Open Uninsured Claims: 63.

- Uninsured Claims Expenditures in FY13: $910,434 (FY14 amount not yet available).

3.3 CONCURRENT IMPACTS/PROJECTS

The LCB audit report recommended DIR develop comprehensive aged accounts receivable lists and despite the DIR procuring the Data Mart report writing solution for VERSA and working with VERSA parent company Iron Data on this solution, WCS has been unable to successfully use this report writing tool to generate these aged accounts receivable reports to satisfy the LCB audit recommendation.

The Department of Employment, Training & Rehabilitation (DETR), Employment Security Division (ESD) has an outstanding LCB audit recommendation to obtain claims indexing information for the DIR/WCS system for cross matching purposes to detect unemployment insurance fraud, but the current system does not support their information needs electronically and WCS is unable to assist ESD with our current system capability.

3.4 CURRENT COMPUTING ENVIRONMENT

3.4.1 DIR has three (3) offices located in Reno, Carson City, and Henderson, Nevada. The following outlines the computing environment:

3.4.1.1 Desktops – Windows 7.

3.4.1.2 Servers – Windows Server 2008 and 2012.

3.4.1.3 Doman controllers and shared file servers.

3.4.1.4 Web, application & database servers.

3.4.1.5 Network – The local area network with the DIR offices is managed by Department of Business & Industry IT staff. The statewide network (and backbone) is managed by the Enterprise IT Services Division (EITSD).

3.4.2 WCS has two major systems that support the section:

3.4.2.1 Claims Indexing – Custom built by the Department of Information Technology (DoIT) approximately 20+ years ago.

3.4.2.2 Versa Regulation – A Commercial-Off-the-Shelf (COTS) regulatory licensing and enforcement system.

WCS also has various user developed Access databases and spreadsheets that are used to fill major "gaps" in functionality.

3.4.3 Claims Indexing System

The requirements for the Claims Indexing System were set forth in NRS 616b.018. The system provides a repository (history) of valid workers compensation claims. The data in the system comes from the following entities:

- Third Party Administrators (TPAs).
- Self-Insured Employers.
- Private Insurance Companies.

In most cases data is receive in document form and requires an individual to enter it into the system. There is also a secure FTP site where several entities submit files that can be loaded into the database in batch buy running a load routine. There is only one person and their backup that directly use the system.

The system is standalone and does to integrate to any other systems. The system was recently upgraded to VB.Net and Oracle 11g. The system is hosted on a Windows server, located at DIR in Carson City, NV.

3.4.4 Versa Regulation System

3.4.4.1 The primary system to be replaced is the VERSA system which does not support the operations of WCS to the degree necessary to allow WCS staff to effectively and efficiently regulate workers' compensation in the State of Nevada. This system does not have the ability to produce worker's compensation reports as required by the legislature, requests for worker's compensation information received from the regulated community, nor does it allow for WCS management to effectively oversee the operations of the section.

3.4.4.2 On June 17, 2009 VERSA went live in the WCS environment. There were hundreds of issues/tickets with VERSA that were created for the Iron Data team to fix (priority ranked). It was discovered that VERSA had limited capabilities for workers' compensation business processes. All the automated workflow items in the VERSA system would have to be created by WCS IT team and not the Iron Data team with WCS only having a limited IT team. WCS continues to use the original spreadsheets, databases, and documents in both offices to accomplish the daily business operations.

3.4.4.3 One of the major issues is reports. WCS could enter most of the data into the VERSA system; however, WCS could not retrieve the data. In September of 2009, Crystal Reports was acquired to assist WCS with the report aspect of WCS operations.

3.4.4.4 Although the VERSA program can document an individual case (complaint, audit, enforcement action), it cannot interrelate the cases. As such, it does not function as a needed data base which is capable of generating any meaningful reports. We still rely on individual Excel spread sheets to track audits, complaints, enforcement actions and any resultant administrative fines, citations or premium penalties. In addition, none of the day to day operations have been automated. All of the critical data and record keeping must still be manually entered, maintained and sorted.

3.4.4.5 The VERSA system is a web-based COTS system which is hosted on a Windows 2012 server in the DIR Henderson office. The system uses the JBOSS application server and Oracle 11g database. The vendor for the product is Iron Data.

3.5 PROJECT SOFTWARE

The primary desktop tools used by DIR are the Microsoft Office Suite (Word, Excel, PowerPoint) and Microsoft Visio and Microsoft Project (for project schedules).

3.6 DEVELOPMENT SOFTWARE

DIR does not have specific standards for software development tools (e.g. .net, J2EE, etc.). However, solutions proposed by vendors must meet current acceptable industry standards, and have a mainstream pool of technical resources for support. DIR is not interested in antiquated or outdated technology.

3.7 STATE RESOURCES

The following paragraphs describe the resources the State has committed to this project.

3.7.1 Steering Committee

This team of senior officials will work with, and on behalf of the project in defining overall policy, providing top level decision making, ensuring availability of key resources and effecting key interdepartmental and contractual relationships. The Steering Committee provides leadership in promoting support for the project. Additional roles of the Steering Committee may include:

3.7.1.1 Review of proposed plans and timetables;

3.7.1.2 Provide problem resolution if issues cannot be resolved at the project team level;

3.7.1.3 Provide departmental policy as it relates to the project;

3.7.1.4 Set priorities;

3.7.1.5 Propose alternative solutions to problems encountered;

3.7.1.6 Obtain Legislative and Administrative backing; and

3.7.1.7 Provide information and involve external parties in project progress, accomplishments and challenges.

3.7.2 Project Sponsor

The Division of Industrial Relations (DIR) is the project sponsor. All project activities will be conducted under the authority of the (DIR).

3.7.3 Project Manager

A Project Manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Project Manager will provide on-going daily direction and oversight to the State project staff and the contractor and report progress and problems to the Steering Committee. The Project Manager will coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Project Manager sets priorities when choices of alternatives are required.

3.7.4 State Project Staff

3.7.4.1 The awarded vendor will be expected to work closely with the State project staff assigned to this project.

3.7.4.2 State project staff will be available to attend meetings, interviews and assist assigned staff in reviewing functions with the awarded vendor.

3.7.4.3 State project staff will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas.

3.7.4.4 State project staff will report to the Project Manager who will act as a conduit to the awarded vendor.

3.7.4.5 DIR will be hiring a programmer that will participate in the project. Once the project is over they will have a role in maintaining the system.

3.7.4.6 Industry Stakeholders Representative from the regulated industry, including insurers and TPAs will be involved in the project. They will provide input as to the information needs of the industry and how to streamline the exchange of information between the industry and the State.

3.7.5 Quality Assurance Monitor

A Quality Assurance (QA) monitor may be utilized and will act as technical assistant to the State. The QA monitor will report to the State Project Manager. Major functions will include, but not be limited to the following.

3.7.5.1 Review of project tasks;

3.7.5.2 Validation of results;

3.7.5.3 Provide recommendations, as required;

3.7.5.4 Review of deliverables; and

3.7.5.5 Project plan monitoring.

4. SYSTEM REQUIREMENTS

4.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors must explain in sufficient detail how the vendor will satisfy the Division of Industrial Relations/Workers' Compensation Sections project requirements described below and in ***Attachment L, Requirements Matrix***. If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

4.2 COMPUTING PLATFORM

The server and desktop environments at the Department of Business & Industry and DIR is Windows. For virtual environments VMWare is used. DIR uses Acronis software for performing image backups.

In terms of hosting applications, DIR is open both a State hosted or vendor hosted solutions. DIR will evaluate the merits of each. The state hosting options include:

4.2.1 DIR hosting on one of their existing servers (or purchase new server); or
4.2.2 EITSD hosting on a virtual server in the state server farm facility.

Systems hosted on State servers should run on a Windows Server environment. However, DIR is open to other platforms.

4.3 TECHNICAL REQUIREMENTS

The following are some, but not all technical requirements:

4.3.1 The proposed vendor solution should be web-based and support standard commercial browsers.

4.3.2 The system must have robust security features that meet all state and industry security standards. This includes the encryption of sensitive data such as Personal Identifiable Information (e.g. SSNs). The system must support complex passwords and enforce periodic resetting of passwords.

4.3.3 The system must have user friendly reporting tools that allow knowledgeable users to extract the information they need from the system.

4.3.4 The system must have full backup and recovery capabilities.

4.3.5 The system must provide efficient and secure methods of exchanging information between external stakeholders (e.g. insurers, TPAs, medical providers, injured workers, etc.).

4.4 FUNCTIONAL REQUIREMENTS

The requirements matrix, referenced in ***Section 4.6***, ***Requirements Matrix*** contains a list of requirements across the various business unit as well as industry stakeholders.

In the first major task of the project the state and the vendor will work together to identify opportunities to streamline business processes and refine requirements.

4.4.1 General Enterprise Requirements – These are system features and functionality that supports all business processes within WCS. This category of requirements includes, but not limited to the following:

4.4.1.1 The system shall include worker compensation industry standard data elements, edits, and data collection/distribution methods. (Note: the state understands that the standards may need to be implemented in phases. The vendor should be knowledgably about IAIABC EDI-standards).

4.4.1.2 The system shall make maximum use of various industry standards for transmitting and receiving data electronically. The system shall

have the appropriate electronic interfaces for "customer" data submission.

4.4.1.3 The system shall be compliant with all State of Nevada security policies, statutes and standards.

4.4.1.4 The system shall provide for the secure transmission and reception of data. This includes encrypting data when appropriate.

4.4.1.5 The system shall significantly reduce the amount of manual data entry (from the operation as it is today) required to capture data by effectively utilizing currently available enabling technology.

4.4.1.6 The system shall provide the capability to automate correspondence. This can include, but not limited to: Allow users to create/modify/setup letter templates; Automatic generation of form letters (populated from the database); Mail merge, automatic generation of mail labels; and Automatic generation of letters and emails (based on WCS business rules).

4.4.1.7 The system shall provide all necessary standard reports required to manage day-to-day operations across all WCS business functions, meet statutory reporting requirements, and ad hoc inquiries. These reports shall be easy for end users to run. The system shall allow a trained staff member, familiar with WCS's data, to make modifications to the reports as requirement may change over time.

4.4.1.8 The system shall provide reporting/query tools that allow end users to create and run reports (users can define data, selection, filter, sort criteria, and basic mathematical formulas). Capabilities shall include, but not limited to: Ad hoc report generation; Complex data searches; Generation of statistical reports; Trend analysis reports; Ability to download results into documents and spreadsheets (including transferring queries to Microsoft Office products); and Printing reports.

4.4.1.9 The system shall allow authorized users to search by any data field. (All data entered into the system should be searchable).

4.4.1.10 The system shall have an intuitive user interface.

4.4.1.11 The system shall have streamlined navigation, where there is a minimal amount of screens and clicks to accomplish a task.

4.4.1.12 The system shall provide document management capabilities where documents are integrated into tasks that are performed by WCS staff.

4.4.1.13 The system shall have the capability of referencing hard-copy paper files that are stored off-site. The system shall allow the capture of reference numbers assigned to the off-site records.

4.4.1.14 The system shall, where feasible, eliminate or reduce paper forms (Potential exceptions in cases where "wet" signatures or notary is required).

4.4.1.15 The system shall provide the ability for a trained system administrator (with minimal technical background) to modify system lookup values.

4.4.1.16 The system shall provide the ability for a trained system administrator (with minimal technical background) to setup and modify letter templates.

4.4.1.17 The system shall provide streamlined workflow type functionality.

4.4.1.18 The system shall allow authorized users to configure "alerts" based on dates, timeframes, task dependencies, etc.

4.4.1.19 The system shall be developed using an architecture that is scalable and flexible, and can adapt to future requirements.

4.4.1.20 The system shall have reasonable response-time/performance for both "Back office" users (state staff) and external customers (accessing services over the Internet). Note: The state understands the vendor is not responsible for those items outside its control, such as the State's network or the Internet. This requirement is to ensure the vendor's solution is properly designed for performance and efficiency.

4.4.1.21 The system shall have a comprehensive, reliable backup and recovery capability along with a recovery plan and instructions.

4.4.1.22 The system shall allow users to easily download query results into Microsoft Office products (e.g. Excel).

4.4.1.23 The system shall provide role based security and access controls.

4.4.1.24 The system shall provide the capability to effectively manage and retrieve contact records (people, organizations, etc.).

4.4.2 Case Management

The system must support integrated case management functionality used across the WCS organization which involves, claims, complaints, investigations, audits, issuing of fines/penalties/corrective actions.

Case management intersects across the various business units, e.g. Employer Compliance, Insurer-TPA Compliance, etc.

4.4.3 Employer Compliance Unit Requirements

The system must support the Unit's needs. The unit enforces workers compensation laws in relation to employer compliance. The unit takes measures to ensure that employers carry appropriate worker comp insurance for their employees. The unit will conduct investigations/audits if it appears an employer does not maintain proper coverage. Various methods are used to identify possible violators, including: (1) review of NCCI insurance cancelation listings - to determine coverage; (2) complaints; (3) referrals; (4) uninsured claims; or (5) other methods.

Note: WCS is open to consideration of other methods/information sources to determine insurance coverage.

4.4.4 The unit will investigate uninsured workers compensation claims (C-4 from Medical Unit) to determine if there was an employer-employee relationship at the time of the injury. The claimant can be referred to receive treatment paid through the Uninsured Employers' Claim Account (managed by the Uninsured Employers Claims Coordinator). The claimant's case would be forwarded to the WCS contract TPA who will make the determination and schedule treatment as appropriate.

The unit issues fines and premium penalties against employers that fail to maintain proper workers compensation insurance for their employees. They also have the authority to investigate potentially uninsured employers and order cessation of business for non-compliance. The unit can refer cases to the State Attorney General.

The unit also registers and regulates Professional Employer Organizations (PEOs) aka employee leasing companies. On an annual basis, the PEOs must complete and submit the application package (includes proof of NV workers comp insurance) and pay a registration fee. If requirements are met the unit issues an Employee Leasing Certificate.

The unit issues "extra territorial" certificates to companies that are insured by state worker compensation funds from other states, and have employees working temporarily in NV. The certificates are typically valid for 180 days.

4.4.5 Insurer/TPA Compliance Unit Requirements

The system must support the Unit's needs, including:

4.4.5.1 The unit audits workers comp insurers & TPAs at least every five (5) years. The audits are to ensure that insurers, TPAs, employers, and healthcare providers are in compliance with NV statutes & regulations which govern workers compensation. In preparation for

audits, the auditors need to gather information on previous violations, fines, penalties, etc. Auditors will also, request that that insurers provide worker comp claim information for the last period, typically one year of data.

4.4.5.2 The unit also investigates complaints brought by injured workers or their representatives and renders determinations on the complaints.

4.4.5.3 The unit can issue notices of correction, order plans of corrective action, levy administrative fines & issue benefit penalties (related to complaints & audit cases).

4.4.5.4 A claimant who wants to contest some aspect of their claim (e.g. compensability, award, stipulations, etc.) can appeal to the Department of Administration, Hearings Division. DIR Legal Counsel handles WCS cases presented at the Hearing Division. This unit also reviews worker comp related Orders & Stipulations that come out of the Hearings Division and follow up to verify that insurers and TPAs comply.

4.4.6 Medical Unit Requirements

4.4.6.1 The system must support the needs of this unit, including:

A. The Medical Unit oversees the Panel of Rating Physicians and Panel of Treating Physicians.

B. The Medical Unit assigns Rating Physicians using an unbiased "rotation" methodology based on various parameters, including specialty, geographic, location, etc.

C. The Medical Unit performs investigations related to C-4s from healthcare providers (cannot find insurance for claim), billing/payment determinations, compliance with laws and Regulations.

D. The Medical Unit issues fines & penalties, disciplinary actions, corrective measures, etc. The Unit also does outreach and training.

4.4.6.2 Education, Research & Analysis Unit – The system must support the needs of this unit, including:

A. The unit consists of two sections:

(1) Education Section - performs education and training of insurers, TPAs, employers, employees, healthcare providers, and others; and

(2) Research & Analysis Section (R&A) - conducts research, special projects, collects data from external stakeholders and collects data on WCS operations.

B. The Education Section, in addition to developing courses and conducting training, they also perform outreach to stakeholders. One method of outreach is through email notifications. Stakeholders can subscribe to through WCS's website and select the categories they are interested in.

C. R&A collects & compiles internal data related to WCS's overall operation, performs analysis, and generates reports related to that data. Key reports include: Monthly WCS Activities & Achievements (operational metrics, including fines & penalties), Performance Measures, and various reports required by statute.

D. R&A collects & compiles data from external entities, primarily insurers and TPAs. Insurer and TPA contact and relationship information is used to support investigations and audits (across all units), and to perform data calls (requests for specific reporting requirements).

E. R&A manages the fines and penalty records, including the generation and mailing of determination/fine/penalty letters. Posting of payments is performed by the Business & Industry Fiscal unit (separation of duties). R&A is also responsible for management reporting related to fines/penalties and accounts receivable. Uncollectable accounts are referred to the State Controller for collections.

4.4.7 Subsequent Injury Coordinator

4.4.7.1 The system must support the needs of this unit, including:

A. The Subsequent Injury Unit provides a financial incentive for employers to hire workers with a permanent physical impairment. The costs of subsequent injuries are paid from the subsequent injury accounts (there are 3 accounts), and reimbursements are made to insurers - private carriers, self-insurers, and associations. The unit ensures the following:

(1) Validity of claims;

(2) Monies are not improperly released in cases of errors;

(3) Payments are in accordance with the approved medical fee schedule; and

(4) Safeguard against fraud.

B. Claims are submitted to WCS, using the Form D-37 (with associated case documentation), by an insurer, association, TPA, or insurer's designated agent. The subsequent Injury Coordinator reviews the case:

(1) Verifies the D-37 is properly completed;

(2) Verifies medical bills;

(3) Verify claim calculations;

(4) Verify all appropriate documents are in the claim file; and

(5) Complete the Itemized Subsequent Injury Checklist. In some situations the case is referred to the Medical Unit for review. The Subsequent Claims Coordinator provides recommendations of approval or denial to the Subsequent Injury Boards and DIR Administrator.

C. The Self Insured Employers Account and the Associations of Self-insured Public or Private Employers Account has their own review boards. The Division of Industrial Relations Administrator administers the account for private carriers. Determinations are processed as follow:

(1) For self-insured employer or associations of self-insured employers the DIR Administrator will submit to the appropriate board his acceptance or denial recommendation (within 45 days), and the boards will render a determination (within 120 days total); and

(2) For a private carrier, the DIR Administrator will render a determination (within 120 days).

D. There is an appeals process in the event that there is a disagreement with the determination (e.g. denial of claim or related expenses). Self-insured employer or associations of self-insured employer's cases can request an appeal hearing with their respective boards. Private carriers can request an appeals hearing with the Appeal Officer at the Department of Administration. If the claimant disagrees with the decision from the appeals process, the next step is to file an appeal with the District Court.

E. For approved reimbursements for claims, the Subsequent Injury Coordinator will submit a request to the Department

of Business & Industry Fiscal Unit, who in turn requests the State Controller to make the payment to the claimant.

4.4.8 Uninsured Employers Claims Coordinator

4.4.8.1 The system must support the needs of this unit, including:

A. The Uninsured Employer's Claims Coordinator (UECC) oversees the claims administration to ensure appropriate benefits are provided and gives prior authorization. Uninsured claims are typically referred to the UECC by the Employer Compliance Unit (Form C-4 process). The DIR legal counsel also reviews the claim.

B. WCS contracts with a TPA to administer claims. The TPA makes the determination on claims. WCS staff has access to the contract TPAs system and can lookup information related to claims. The TPA sends WCS monthly bills, and reports containing: list of claims, counts, and expenditures per claim and total amounts ($). The TPA has 30 days to accept or deny a claim.

C. The appeals process involves the Department of Administration Hearings Division.

D. The contract TPA invoices are forwarded to the Dept. of Business & Industry Fiscal Unit, which requests payment from the State Controller's Office.

4.4.9 Benefit Penalty Investigations Unit

4.4.9.1 The system must support the needs of this unit, including:

A. Benefit penalty investigations are investigations of insurers, TPAs, employers, and medical providers, which may result in a benefit penalty payment to the injured worker. If a violation is found, a penalty is awarded to the injured employee - $3,000 to $50,000 - and an administrative fine - $1500 for the initial violation or $15,000 for a second or subsequent violation - is imposed against the offending party (e.g. insurer, TPA, etc.). There is another type of penalty - the "Three-Times Penalty", where an Insurer or TPA has unreasonably refused to pay a claim within 30 days of receipt of the C-4 Form. The WCS can award the injured employee an amount equal to three-times the amount that was refused or unreasonable delayed.

B. Complaint forms are received by WCS (majority are filed by the injured employee's attorney). The unit investigates the complaint. Based on the results they prepare the "Findings

of Fact Draft Determination". The determination is reviewed by - the District Manager, DIR legal counsel, and WCS Chief Administrative Officer.

C. Appeals go to the Department of Administration, Appeals Division. The Appeals Division can affirm, deny or order an adjustment to the case.

D. If approved the unit will issue a "Determination Award Penalty". A letter will be sent to all parties involved. The respondent has 10 days to pay or 30 days to appeal. If not payment is made then it goes into collections.

4.4.10 Financial Management

4.4.10.1 The primary financial functions that WCS performs involve accounts receivables and payment processing related to the collection of fines and penalties. The system must support fiscal business functions within WCS, including:

A. The system shall provide a secure online payment portal for fines and penalties, with the ability to accept credit cards, debit cards and eChecks.

B. The online payment portal shall integrate with the States merchant services and payment processing platform (Wells Fargo is the current contractor and provides industry standard integration methods).

C. The system shall provide the capability to effectively manage accounts receivables, primarily related to fines and penalties. The system shall include, but not limited to the following:

- Generate aging accounts receivable reports;
- Show account details;
- Show summary record counts;
- Automatic generation of reminders and delinquency notices;
- Track adjustments to balances (tracking all history), e.g.;
- Reductions in amounts (include reduction reason and date);
- Write-offs;

- Support payment plans;
- Support posting partial payments"; and
- The system shall, when a payment is made on a receivable, automatically update the related "case record" to show that the fine or penalty was paid.

4.4.10.2 Allow users (authorized) in various units to lookup records for an insurer/TPA or employers to see payment history. (To avoid the situation where one unit needs to call another unit to get information).

4.4.10.3 The system shall capture financial related transactions in the system in a manner consistent with the State's general ledger accounting code structure. The system shall allow users to "roll-up" transactions into totals for reconciliation purposes and for posting the state financial system (Advantage).

4.4.10.4 The system shall provide the capability to properly implement separation of duties.

(Note: The scope of the new system does not include an automated interface to Advantage. However, the system should have flexibility to accommodate an interface in the future.)

4.4.11 Reporting & Business Intelligence

4.4.11.1 The system must support reporting and data analytics needs within WCS, including:

A. Standard management & operational reports;

B. Reports mandated by statute (e.g. reports to the Legislature);

C. Special requests, such as requests by attorneys, stakeholders, etc;

D. Request from WCS investigators in relationship to a case/claim; and

E. Research and special projects.

4.4.11.2 The system shall provide comprehensive reporting capabilities that include:

A. Standard reports (that are executed on a routine basis);

B. Ad-hoc reports that users can build using an intuitive user-interface and specify selection, sort, criteria; and

C. Users can build reports without requiring knowledge of complex database structures (i.e. data elements are presented in terms understandable by a WCS user).

4.4.11.3 The system shall allow users to link together and report data from various tables in the database, for example:

A. Workers comp claims;
B. Complaints;
C. Cases (investigations/audits);
D. Employers;
E. Insurers;
F. TPAs;
G. Medical providers; and
H. Violations/fines/penalties/actions.

4.4.11.4 The system shall allow generating statistical data from the system, e.g. record counts, summations, averages, etc.

4.4.11.5 The system shall provide the ability to report on historical trends based on user defined criteria.

4.4.11.6 The system shall provide the ability to publish reports so that other individuals can view them.

4.4.12 Claims Data Collection

4.4.12.1 WCS currently collects claims data in the Claims Indexing System. Entities that send in data – Only Nevada private insurance carriers are required to submit information.

4.4.12.2 Self-Insured & Self Insured Associations are exempt. Some of them do submit but it is voluntary. Information is submitted on a D-38 Form (some send copies of the forms and

4.4.12.3 Some upload batch files to a secure FTP site). The D-38 is a form which uses elements (including SSNs) from requirements put forth in NRS 616B.018 element.

4.4.12.4 WCS has been collecting Indexing information for approximately 12 years, however, the database includes the entire database of SIIS/Employers efforts before WCS took over the program.

NOTE: As part of this project, WCS working with the industry, is looking to re-define what data is to be collected and how. This may require a phased effort to minimize risk and impact to the WCS and

industry stakeholders. The following will be the primary drivers for defining claim data requirements:

A. Statutory requirements (e.g. NRS 616B - Indexing Claims);

B. WCS internal requirements (Support audits/investigations research/analysis projects; and inquiries from other entities);

C. DETR's requirements (To identify overlaps between unemployment benefits and workers compensation benefits); and

D. Industry Requirements (Methods to submit data to WCS, and industry comparisons/benchmark studies).

4.4.13 Industry Requirements

4.4.13.1 The workers compensation industry includes insurers, self-insured and TPAs. The primary focus for Industry requirements are to:

A. Streamline how the industry and WCS interact; and

B. Ensure WCS and the industry stakeholders exchange appropriate information on a timely basis.

4.4.13.2 The system shall provide an automated solution to the D-35 process, where insurers/TPA's could submit the D-35 forms online and have the system automatically assign the next appropriate physician/chiropractor on the list.

4.4.13.3 The system shall provide an efficient method for insurers and TPAs to electronically submit claims data to WCS. The system shall provide several options for data submission, including, but not limited to:

A. Electronic Data Interchange (using standard industry data formats).

B. Web user interface where claim data can be keyed in by insurer/TPA staff (typically for smaller entities that do not have the resources and infrastructure to use EDI).

4.4.13.4 The system shall provide:

A. Effective data validation/error checking;

B. User interface for insurers to lookup their data that previously submitted; and

C. Security for data submission (e.g. encrypted data transmission, secure login and user management)".

4.5 SECURITY STANDARDS

4.5.1 System must meet State security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.

4.5.2 Protection of sensitive information will include the following:

4.5.2.1 Sensitive information in existing legacy applications will encrypt data as is practical.

4.5.2.2 Confidential Personal Data will be encrypted whenever possible.

4.5.2.3 Sensitive Data will be encrypted in all newly developed applications.

4.5.3 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).

4.5.4 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements must permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.

4.5.5 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.

4.5.6 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.

4.5.7 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.

4.5.8 All system development projects must include a documented change control and approval process and must address the security implications of all changes recommended and approved to a particular service or system. The responsible agency must authorize all changes.

4.5.9 Application systems and information that become obsolete and no longer used must be disposed of by appropriate procedures. The application and associated information must be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.

4.5.10 Software development projects must comply with State Information Security Consolidated Policy 100, Section 4.7, Software Development and Maintenance and State Standard 131, "Security for System Development".

4.5.10.1 Separate development, test and production environments must be established on State systems.

4.5.10.2 Processes must be documented and implemented to control the transfer of software from a development environment to a production environment.

4.5.10.3 Development of software and tools must be maintained on computer systems isolated from a production environment.

4.5.10.4 Access to compilers, editors and other system utilities must be removed from production systems.

4.5.10.5 Controls must be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

4.5.10.6 Security requirements and controls must be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff must be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

4.6 REQUIREMENTS MATRIX

Vendor must:

4.6.1 Present the platform requirements for efficient operation of the system;

4.6.2 Review the requirements matrix carefully to insure that the proposed system design addresses all of the requirements;

4.6.3 Tie each data element/function to the vendor's project plan by task number;

4.6.4 Respond to all of the requirements by properly coding and indicating how the requirement is satisfied. The proposed costs and project plan must reflect the effort needed to satisfy the requirements.

4.6.5 Identify, for each of the system requirements identified in the requirements matrix, whether it is:

Condition	Description
S – Standard Function	The proposed system fully satisfies the requirement as stated. The vendor must explain how the requirement is satisfied by the system.
M – Modification Required	The proposed system requires a modification to existing functionality to meet this requirement which requires a source code modification. The system will be modified to satisfy the requirements as stated or in a different format. The vendor must explain the modifications and include the cost of all modifications above and beyond the base cost in ***Attachment J, Project Costs***.
F – Planned for Future Release	This functionality is planned for a future release. The vendor must explain how the requirement will be satisfied by the system and when the release will be available.
C – Custom Design and Development	The proposed system requires new functionality to meet this requirement which requires a source code addition. The vendor must explain the feature and its value, and include any cost above and beyond the base cost in ***Attachment J, Project Costs***.
N – Cannot Meet Requirement	The proposed system will not satisfy the requirement. The vendor must explain why the requirement cannot be satisfied.
O – Other Software	If the requirement is to be satisfied through the use of a separate software package(s), vendors must identify those package(s) and describe how the functionality is integrated into the base system.

4.6.6 Identify whether each requirement is in the firm fixed price included within the cost proposal.

4.6.7 Describe how the proposed system meets the requirements specified within this RFP.

5. SCOPE OF WORK

The scope of work is broken down into tasks, activities and deliverables. The tasks and activities within this section are not necessarily listed in the order that they should be completed. Vendors must reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.

All tasks performed by the awarded vendor may be reviewed by the QA monitor as well as State staff.

5.1 VENDOR RESPONSE TO SCOPE OF WORK

5.1.1 Within the proposal, vendors must provide information regarding their approach to meeting the requirements described within ***Sections 5.4 through 5.15***.

5.1.2 If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

5.1.3 Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.

5.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

5.2.1 General

5.2.1.1 The contractor must provide one (1) master (both hard and soft copies) and five (5) additional hard copies of each written deliverable to the appropriate State Project Manager as identified in the contract.

5.2.1.2 Once a deliverable is approved and accepted by the State, the contractor must provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.

5.2.1.3 The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.

5.2.1.4 Deliverables will be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

5.2.2 Deliverable Submission

5.2.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable will be delivered to the State Project Manager for review and approval. The summary document must contain, at a minimum, the following:

A. Cover letter;

B. Table of Contents with a brief description of the content of each section;

C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

5.2.2.2 The summary document must contain an approval/rejection section that can be completed by the State. The summary document will be returned to the contractor within a mutually agreed upon time frame.

5.2.2.3 Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

5.2.2.4 At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor must provide a walkthrough of each deliverable.

5.2.2.5 Deliverables must be submitted no later than 5:00 PM, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form ***(refer to Attachment G ~ Project Deliverable Sign-Off Form)*** with the appropriate sections completed by the contractor.

5.2.3 Deliverable Review

5.2.3.1 General

A. The State's review time begins on the next working day following receipt of the deliverable.

B. The State's review time will be determined by the approved and accepted detailed project plan and the approved contract.

C. The State has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.

D. Any subsequent deliverable dependent upon the State's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved.

E. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.

F. After review of a deliverable, the State will return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

5.2.3.2 Accepted

A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.

B. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable ***(refer to Section 8, Financial).***

5.2.3.3 Comments/Revisions Requested by the State

If the State has comments and/or revisions to a deliverable, the following will be provided to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.

C. The State's first review and return with comments will be completed within the times specified in the contract.

D. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.

E. A meeting to resolve outstanding issues must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.

F. Agreements made during meetings to resolve issues must be documented separately.

G. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the State.

H. All changes must be easily identifiable by the State.

I. Resubmission of the deliverable must occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.

J. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.

K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.

L. During the re-review process, the State may only comment on the original exceptions noted.

M. All other items not originally commented on are considered to be accepted by the State.

N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.

O. The contractor must provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.

P. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable ***(refer to Section 8, Financial)***.

5.2.3.4 Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following will be returned to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.

C. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.

D. A meeting to discuss the State's position regarding the rejection of the deliverable must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.

E. Resubmission of the deliverable must occur within a mutually agreed upon time frame.

F. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.

G. Upon resubmission of the completed deliverable, the State will follow the steps outlined in ***Section 5.2.3.2, Accepted,*** or

Section 5.2.3.3, Comments/Revisions Requested by the State.

5.3 PROJECT KICK OFF MEETING

A project kick off meeting will be held with representatives from the State and the contractor after contract approval and prior to work performed. Items to be covered in the kick off meeting will include, but not be limited to:

5.3.1 Deliverable review process;

5.3.2 Determining format and protocol for project status meetings;

5.3.3 Determining format for project status reports;

5.3.4 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;

5.3.5 Defining lines of communication and reporting relationships;

5.3.6 Reviewing the project mission;

5.3.7 Pinpointing high-risk or problem areas; and

5.3.8 Issue resolution process.

5.4 PLANNING AND ADMINISTRATION

5.4.1 Objective:

To establish a clear, comprehensive project plan and processes, and tools to effectively manage the project through to completion. Also, ensure effective collaboration between the contractor and stakeholders throughout the project.

5.4.2 Activities:

5.4.2.1 DIR and the vendor work together to define the detailed project plan, schedule, deliverables, and roles and responsibilities.

5.4.2.2 DIR and the vendor will also define the processes and tools to manage and control the project (including change control and communication plan).

5.4.2.3 DIR and the vendor will work together to develop a project risk management plan.

5.4.2.4 Vendor to participate in bi-weekly project status meetings with DIR and other stakeholders.

5.4.2.5 Vendor to attend and participate in all other project related meetings. When appropriate the vendor will need to prepare materials and/or briefings for the meetings.

5.4.2.6 Vendor to provide written monthly project status reports to DIR. Contents must include: overall completions status in terms of DIR approved project plan and deliverable schedule, accomplishments during the period, problems encountered and proposed/actual resolutions, what is to be accomplished in the next reporting period, identification of schedule slippage and strategy for resolution, contractor staff assigned and their location and schedule, and state resources required for activities during the next time period.

5.4.3 Deliverables

5.4 PLANNING AND ADMINISTRATION DELIVERABLES			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.4.3.1	Detailed Project Plan	5.4.2.1	15
5.4.3.2	Defined processes for managing and controlling the project	5.4.2.2	N/A
5.4.3.3	Risk management plan	5.4.2.3	5
5.4.3.4	Participation at all meetings	5.4.2.4 ~ 5.4.2.5	10
5.4.3.5	Written monthly status reports	5.4.2.6	10

5.5 WORKERS' COMPENSATION REGULATORY SOFTWARE SYSTEM

The vendor needs to deliver a turn-key system that supports DIR-WCS's needs. The following outlines the major project tasks and deliverables/work products. Upon mutual agreement, DIR and the vendor can modify the plan and approach as appropriate to ensure the project is executed in the most effective manner.

The preference is not to have a "water-fall" project approach, but one where DIR staff is interactive with the vendor during each task so that they understand exactly what will be delivered as the end product. Vendors should describe their project approach/methodology in their proposal.

5.6 TASK 1 – BPR AND DETAILED REQUIREMENTS

5.6.1 Objective:

5.6.1.1 Identify opportunities to improve DIR-WCS business processes by applying enabling technologies and best practices. Also, confirm and finalize DIR-WCS's detailed system requirements.

5.6.2 Activities:

5.6.2.1 The vendor will review DIR-WCS's core business processes, including interfaces to external entities and make recommendations on how to streamline the processes and increase efficiencies. This may also include a cost/benefit analysis of the proposed changes.

5.6.2.2 The vendor will work with DIR to verify and document the detailed information system requirements. The requirements will need to be at a level of detail to support the development/configuration and testing of the new system. Requirements should include, but not limited to information requirements, interfaces, security requirements, reporting requirements, business rules, and audit trails.

5.6.3 Deliverables

5.6 BPR AND DETAILED REQUIREMENTS			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.6.3.1	Report of To-Be business process flows with description of underlying technology used to streamline processes.	5.6.2.1	15
5.6.3.2	DIR-WCS detailed system requirements report.	5.6.2.2	15

5.7 TASK 2 – SYSTEM DESIGN/IMPLEMENTATION CONFIGURATION

5.7.1 Objective:

5.7.1.1 The objective of this task is to develop a detailed design document that describes the system architecture, the software and hardware components. The design documentation should be to a level of detail that all project stakeholders can understand what will be developed/implemented. Note: Vendor's proposing Commercial-Off-The-Shelf (COTS) software solution, this task will include a "gap/fit" analysis.

5.7.2 Activities:

5.7.2.1 Based on requirements, the vendor will develop system design specifications. This includes, but not limited to:

A. Overall system architecture, including technology that will be used;

B. Software products (vendor owned and 3rd party projects);

C. Hardware components;

D. General user interface design (e.g., look, feel, navigation, workflow, storyboard);

E. Database structures;

F. Security;

G. Backup and recovery;

H. Interfaces to external entities; and

I. If the vendor is proposing a COTS solution, then a gap/fit analysis will be performed. The vendor will identify which requirements are met and which ones will require customizations or work-around processes. COTS vendors will also need to provide the system design specification (described above).

5.7.3 Deliverables

5.7 SYSTEM DESIGN/IMPLEMENTATION CONFIGURATION			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.7.3.1	System design documentations (can include prototypes)	5.7.2.1 A-H	15
5.7.3.2	Gap/Fit analysis	5.7.2.1 - I	15

5.8 TASK 3 – BUILD AND IMPLEMENT SYSTEM

5.8.1 Objective:

The objective of this task is to develop, test, and deliver a fully functional system that meets DIR-WCS's requirements. COTS vendors, as part of this task, will install and configure/customize their proposed system. Throughout this task, the vendor must work closely with DIR-WCS staff to verify the system will meet their requirements in an intuitive and efficient manner.

5.8.2 Activities:

5.8.2.1 Establish development and test environments.

5.8.2.2 Develop system and test system.

A. Develop system components.

B. Perform structured demonstrations/pilots/walk-throughs of system components to users at various stages this task to ensure the end product is on target. Prior to UAT, users need to see how the system will provide end-to-end support for all their business processes.

C. Update design specifications and code based on user feedback. If necessary, re-demonstrate system after making the changes.

D. The vendor will conduct thorough quality assurance testing of system and correct defects prior to delivering it for User Acceptance Testing (UAT) and production. The vendor will also ensure the system meets appropriate performance and throughput requirements.

E. Conduct walkthrough of entire system with users prior to UAT.

5.8.3 Deliverables

5.8 BUILD AND IMPLEMENT SYSTEM			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.8.3.1	Demonstrations/pilot/walk-throughs of system components.	5.8.2.1	15
5.8.3.2	Deliver fully functional system that the vendor has fully tested.	5.8.2.2 A-C	15
5.8.3.3	Walk-through of entire system prior to UAT.	5.8.2.2 D	5

5.9 TASK 4 – DATA MIGRATION

5.9.1 Objective:

The objective of this task is to migrate historical data from the existing legacy systems to the new system.

5.9.2 Activities:

5.9.2.1 The vendor shall work with DIR to develop a comprehensive data migration plan. The legacy systems will include the Versa/Iron Data system (Oracle), the Claims Indexing System (Oracle), and various Access databases. The plan must include at a minimum:

A. Map legacy data to the new system. DIR will provide staff knowledgeable of the existing systems.

B. Document business rules and program specifications for extracting legacy data, performing data cleansing, and loading it to the new system and validating it.

5.9.2.2 The vendor will work with DIR to define test cases for validating the migrated data.

5.9.2.3 Migrate legacy data to the test environment for demonstrations and UAT.

5.9.2.4 Migrate legacy data to the production environment prior to go-live.

5.9.3 Deliverables

5.9 DATA MIGRATION			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.9.3.1	Detailed data migration plan.	5.9.2.1	15
5.9.3.2	Test cases for validating converted data (ensure accuracy of data migration).	5.9.2.2 5.9.2.3	10
5.9.3.3	Migrate data to test and production environments.	5.9.2.4	15

5.10 TASK 5 – USER ACCEPTANCE TESTING

5.10.1 Objective:

The objective of this task is to ensure the system meets DIR-WCS's functional requirements. DIR, with the assistance of the vendor will develop a User Acceptance Test (UAT) Plan and test cases. The vendor will need to provide a fully functional system for UAT.

5.10.2 Activities:

5.10.2.1 The vendor will provide a fully functional test environment and system prior to the start of UAT. This includes ensuring the database tables are properly populated to support all test cases, including daily, weekly, monthly, quarterly and annual processes.

5.10.2.2 The vendor will provide training to the DIR-WCS UAT team that so that they understand how to use the system prior to testing.

5.10.2.3 The vendor will review DIR-WCS's UAT plan and test cases and provide constructive feedback on the approach and testing coverage.

5.10.2.4 Vendor will provide technical support throughout the UAT task and correct software defects, data issues, and other system issues in an expedient manner to keep testing on schedule.

5.10.3 Deliverables

5.10 USER ACCEPTANCE TESTING			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.10.3.1	Test environment and fully functioning system, including test data (vendor to have performed comprehensive system testing).	5.10.2.1	10
5.10.3.2	Vendor training of UAT team so that they understand the system to a level necessary to complete UAT.	5.10.2.2	10
5.10.3.3	Review of DIR-WCS's UAT plan and cases.	5.10.2.3	10
5.10.3.4	Technical support and timely remediation of defects, data and system issues throughout the UAT.	5.10.2.4	15

5.11 TASK 6 – DOCUMENTATION

5.11.1 Objective:

The objective of this task is to develop user and system documentation that will allow DIR-WCS to effectively utilize, operate and maintain the system.

5.11.2 Activities:

5.11.2.1 Vendor will develop user manual for system users, tailored to DIR-WCS's terminology and business processes.

5.11.2.2 Vendor will provide online user help that ties to the context of the specific area of the system (or function) that is in use.

5.11.2.3 Vendor will develop system administration/operations guide for DIR and state technical staff to operate and maintain the system. The includes, but not limited to: maintenance of user accounts and roles, configuring system parameters and business rules, security features, running of jobs, backup and recovery, building and running reports, setup of letter templates, etc.

5.11.2.4 Vendor will develop a technical system design report that details the architecture and design of the system.

5.11.3 Deliverables

5.11 DOCUMENTATION			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.11.3.1	User manual.	5.11.2.1	15
5.11.3.2	Online help functionality and content.	5.11.2.2	10
5.11.3.3	System administration/operations guide.	5.11.2.3	10
5.11.3.4	Technical system design report.	5.11.2.4	10

5.12 TASK 7 – TRAINING

5.12.1 Objective:

Develop and execute training for users, trainers and technical staff. Training will need to cover all key aspects of the system and presented in the context of how DIR-WCS staff performs their business processes.

5.12.2 Activities:

5.12.2.1 The vendor and DIR will work together to develop a training plan that describes the objectives, content and duration for each topic/module, as well as the delivery approach.

5.12.2.2 The vendor, working with DIR will develop training materials and scenarios.

5.12.2.3 The vendor will provide a training environment with a fully functional system that is populated with data necessary to cover the subject matter described in the training plan and materials.

5.12.2.4 The vendor will conduct training which is tailored to DIR-WCS's business processes. DIR currently is open to the train-the-trainer approach.

5.12.3 Deliverables

5.12 TRAINING			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.12.3.1	Training plan.	5.12.2.1	10
5.12.3.2	Training materials and scenarios.	5.12.2.2	10
5.12.3.3	Fully functional training environment with data.	5.12.2.3	5
5.12.3.4	Training.	5.12.2.4	10

5.13 TASK 8 – TRANSITION TO PRODUCTION

5.13.1 Objective:

The objective of this task is to migrate to the new production system and ensure a smooth transition for DIR-WCS operations.

5.13.2 Activities:

5.13.2.1 The vendor and DIR will work together to develop a transition plan that will insure system availability to all users and minimize the impact to DIR-WCS operations.

5.13.2.2 The vendor performs a final conversion from the legacy systems just prior to go live. The final data conversion will be scheduled to minimize the impact to DIR-WCS operations.

5.13.2.3 The vendor will provide immediate technical support at least the first two weeks of production to address any critical issues that may arise. Vendor will have staff available to monitor system and communicate with DIR staff.

5.13.3 Deliverables

5.13 TRANSITION TO PRODUCTION			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.13.3.1	Production transition plan.	5.13.2.1	10
5.13.3.2	Final conversion of legacy data to new system.	5.13.2.2	10
5.13.3.3	Technical support after go-live for at least two weeks.	5.13.2.3	10

5.14 TASK 9 – POST IMPLEMENTATION REVIEW

5.14.1 Objective:

The objective of this task is to evaluate the new system from a functional and performance perspective approximately eight to ten weeks after completion of the production rollout.

5.14.2 Activities:

5.14.2.1 The vendor and DIR will work together to develop a comprehensive Post Implementation Review Plan (PIRP).

5.14.2.2 DIR, working closely with the vendor, will execute the PIRP to validate that the production system meets DIR-WCS's requirements and that the vendor is meeting their service level requirements.

5.14.2.3 The vendor will resolve reported deficiencies in a timely manner.

5.14.3 Deliverables

5.14 POST IMPLEMENTATION REVIEW			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.14.3.1	Post Implementation Review Plan.	5.14.2.1	10
5.14.3.2	Execute Plan.	5.14.2.2	N/A
5.14.3.3	Resolution of system and vendor operational issues.	5.14.2.3	TBD

5.15 TASK 10 – WARRANTY AND CORRECTIVE MAINTENANCE

5.15.1 Objective:

The objective of this task to ensure the system is working properly in production and provide appropriate warranty service as needed.

5.15.2 Activities:

5.15.2.1 The vendor will provide immediate corrective action for any system defects.

5.15.2.2 The vendor will provide user support during normal business hours.

5.15.2.3 The vendor will provide clear release notes for all system upgrades, patches and fixes.

5.15.3 Deliverables

5.15 WARRANTY AND CORRECTIVE MAINTENANCE DELIVERABLES			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
5.15.3.1	Timely corrective action on all system defects.	5.15.2.1	N/A
5.15.3.2	User support.	5.15.2.2	N/A
5.15.3.3	Release notes.	5.15.2.3	5

6. COMPANY BACKGROUND AND REFERENCES

6.1 VENDOR INFORMATION

6.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the	

Question	Response
expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

6.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

6.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	

If "No", provide explanation.

6.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

6.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	

Question	Response
Total dollar value of the contract:	

6.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

6.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

6.1.8 Vendors must review the insurance requirements specified in ***Attachment E, Insurance Schedule for RFP 3212.*** Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E.***

Yes		No	

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3212.***

6.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

6.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

6.1.11 Financial information and documentation to be included in ***Part III, Confidential Financial Information*** of vendor's response in accordance with ***Section 11.5, Part III – Confidential Financial***.

6.1.11.1 Dun and Bradstreet Number

6.1.11.2 Federal Tax Identification Number

6.1.11.3 The last two (2) years and current year interim:

A. Profit and Loss Statement
B. Balance Statement

6.2 SUBCONTRACTOR INFORMATION

6.2.1 Does this proposal include the use of subcontractors?

Yes		No	

If "Yes", vendor must:

6.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

6.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements;

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

C. Describe your previous experience with subcontractor(s).

6.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project;

B. Incorporating the subcontractor's development and testing processes into the vendor's methodologies;

C. Ensuring subcontractor compliance with the overall performance objectives for the project; and

D. Ensuring that subcontractor deliverables meet the quality objectives of the project.

6.2.1.4 Provide the same information for any proposed subcontractors as requested in ***Section 6.1, Vendor Information***.

6.2.1.5 Business references as specified in ***Section 6.3, Business References*** must be provided for any proposed subcontractors.

6.2.1.6 Provide the same information for any proposed subcontractor staff as specified in ***Section 6.4, Vendor Staff Skills and Experience Required***.

6.2.1.7 Staff resumes for any proposed subcontractors as specified in ***Section 6.5, Vendor Staff Resumes***.

6.2.1.8 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

6.2.1.9 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 6.2, Subcontractor Information***. The vendor must receive agency approval prior to subcontractor commencing work.

6.2.1.10 All subcontractor employees assigned to the project must be authorized to work in this country.

6.3 BUSINESS REFERENCES

6.3.1 Vendors should provide a minimum of five (5) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.

6.3.2 Business references must show a proven ability of:

6.3.2.1 Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;

6.3.2.2 Delivering worker compensation system solutions that support business processes similar to WCS.

6.3.2.3 Designing and developing secure data interfaces between government agencies and external stakeholders.

6.3.2.4 Business process re-engineering ("as is" and "to-be").

6.3.2.5 Developing detailed information system requirements;

A. Knowledge of workers compensation industry standards for example: IAIABC EDI

6.3.2.6 Developing and executing a comprehensive application test plan;

6.3.2.7 Developing and implementing a comprehensive training plan;

6.3.2.8 Experience with comprehensive project management;

6.3.2.9 Experience with cultural change management;

6.3.2.10 Experience with managing subcontractors; and

6.3.2.11 Development and execution of a comprehensive project management plan.

6.3.2.12 Implement systems that integrate document management and workflow.

6.3.3 Vendors must provide the following information for ***every*** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:			
Company Name:			
Identify role company will have for this RFP project (Check appropriate role below):			
	VENDOR		***SUBCONTRACTOR***
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget / cost proposal, and if not, why not?			

6.3.4 Vendors must also submit ***Attachment F, Reference Questionnaire*** to the business references that are identified in ***Section 6.3.3***.

6.3.5 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

6.3.6 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 10, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

6.3.7 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

6.4 VENDOR STAFF SKILLS AND EXPERIENCE REQUIRED

The vendor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined in the Scope of Work. The State must approve all awarded vendor resources. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

6.4.1 Project Manager Qualifications

The Project Manager assigned by the awarded vendor to the engagement must have:

6.4.1.1 A minimum of four (4) years of project management experience, within the last ten (10) years, in government or the private sector;

6.4.1.2 A minimum of three (3) years of experience, within the last ten (10) years, managing systems architecture and development projects;

6.4.1.3 A minimum of two (2) years of experience with systems analysis and design;

6.4.1.4 A minimum of two (2) years of experience with systems development and implementation;

6.4.1.5 Completed at least one (1) project within the past three (3) years that involved designing business processes and procedures and developing new systems to support the new business processes; and

6.4.1.6 Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

6.4.1.7 Demonstrated knowledge of workers compensation from a regulatory perspective.

6.4.2 Technical Lead Qualifications

The technical lead assigned by the awarded vendor must have:

6.4.2.1 A minimum of four (4) years of experience in systems development, design and programming of automated systems;

6.4.2.2 A minimum of four (4) years of experience developing systems using a relational database;

6.4.2.3 A minimum of two (2) years of experience developing web-based applications;

6.4.2.4 A minimum of two (2) years of experience managing systems architecture and systems development projects; and

6.4.2.5 Completed at least (1) project within the past three (3) years that involved conducting a pilot implementation and determining the readiness of the system production.

6.4.3 Implementation Lead Qualifications

The implementation lead assigned by the awarded vendor must have:

6.4.3.1 A minimum of three (3) years of experience managing the implementation of new business processes and procedures and new automated systems to support the new business processes;

6.4.3.2 A minimum of two (2) years of experience related to workers compensation systems. The individual must be a proven subject matter expert in the field of workers compensation, including demonstrated knowledge in business processes, industry standards, best practices, relevant laws, and the application of information technology. Note: This requirement can be met by team members other than the Implementation Lead.

6.4.3.3 A minimum of two (2) years of experience managing the implementation of Internet applications;

6.4.3.4 Completed at least one (1) project within the past three (3) years that involved a phased implementation where systems activities were coordinated between the old and new system environments.

6.4.4 Individual Team Member Qualifications

Each member of the awarded vendor's project team must meet at least one (1) of the qualifications below. In addition, the aggregation of the individual qualifications of the team members must cumulatively meet all of the following requirements. These requirements are:

6.4.4.1 Two (2) years of experience within the last five (5) years analyzing and modeling business processes;

6.4.4.2 Two (2) years of experience within the last five (5) years documenting information system requirements;

6.4.4.3 Two (2) years of experience within the last five (5) years designing online interfaces using the tools proposed for this project;

6.4.4.4 Three (3) years of experience within the last five (5) years developing systems using the relational database proposed for this project;

6.4.4.5 Three (3) years of experience within the last five (5) years developing system to system interfaces;

6.4.4.6 Three (3) years of experience within the last five years developing secure Internet applications using the tools proposed for this project; and

6.4.4.7 Completed at least one (1) project within the past three (3) years that involved development of course outlines and materials and organizing and conducting classes to support the implementation of new business processes and systems.

6.5 VENDOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in ***Attachment I, Proposed Staff Resume,*** including identification of key personnel per ***Section 14.3.19, Key Personnel*.**

6.6 PRELIMINARY PROJECT PLAN

6.6.1 Vendors must submit a preliminary project plan as part of the proposal, including, but not limited to:

6.6.1.1 Gantt charts that show all proposed project activities;

6.6.1.2 Planning methodologies;

6.6.1.3 Milestones;

6.6.1.4 Task conflicts and/or interdependencies;

6.6.1.5 Estimated time frame for each task identified in ***Section 5, Scope of Work***; and

6.6.1.6 Overall estimated time frame from project start to completion for both Contractor and State activities, including strategies to avoid schedule slippage.

6.6.2 Vendors must provide a written plan addressing the roles and responsibilities and method of communication between the contractor and any subcontractor(s).

6.6.3 The preliminary project plan will be incorporated into the contract.

6.6.4 The first project deliverable is the finalized detailed project plan that must include fixed deliverable due dates for all subsequent project tasks as defined in ***Section***

5, Scope of Work. The contract will be amended to include the State approved detailed project plan.

6.6.5 Vendors must identify all potential risks associated with the project, their proposed plan to mitigate the potential risks and include recommended strategies for managing those risks.

6.6.6 Vendors must provide information on the staff that will be located on-site in Henderson, NV. If staff will be located at remote locations, vendors must include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.

6.7 PROJECT MANAGEMENT

Vendors must describe the project management methodology and processes utilized for:

6.7.1 Project integration to ensure that the various elements of the project are properly coordinated;

6.7.2 Project scope to ensure that the project includes all the work required and only the work required to complete the project successfully;

6.7.3 Time management to ensure timely completion of the project. Include defining activities, estimating activity duration, developing and controlling the project schedule;

6.7.4 Management of contractor and/or subcontractor issues and resolution process;

6.7.5 Responding to and covering requested changes in the project time frames;

6.7.6 Responding to State generated issues;

6.7.7 Cost management to ensure that the project is completed within the approved budget. Include resource planning, cost estimating, cost budgeting and cost control;

6.7.8 Resource management to ensure the most effective use of people involved in the project including subcontractors;

6.7.9 Communications management to ensure effective information generation, documentation, storage, transmission and disposal of project information; and

6.7.10 Risk management to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

6.8 QUALITY ASSURANCE

Vendors must describe the quality assurance methodology and processes utilized to ensure that the project will satisfy State requirements as outlined in ***Section 5, Scope of Work*** of this RFP.

6.9 METRICS MANAGEMENT

Vendors must describe the metrics management methodology and processes utilized to satisfy State requirements as outlined in ***Section 5, Scope of Work*** of this RFP. The methodology must include the metrics captured and how they are tracked and measured.

6.10 DESIGN AND DEVELOPMENT PROCESSES

Vendors must describe the methodology, processes and tools utilized for:

6.10.1 Analyzing potential solutions, including identifying alternatives for evaluation in addition to those suggested by the State;

6.10.2 Developing a detailed operational concept of the interaction of the system, the user and the environment that satisfies the operational need;

6.10.3 Identifying the key design issues that must be resolved to support successful development of the system; and

6.10.4 Integrating the disciplines that are essential to system functional requirements definition.

6.11 CONFIGURATION MANAGEMENT

Vendors must describe the methodology, processes and tools utilized for:

6.11.1 Control of changes to requirements, design and code;

6.11.2 Control of interface changes;

6.11.3 Traceability of requirements, design and code;

6.11.4 Tools to help control versions and builds;

6.11.5 Parameters established for regression testing;

6.11.6 Baselines established for tools, change log and modules;

6.11.7 Documentation of the change request process including check in/out, review and regular testing;

6.11.8 Documentation of the change control board and change proposal process; and

6.11.9 Change log that tracks open/closed change requests.

6.12 PEER REVIEW MANAGEMENT

Vendors must describe the methodology, processes and tools utilized for:

6.12.1 Peer reviews conducted for design, code and test cases;

6.12.2 Number of types of people normally involved in peer reviews;

6.12.3 Types of procedures and checklists utilized;

6.12.4 Types of statistics compiled on the type, severity and location of errors; and

6.12.5 How errors are tracked to closure.

6.13 PROJECT SOFTWARE TOOLS

6.13.1 Vendors must describe any software tools and equipment resources to be utilized during the course of the project including minimum hardware requirements and compatibility with existing computing resources as described in ***Section 3.4, Current Computing Environment***.

6.13.2 Costs and training associated with the project software tools identified must be included in ***Attachment J, Project Costs.***

7. PROJECT COSTS

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in ***Attachment J, Project Costs***.

All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

7.1 COST SCHEDULES

The cost for each deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Each table in the Excel spreadsheet in ***Attachment J, Project Costs*** must be completed and detailed backup must be provided for all cost schedules completed.

7.1.1 Detailed Deliverable Cost Schedules

7.1.1.1 The schedules have been set up so that the sub-total from each deliverable cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.2 Development and Data Conversion Environments

Proposers must identify costs for any hardware and/or software proposed for the Development and Data Conversion Environments, as follows:

7.1.2.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.2.2 Proposers must provide a detailed description and cost for each proposed item.

7.1.2.3 The State reserves the right not to accept the proposed hardware and/or software.

7.1.2.4 Costs for specific licenses must be provided.

7.1.2.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

7.1.3 Integration, System Test and UAT Environments

Proposers must identify costs for any hardware and/or software proposed for the Integration, System Test and UAT Environments, as follows:

7.1.3.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.3.2 Proposers must provide a detailed description and cost for each proposed item.

7.1.3.3 The State reserves the right not to accept the proposed hardware and/or software.

7.1.3.4 Costs for specific licenses must be provided.

7.1.3.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

7.1.4 Training Environment

Proposers must identify costs for any hardware and/or software proposed for the Training Environment, as follows:

7.1.4.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.4.2 Proposers must provide a detailed description and cost for each proposed item.

7.1.4.3 The State reserves the right not to accept the proposed hardware and/or software.

7.1.4.4 Costs for specific licenses must be provided.

7.1.4.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

7.1.5 Production Environment

Proposers must identify costs for any hardware and/or software proposed for the Production Environments, as follows:

7.1.5.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.5.2 Proposers must provide a detailed description and cost for each proposed item.

7.1.5.3 The State reserves the right not to accept the proposed hardware and/or software.

7.1.5.4 Costs for specific licenses must be provided.

7.1.5.5 The State reserves the right not to purchase the proposed hardware and/or software from the successful proposer.

7.1.6 Other Associated Costs

Proposers must identify any other costs not covered on the Detailed Deliverable Cost Schedules and/or the cost schedules for any hardware and/or software proposed, as follows:

7.1.6.1 The schedule has been set up so that the sub-total from this cost schedule will automatically be transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs)*** prior to submitting their cost proposal.

7.1.6.2 Proposers must provide detailed information for each item identified.

7.1.7 Summary Schedule of Project Costs

Proposers must make sure that all totals from the Detailed Deliverable Cost Schedules, the cost schedules for any hardware and/or software proposed and other associated costs are transferred to ***Section 7.1.7, Summary Schedule of Project Costs (refer to Attachment J, Project Costs).***

7.1.8 Hourly Rate Schedule for Change Orders

7.1.8.1 Prices quoted for change orders/regulatory changes must remain in effect for six (6) months after State acceptance of the successfully implemented system.

7.1.8.2 Proposers must provide firm, fixed hourly rates for change orders/regulatory changes, including updated documentation.

7.1.8.3 Proposers must provide a firm, fixed hourly rate for each staff classification identified on the project. Proposers must not provide a single compilation rate.

7.1.9 Annual Product Licensing and Maintenance Schedule

7.1.9.1 Proposers must provide a three (3) year fee schedule with the following information:

A. Listing of each product;
B. Original project proposed price;
C. Annual licensing fee, if applicable;
D. Annual maintenance fee; and
E. Percentages of the original amount for each fee.

8. FINANCIAL

8.1 PAYMENT

8.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

8.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

8.2 BILLING

8.2.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.

8.2.2 Payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.

8.2.3 The vendor must bill the State as outlined in the approved contract and/or deliverable payment schedule.

8.2.4 Each billing must consist of an invoice and a copy of the State-approved deliverable sign-off form.

8.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, that forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the contractor to an administrative fee not to exceed $100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.

9. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

9.1 QUESTIONS AND ANSWERS

9.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at http://purchasing.state.nv.us/services/sdocs.htm. Select this RFP number and the "Question" link.

9.1.2 The deadline for submitting questions is as specified in ***Section 10, RFP Timeline***.

9.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in ***Section 10, RFP Timeline***.

10. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	10/26/15@ 2:00 PM
Answers posted to website	On or about 11/02/15
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 11/17/15
Deadline for submission and opening of proposals	No later than 2:00 PM on 11/18/15
Evaluation period (approximate time frame)	11/18/15 through 11/30/15
Selection of vendor	On or about 12/1/15
Anticipated BOE approval	01/12/16
Contract start date (contingent upon BOE approval)	01/12/16

11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

11.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within ***Section 2, Acronyms/Definitions.***

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 12.3, Part I B – Confidential Technical and Section 12.5, Part III Confidential Financial Information.*** Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 12.6, Confidentiality of Proposals.***

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in ***Section 11.6.4***.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

11.1.1 All information is to be completed as requested.

11.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.

11.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.

11.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

11.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

11.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the

RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

11.1.6.1 Be submitted on recycled paper;

11.1.6.2 Not include pages of unnecessary advertising;

11.1.6.3 Be printed on both sides of each sheet of paper; and

11.1.6.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

11.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

11.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

11.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

11.2 PART I A – TECHNICAL PROPOSAL

11.2.1 The technical proposal must include:

11.2.1.1 One (1) original marked "MASTER"; and
11.2.1.2 Six (6) identical copies.

11.2.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 11.3, Part I B, Confidential Technical***) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

11.2.3 Format and Content

11.2.3.1 Tab I – Title Page

The title page must include the following:

Part I A – Technical Proposal	
RFP Title:	Workers' Compensation Regulatory Software System
RFP:	3212
Vendor Name:	
Address:	
Opening Date:	11/18/15
Opening Time:	2:00 PM

11.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

11.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

11.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.

C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.

D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

E. Copies of applicable certifications and/or licenses.

11.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment B*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed on ***Attachment B***.

C. Only technical exceptions and/or assumptions should be identified on ***Attachment B.***

D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

11.2.3.6 Tab VI – Section 4 – System Requirements

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.3.7 Tab VII – Section 5 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.3.8 Tab VIII– Section 6 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 6.2, Subcontractor Information***, if applicable.

11.2.3.9 Tab IX – Attachment I – Proposed Staff Resume

Vendors must include all proposed staff resumes per ***Section 6.5, Vendor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

11.2.3.10 Tab X – Preliminary Project Plan

Vendors must include the preliminary project plan in this section.

11.2.3.11 Tab XI – Requirements Matrix

Vendors must include their completed requirements matrix (refer to ***Attachment L, Requirements Matrix***) in this section.

11.2.3.12 Tab XII – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

11.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

11.3.1 Vendors only need to submit Part I B if the proposal includes any confidential technical information ***(Refer to Attachment A, Confidentiality and Certification of Indemnification)***.

11.3.2 The confidential technical proposal must include:

11.3.2.1 One (1) original marked "MASTER"; and
11.3.2.2 Six (6) identical copies.

11.3.3 Format and Content

11.3.3.1 Tab I – Title Page

The title page must include the following:

Part I B – Confidential Technical Proposal	
RFP Title:	Workers' Compensation Regulatory Software System
RFP:	3212
Vendor Name:	
Address:	

Part I B – Confidential Technical Proposal	
Opening Date:	11/18/15
Opening Time:	2:00 PM

11.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

11.4 PART II – COST PROPOSAL

11.4.1 The cost proposal must include:

11.4.1.1 One (1) original marked "MASTER"; and
11.4.1.2 Six (6) identical copies.

11.4.2 The cost proposal must not be marked "confidential". Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as "confidential".

11.4.3 Format and Content

11.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Workers' Compensation Regulatory Software System
RFP:	3212
Vendor Name:	
Address:	
Opening Date:	11/18/15
Opening Time:	2:00 PM

11.4.3.2 Tab II – Cost Proposal

Cost proposal must be in the format identified in ***Attachment J, Project Costs.***

11.4.3.3 Tab III – Attachment K, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

A. ***Attachment K*** with an original signature by an individual authorized to bind the organization must be included in this tab.

B. In order for any cost exceptions and/or assumptions to be considered, vendors ***must*** provide the specific language that is being proposed on ***Attachment K.***

C. Only cost exceptions and/or assumptions should be identified on ***Attachment K***.

D. ***Do not restate*** the technical exceptions and/or assumptions on this form.

E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

11.5.1 The confidential financial information part must include:

11.5.1.1 One (1) original marked "MASTER"; and
11.5.1.2 One (1) identical copy.

11.5.2 Format and Content

11.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Proposal	
RFP Title:	Workers' Compensation Regulatory Software System
RFP:	3212
Vendor Name:	
Address:	
Opening Date:	11/18/15
Opening Time:	2:00 PM

11.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per ***Section 6.1.11*** in this tab.

11.6 CONFIDENTIALITY OF PROPOSALS

11.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

11.6.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the proposal marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.

11.6.3 Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.

11.6.4 The required CDs must contain the following:

11.6.4.1 One (1) **"Master"** CD with an exact duplicate of the technical and cost proposal contents only.

A. The electronic files must follow the format and content section for the technical and cost proposal.

B. The CD must be packaged in a case and clearly labeled as follows:

Master CD	
RFP No:	3212
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

11.6.4.2 One (1) **"Public Records CD"** which must include the technical and cost proposal contents to be used for public records requests.

A. This CD **must not** contain any confidential or proprietary information.

B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.

C. All electronic files ***must*** be saved in "PDF" format, with one file named Part IA – Technical Proposal and one (1) file named Part II – Cost Proposal.

D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD	
RFP No:	3212
Vendor Name:	

Public Records CD	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

11.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.

11.6.6 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

11.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

11.7 PROPOSAL PACKAGING

11.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

11.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Ronda Miller **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3212
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

11.7.3 Proposals must be received at the address referenced below no later than the date and time specified in Section 10, RFP Timeline. Proposals that do not arrive by proposal opening time and date will not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.

11.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.

11.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by

email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.

11.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3212
COMPONENT:	PART I A – TECHNICAL PROPOSAL
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

11.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3212
COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

11.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller **State of Nevada, Purchasing Division** **515 E. Musser Street, Suite 300** **Carson City, NV 89701**	
RFP:	3212
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

11.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3212
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

11.7.10 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3212
COMPONENT:	CDs
OPENING DATE:	11/18/15
OPENING TIME:	2:00 PM
FOR:	Workers' Compensation Regulatory Software System
VENDOR'S NAME:	

12. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

12.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

12.1.1 Demonstrated competence

12.1.2 Experience in performance of comparable engagements

12.1.3 Conformance with the terms of this RFP

12.1.4 Expertise and availability of key personnel

12.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

12.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify

any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

12.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

12.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

12.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

12.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

13. TERMS AND CONDITIONS

13.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

13.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

13.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

13.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

13.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at http://purchasing.state.nv.us.

13.1.5 The failure to separately package and clearly mark ***Part I B and Part III*** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

13.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

13.1.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

13.1.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

13.1.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.

13.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

13.1.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

13.1.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

13.1.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).

13.1.14 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their

proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

13.1.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

13.1.16 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

13.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

13.1.18 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

13.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

13.2.1 Background Checks

13.2.1.1 All contractor personnel assigned to the contract must have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.

13.2.1.2 Any employee of the selected vendor, who will require any type of system access, must have a State Background Check (as identified in ***Section 13.2.1.4 "A"*** below) before system access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.

13.2.1.3 All costs associated with this will be at the contractor's expense.

13.2.1.4 The contractor shall provide to the contracting agency's Human Resource Department or designee the following documents:

A. A State Background Check for the state the individual claims as their permanent residency. The contractor can use the following site which has immediate results: http://www.integrascan.com. Once the contractor has a copy of their personal background check from their state of record, they will forward those results to the designated State representative who will then forward it to the contracting agency's Human Resource Department or designee in order to obtain approval for interim system access;

B. A Civil Applicant Waiver Form, signed by the contractor(s); and

C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s).

13.2.1.5 If out-of-state, contractor must provide one (1) completed fingerprint card from a local sheriff's office (or other law enforcement agency).

13.2.1.6 In lieu of the out-of-state fingerprint card, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety, General Services Division.

13.2.1.7 Contractor must provide a money order or cashier's check made payable to the General Services Division in the amount of $40.00 or current rate at time of submission.

13.2.1.8 In lieu of the above background check and subject to acceptance by the contracting agency's Human Resource Department or designee, contractor may submit a current active federal authority security clearance (FBI, DoD, NSA) indicating a fingerprint based background check has been completed with no positive findings.

13.2.1.9 Contractor(s) may not begin work until such time as they have been cleared by the contracting agency's Human Resource Department or designee.

13.2.1.10 Positive findings from a background check are reviewed by the contracting agency's Human Resource Department or designee, in consultation with the State Chief Information Security Officer, and may result in the removal of vendor staff from the project.

13.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

13.2.3 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to

this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

13.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

13.2.5 ***Attachment B and Attachment K*** of this RFP shall constitute an agreement to ***all*** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors ***must*** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

13.2.6 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

13.2.7 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

13.2.8 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

13.2.9 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

13.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance.*** In order for any exceptions and/or assumptions to be considered they **MUST** be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

13.3.1 Award of Related Contracts

13.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

13.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

13.3.2 Products and/or Alternatives

13.3.2.1 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

13.3.2.2 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

13.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

13.3.4 Contractor Space

13.3.4.1 The contractor will be required to have its project management located in Henderson, NV for the duration of the project for tasks where direct interaction with DIR staff and stakeholders is critical. Contractor staff can, where appropriate, utilize online meeting/video conferencing tools (e.g. WebEx).

13.3.4.2 Contractor computers, workstations, workstation hardware and software and contractor facilities will be the responsibility of the contractor.

13.3.4.3 The contractor must comply with the State standards for hardware, software and communication lines.

13.3.4.4 Contractors must coordinate installation of communication lines with EITS Data Communications.

13.3.4.5 The contractor must, at its own expense and through its own channels, provide its own basic office supplies, clerical support, facsimile machine, furniture, photocopying, phone service and any other necessary equipment and/or resources for its operations.

13.3.4.6 The State will provide space for six (6) contractor personnel. If additional space is required, the space selected by the contractor must be mutually agreed upon by the State.

13.3.4.7 The State guarantees the contractor access to the job site premises, when appropriate, during reasonable hours and without undue hindrance and/or interference in performing work required under the contract.

13.3.5 Inspection/Acceptance of Work

13.3.5.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

13.3.5.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

13.3.5.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

13.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

13.3.7 Periodic Project Reviews

13.3.7.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.

13.3.7.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.

13.3.7.3 In the event changes do not include cost, scope or significant schedule modifications, mutually agreed to changes may be documented in memo form and signed by all parties to the contract.

13.3.8 Change Management

13.3.8.1 Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal must be submitted as outlined in ***Section 13.3.8.2***.

13.3.8.2 Within 15 working days of receipt of a requested change order, the contractor must submit an amended project plan to include:

A. The scope of work;

B. Impacts to the schedule for remaining work for implementing the identified change;

C. Impacts of not approving the change;

D. Estimated cost of change;

E. Alternative analysis of all identified solutions to include, but not limited to:

1. A system impact report;

2. Resource requirements for both the State and the contractor;

3. A work plan;

4. Estimated hours to complete the work;

5. The estimated cost of each solution; and

6. A plan for testing the change.

13.3.8.3 The amended project plan will be prepared at no cost to the State and must detail all impacts to the project. The contractor must present the project plan to the Steering Committee prior to final acceptance and approval.

13.3.8.4 The Steering Committee and Project Manager will either accept the proposal or withdraw the request within 15 working days after receiving the proposal.

13.3.9 Issue Resolution

During the term of the contract, issue resolution will be a critical component. The following process will be adhered to for all issues.

13.3.9.1 Presentation of Issues

A. Issues must be presented in writing to the designated Project Manager for each party.

B. A uniform issues processing form will be developed by the State to record all issues, responses, tracking and dispositions.

C. A project issues log will be kept by the State.

D. Issues raised by either party must be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.

E. Failure to accept, reject and/or respond within the specified time frame will result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

13.3.9.2 Escalation Process

A. If no resolution is obtainable by the respective Project Managers, the issue will be escalated to the:

1. DIR management or designee; and

2. Designated representative for the contractor.

B. A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.

C. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

D. All parties agree to exercise good faith in dispute/issue resolution.

E. If no resolution is obtainable after the above review, the issue will be escalated to the Steering Committee for the State and the designated representative for the contractor.

F. A meeting between the parties will take place within three (3) working days of the meeting or a mutually agreed upon time frame.

G. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

13.3.9.3 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

13.3.9.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment will be required.

13.3.10 Travel Requirements

Most design, development and testing activities will occur in Henderson, NV (except those activities mutually agreed to be performed at the contractor's facility).

13.3.11 Source Code Ownership

13.3.11.1 The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to reproduce or otherwise use and authorize others to use all software, procedures, files and other documentation comprising the Workers' Compensation Regulatory Software System at any time during the period of the contract and thereafter.

13.3.11.2 The contractor agrees to deliver such material to the State within 20 business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract.

13.3.11.3 The license shall include, but not be limited to:

A. All Workers' Compensation Regulatory Software System and supporting programs in the most current version;

B. All scripts, programs, transaction management or database synchronization software and other system instructions for operating the system in the most current version;

C. All data files in the most current version;

D. User and operational manuals and other documentation;

E. System and program documentation describing the most current version of the system, including the most current versions of source and object code;

F. Training programs for the State and other designated State staff, their agents, or designated representatives, in the operating and maintenance of the system;

G. Any and all performance-enhancing operational plans and products, exclusive of equipment; and

H. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.

13.3.11.4 All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.

13.3.11.5 Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system into perpetuity.

13.3.11.6 Exemptions may be granted if the proprietary product is proposed with this right in place and is defined with sufficient specificity in the proposal that the State can determine whether to fully accept it as the desired solution.

13.3.11.7 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow it functions to be duplicated by other commercial or public domain products.

13.3.11.8 The software products (i.e., search engine) must be pre-approved by the State. The State reserves the right to select such products.

13.3.11.9 Ongoing upgrades of the application software must be provided through the end of the contract.

13.3.11.10 Any other specialized software not covered under a public domain license to be integrated into the system must be identified as to its commercial source and the cost must be identified in ***Attachment K, Project Costs***.

13.3.11.11 The State may, at is option, purchase commercially available software components itself.

13.3.11.12 Title to all portions of the system must be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.

13.3.11.13 The contractor must convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.

13.3.11.14 The provision of ***Section 13.3.11 Source Code Ownership*** must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

13.3.12 Escrow Account

13.3.12.1 The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.

13.3.12.2 If required, the escrow account must contain the following items:

A. Two copies of the source code (preferably commented code) including all listing of the lines of programming and any custom developed code for the system for each version of the software on virus-free magnetic media, compiled and ready to be read by a computer;

B. A complete copy of the executable code including table structures, data structures, system tables and data;

C. A golden master of the software.

D. Build scripts;

E. Any configuration files separate from the build scripts;

F. Object libraries;

G. Application Program Interfaces (APIs);

H. Compilation instructions in written format or recorded on video format;

I. Complete documentation on all aspects of the system including design documentation, technical documentation and user documentation; and

J. Names and addresses of key technical employees that a licensee may hire as a subcontractor in the event the contractor ceases to exist.

13.3.12.3 The escrow deposit materials must be shipped to the escrow agent via a traceable courier or electronically. Upon receipt of the materials, the escrow agent must verify that the contents of the deposit are in good working order and certify the same to the State.

13.3.12.4 The escrow agency must store the materials in a media vault with climate control and a gas-based fire extinguishing system.

13.3.12.5 Each time the contractor makes a new release or updated version of the software available to customers, that version as described in ***Section 13.3.12.2*** must be deposited with the escrow agent and proof of the deposit must be forwarded to the State.

13.3.12.6 In the event that contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, or if the contractor fails to provide maintenance and/or support for the product as outlined in the contract, or the contractor discontinues the product, the State will be entitled to access the software source code and related items for use in maintaining the system either by its own staff or by a third party.

Any costs associated with an escrow account must be included in ***Attachment J, Project Costs.***

13.3.13 Ownership of Information and Data

13.3.13.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

13.3.13.2 All files containing any State information are the sole and exclusive property of the State. The contractor agrees not to use information

obtained for any purposes not directly related to this contract without prior written permission from the State.

13.3.13.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

13.3.14 Guaranteed Access to Software

13.3.14.1 The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install the proposed Workers' Compensation Regulatory Software System or may be useful in maintaining or enhancing the equipment and Workers' Compensation System after it is operating in a production environment.

13.3.14.2 For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor must provide a guarantee to the State of uninterrupted future access to, and license to use, those items. The guarantee must be binding on all agents, successors and assignees of the contractor and subcontractor.

13.3.14.3 The State reserves the right to consult legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

13.3.15 Patent or Copyright Infringement

To the extent of any limited liability expressed in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State's right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and, the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

13.3.16 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may not make a proposal, assist another person in making a proposal, or otherwise

materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

13.3.17 Period of Performance

The contract will be effective upon approval by the BOE and through the period of time the system is installed, operational and fully accepted by the State, including the maintenance and warranty period and delivery and acceptance of all project documentation and other associated material.

13.3.18 Right to Publish

13.3.18.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the State Project Office.

13.3.18.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the DIR management or designee.

13.3.18.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

13.3.18.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the DIR management or designee.

13.3.18.5 Throughout the term of the contract, the contractor must secure the written approval of the State per ***Section 13.3.18.2*** prior to the release of any information pertaining to work or activities covered by the contract.

13.3.19 Key Personnel

13.3.19.1 Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

A. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.

B. The State may accept the change of the key personnel by notifying the contractor in writing.

C. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.

D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.

E. If key personnel are replaced, someone with comparable skill and experience level must replace them.

F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.

G. Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.

H. The State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.

I. A written transition plan must be provided to the State prior to approval of any change in key personnel.

J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

13.3.20 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

13.3.21 System Compliance Warranty

Licensor represents and warrants: (a) that each Product shall be Date Compliant; shall be designed to be used prior to, during, and after the calendar year 2000 A.D.; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the

Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

14. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		**Completed**
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 4 – System Requirements	
Tab VII	Section 5 – Scope of Work	
Tab VIII	Section 6 – Company Background and References	
Tab IX	Attachment I – Proposed Staff Resume(s)	
Tab X	Preliminary Project Plan	
Tab XI	Requirements Matrix	
Tab XII	Other Information Material	
Part I B – Confidential Technical Proposal Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment K - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	
One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

_____
Company Name

_____
Signature

_____ _____
Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

_____
Vendor Company Name

_____
Vendor Signature

_____ _____
Print Name Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

Please pay particular attention to the insurance requirements, as specified in ***Paragraph 16 of the embedded contract and Attachment E, Insurance Schedule for RFP 3212***.

Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3212

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

ATTACHMENT E ~ Insurance.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor **MUST** complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor **MUST** send the following Reference Questionnaire to **EACH** business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 3212*** Attention: ***Purchasing Division*** Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire **MUST** be received ***no later than 4:30 PM PT November 17, 2015***
5.	Business references are **NOT** to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

IT Reference Questionnaire - 08-27

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROJECT DELIVERABLE SIGN-OFF FORM

Deliverables submitted to the State for review per the approved contract deliverable payment schedule must be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

Please refer to ***Section 5.2, Deliverable Submission and Review Process***, for a discussion regarding the use of this form.

Sample Project
Deliverable Sign Off F

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT H – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.

Statement of Understanding.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT I – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.

Proposed Staff Resume.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT J – PROJECT COSTS

The cost for each task/deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup must be provided for all cost schedules completed.

RFP 3212 Cost.xls

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT K – COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. ***Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.***

_____
Company Name

_____
Signature

_____ _____
Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.

ATTACHMENT L – REQUIREMENT MATRIX

RFP 3212 DIR WCS
RFP Requirements Ma

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.