AMENDMENT 1
FOR
RFP NUMBER 0A1086

DATE AMENDMENT ISSUED: August 18, 2011

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Ohio Bureau of Workers' Compensation is issuing this amendment for the Request for Proposals entitled:

BWC Core System

DATE RFP ISSUED:	**August 3, 2011**
OPENING DATE:	**~~August 29~~September 7, 2011**
OPENING TIME:	**1:00 P.M.**
OPENING LOCATION:	**Department of Administrative Services** **I.T. Procurement Services** **Bid Room** **4200 Surface Road** **Columbus, OH 43228**

The attached page(s) represent the Request for Proposals (RFP) amendment for the RFP listed above. Please use replacement pages contained in this document to replace the page(s) previously issued by the State.

Specifications and requirements that have been revised are surrounded by triple asterisks, bold type and when applicable, strikethrough.

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1086
DATE ISSUED: August 3, 2011

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services for the Ohio Bureau of Workers' Compensation is requesting proposals for:

BWC Core System

INQUIRY PERIOD BEGINS:	**August 3, 2011**
INQUIRY PERIOD ENDS:	*****August ~~19~~30, 2011*****
OPENING DATE:	*****~~August 29~~ September 7, 2011*****
OPENING TIME:	*****~~11:00 A.M.~~ 1:00 P.M.*****
OPENING LOCATION:	**Department of Administrative Services I.T. Procurement Services Bid Room 4200 Surface Road Columbus, Ohio 43228**
PRE-PROPOSAL CONFERENCE DATE:	**August 11, 2011**

This RFP consists of five parts and fourteen attachments, totaling 133 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

Calendar of Events. The schedule for the RFP process and Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State Procurement Website. After the Proposal due date and before the award of the Contract, the State may make schedule changes through the RFP amendment process. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates:

Firm Dates	
RFP Issued:	August 3, 2011
Inquiry Period Begins:	August 3, 2011
Pre-Proposal Conference Date:	August 11, 2011 at 9:00 a.m.
Inquiry Period Ends:	*****August 30 ~~19~~, 2011 at 8:00 a.m.*****
Proposal Due Date:	*****~~August 29~~September 7, 2011 at ~~11:00 a.m.~~ 1:00 p.m.*****
Estimated Dates	
Award Date:	December 1, 2011
Estimated Project Dates	
Project Work Begins:	January 2, 2012

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Amendments to the RFP. If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the "Find It Fast" function of the State's Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and seven copies of the technical section, and the package with the cost section also must be sealed and contain three complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "BWC Core System RFP – Technical Proposal" or "BWC Core System RFP – Cost Summary," as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than *****~~11:00 a.m.~~ 1:00 p.m.** on the Proposal due date. Proposals submitted by email, fax or other electronic means are <u>not</u> acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
IT Procurement Services
Attn: Bid Room
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. *****Should an offeror's Proposal or any material submitted as part of the RFP process contain information deemed by the offeror to be confidential or proprietary, the offeror must clearly identify the information as confidential or proprietary, and must identify those portions in a transmittal letter attached to the Proposal. All such designations remain subject to review by the State to determine whether the information is subject to disclosure as a public record. If the offeror submits a proposal that contains proprietary or confidential information a second separate electronic copy must be submitted with proprietary and/or confidential information redacted. The redacted version shall indicate by asterisk or other clear marking where the proprietary or confidential information that has been redacted begins and ends and shall reflect the number of pages redacted. The offeror's redacted version will be provided in response to any public information requests after the RFP has been awarded provided the State agrees that the designated portions are not subject to disclosure as a public record. Should there be a determination that certain designated and redacted sections are not confidential or proprietary or otherwise exempted from disclosure as a public record, an offeror will be required to submit a revised redacted version to the State. If the State receives a request for public records disclosure of the information so designated as proprietary or confidential by the offeror, the State will make a reasonable attempt to notify the offeror of the request so the offeror may claim any exemption entitled under applicable laws. The State, however, assumes no liability for any required release of this information resulting from any enforcement of the provisions of the Ohio Revised Code Section 149.43, other applicable laws or court orders. Non-disclosure of documents or any portion of a document submitted as part of this Proposal may depend upon official or judicial determinations made pursuant to the Ohio statutes. Subject to the State's determination or a determination by a court of competent jurisdiction that materials are proprietary or confidential or otherwise not subject to disclosure as a public record, and with the exception of late Proposals which are rejected as described herein,**

Proposals will become the property of the State and are, therefore, subject to public records laws. The provisions contained herein, apply to all materials submitted in connection with the RFP whether submitted with an initial response or as a supplement thereto. ~~Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process~~* All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects. The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes it is in the State's interest and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals. The State will not accept multiple or alternate Proposals from a single offeror. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject. Further, any offeror that submits multiple or alternate Proposals may have all its Proposals rejected.

Changes to Proposals. The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, including any demonstrations, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or through another RFP.

ATTACHMENT ONE: EVALUATION CRITERIA

Mandatory Requirements. The first table lists this RFP's mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next part of the technical evaluation phase described in the next table.

Mandatory Requirements	Reject	Accept
*****The offeror must propose a Commercial off-the-Shelf (COTS) insurance solution, which includes modules for Claims, Policy and Billing management, from a single software vendor. The Claims, Policy and Billing modules must be in an integrated suite running on the same architecture that provides a common user interface as well as an integrated data platform. ~~The offeror must propose a Commercial off-the-Shelf (COTS) insurance solution which at a minimum offers modules for Claims, Policy and Billing management.***~~**		
*****Within the last five years the ***** offeror must have at least one Workers' Compensation commercial insurance implementation currently in production of each of the modules (Claims, Policy and Billing management**) ***of the proposed solution. *****		
The offeror must have a minimum of five commercial insurance implementations, currently in production, with at least one implementation of two or more modules (Claims, Policy and Billing management) *****of the proposed solution**. *******		
~~*The offeror must have a commercial insurance implementation, currently in production, which manages at least 100,000 policies and 1 million claims.***~~**		
All proposed software must run natively on, be fully supported on, and be licensed for standard x86 servers.		
All proposed software must run natively under, be fully supported on, and be licensed for Linux or Windows Server operating systems.		
All data communication with and among solution components must employ the Internet Protocol (IP) network layer protocol.		
The primary runtime environment must be Java or .Net.		
All customer facing user interface components must employ a browser-based Web interface fully compatible with industry recognized common browsers (i.e., Internet Explorer, Firefox).		
Audit details must be able to be captured when data in the database is created, queried, changed, updated or deleted based upon configurable parameters. This audit capability must allow for compliance with ORC 1347.15.		
The operational data store must employ a standard RDBMS that is Microsoft SQL Server, IBM DB2 or Oracle.		

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Points will be awarded by the criteria listed in the following table with the best proposal in each category being awarded ten (10) points, the second best seven (7) points and the third best four (4) points and any proposal fourth best or lower that meets the criteria will receive two (2) points. Any offeror that does not meet the criteria receives zero points in that category. The standard for evaluation, consequently, is established by the competition.

However, in the event of ties or significant differences in the quality and content of the proposals, the evaluation committee reserves the right to rate the proposals accordingly.

Scored Criteria	Weight	Best	2nd Best	3rd Best	Lower than 3rd Best	Not Accept-able
OFFEROR REQUIREMENTS						
***Within the last five years the *** offeror must have at least one Workers' Compensation commercial insurance implementation currently in production of each of the modules (Claims, Policy and Billing management) ***of the proposed solution.** To demonstrate this experience, the offeror must include up to, but not more than, three references from organizations that have completed a Claims, Policy and Billing management implementation. **If more than three references are provided for each type (Claims, Policy and Billing management), only the first three listed will be used for scoring. A total of nine references may be provided (maximum of three per type).**	**10*** **	10	7	4	2	REJECT
The offeror must have a minimum of five commercial insurance implementations, currently in production, with at least one implementation of two or more modules (Claims, Policy and Billing management) ***of the proposed solution**. **If more than six references are provided, only the first six listed will be used for scoring.**	**10*** **	10	7	4	2	REJECT
~~***The offeror must have a commercial insurance implementation currently in production which manages at least 100,000 policies and 1 million claims.~~ ~~If more than three references are provided, only the first three listed will be used for scoring.***~~	~~7~~	~~10~~	~~7~~	~~4~~	~~2~~	~~REJECT~~
PROJECT REQUIREMENTS						
PROJECT STRATEGY	50	10	7	4	2	0
PROJECT PLAN	50	10	7	4	2	0
WORK PLAN	50	10	7	4	2	0
STAFFING PLAN	30	10	7	4	2	0
PROPOSED SOLUTION						
POLICY						
1.1 Insurance Product Support	8	10	7	4	2	0
1.2 States, Rates, Rules & Forms	6	10	7	4	2	0
1.3 Transactions: General Requirements	9	10	7	4	2	0
1.4 Quote	1	10	7	4	2	0
1.5 New Business Application	10	10	7	4	2	0

- Provide documentation regarding events and event processing within the solution's integration layer inclusive of error identification and handling;
- Assist BWC in establishing integrations between the Claims, Policy and Billing systems and existing systems during the implementation and (if applicable) following any subsequent implementation of additional functions or modules as a result of an agreed phasing strategy;
- Assist BWC in creating data migration routines, programs or scripts;
- Assist BWC in identifying business events and developing the resultant integration architecture and integration code to address these events and inevitably process these events via use of the system; and
- Assist BWC in any programming required to identify, react to, and process business events that are not processed in an automated fashion via the integration layer.

Component Build and Unit Testing:

The Contractor must configure the BWC Core System software, application workflow and security setup. The Contractor must develop and unit test the configuration, interfaces *****(excludes integrations with partners and legacy applications)*****, and reports and queries.

The Contractor must develop and complete the following work products:

- Detailed technical and operational configurations and reports;
- Final system diagrams, technical architecture and documentation (user and operational);
- Final system environment sizing;
- Approved interfaces;
- Approved reports and queries;
- Approved application enhancements and extensions;
- Approved BWC Core System module configuration;
- Unit test results including a mapping to requirements, expected and actual unit test results;
- Resolution and repair of all software defects pertaining to the requirements;
- Final workflow configuration; and
- Identification and implementation of security roles and permissions.

Once completed, the Contractor must provide a build and unit test letter certifying that the above activities are complete to the satisfaction of BWC.

Coordinate Technical Environment:

The Contractor must work with BWC throughout the Project to coordinate activities to create, refresh and maintain the environments to support the implementation lifecycle and ensure that the technical architecture is implemented as approved in the Technical Design.

Creation of Solution and Operations Documentation:

The Contractor must:

- Document the solutions developed or modified by the Contractor in accordance with established methods, processes, and procedures such that, at a minimum, BWC or a competent third party service provider can subsequently provide the same scope of services associated with migration to the BWC's production environment;
- Develop and maintain, as agreed appropriate, the documentation for in-scope environments. Where it is determined that documentation is inaccurate (for example, due to demonstrated errors or obsolescence), and such inaccuracy may negatively affect the production usage of the system, Contractor must correct such documentation as part of its execution of the Project and prior to presentation of the solution for acceptance; and
- Update programmer, end user and operational reference materials to be reflective of the final BWC accepted solution.

Implementation/Build Deliverables

21. Component Build and Unit Testing Completion Letter and Results
22. Solutions Documentation
23. Operations Documentation

Conversion Plan Deliverable

36. Conversion Plan

Task 8 – Deployment Readiness/Production Release and Post Implementation Support

The Contractor must work with BWC, to execute the production deployment and roll-out of the BWC Core System implementation to the BWC production environment.

Deployment includes coordination of software deployment to the end user desktop equipment or file server elements (if applicable), identification of interfaces and any required conversions/migrations, installation and testing of any required middleware products, installation of server software, and any required testing to achieve the proper roll-out of the application software.

The Contractor must comply with the State required implementation and deployment procedures. This may include network laboratory testing, migration procedures, and/or the use of any pre-production or pseudo-production environment prior to production migration. The Contractor must provide business user support through acceptance of the BWC Core System solution.

Deployment Plan:

The Contractor must develop and submit a Deployment Plan to manage the implementation.

Pre-Production and Production Migration

The Contractor must perform the following tasks and activities as part of the Pre-Production and Production Migration:

- Compile and maintain solution issue lists;
- Produce an end-to-end final validation of the operational architecture and corresponding operational documentation for the BWC Core System solution;
- Conduct quality and progress reviews with appropriate BWC personnel;
- Develop, and thereafter maintain and make available to BWC, a knowledge base of documentation gathered throughout the Project's life and allow for re-use of such documentation for future Projects;
- Transition solution support responsibility to BWC;
- Conduct a post-implementation review process upon the completion of each production release of the Project including an analysis of how the business system(s) resulting from the Project compare to the established post-deployment performance requirements; and
- Establish a performance baseline for the Project business systems and, where appropriate, document requirements for future performance enhancement of the business systems implemented as part of the Project.

Production migration activities shall strictly adhere to approved production acceptance criteria and shall not be considered for production migration until all such criteria are met or otherwise accepted by the State.

Post Implementation Support:

In addition to the Pre-Production and Production Migration tasks described above, the Contractor shall provide for a period of no less than ninety (90) calendar days, unless otherwise agreed by BWC, sufficient staffing to ensure the overall continuity of the handoff of the BWC Core System solution as it pertains to delivering these services in a production environment as operated by BWC.

A 90 day production support period shall commence upon written acceptance of each Deployment *****(successful completion of the performance period as defined in Attachment Four: Acceptance and Maintenance – Standards of Performance and Acceptance)***** and the Contractor's successful completion of the tasks and activities required as part of the Pre-Production/Production Migration. During this period the Contractor is obligated to support the State's production migration and end-users. *****~~Once in production the deployed release must successfully complete the performance period as defined in Attachment Four: Acceptance and Maintenance – Standards of Performance and Acceptance.~~*****

In the event that any "Critical" or "Urgent" item (or any critical blocking issue) occurs during this 90 day period, this 90 day period may be extended, at the sole discretion of BWC, for a period commencing upon satisfactory resolution of the issue in the production environment. Under no circumstances will the Contractor performance

or have a background check performed. The contractor and any subcontractor will therein agree to comply with all applicable state and federal statutes and rules, and all BWC policies for the protection of sensitive data, confidential medical, claim, and employer premium information, and Confidential Personal Information (CPI).

Ownership of Deliverables. The BWC will own all hardware, custom software (including but not limited to conversion programs, utilities, etc.), software license and other components of the Project. In addition, the BWC owns all Deliverables that the Contractor produces under this Contract, including any documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the BWC. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the BWC with all assistance reasonably needed to vest such rights of ownership in the BWC. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the BWC a worldwide, non-exclusive, royalty free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the BWC ownership of the Pre-existing Materials. The BWC may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the BWC in writing and seek the BWC's approval for doing so in advance. The BWC will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the BWC will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the BWC with respect to Pre-existing Materials, the BWC may make all custom Deliverables available to the general public without any proprietary notices of any kind.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for *******~~the State~~ **BWC**, ~~the State~~ **BWC***** is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by *******~~the State~~ **BWC*****, unless *******~~the State~~ **BWC***** has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, *******~~the State~~ **BWC***** is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist *******~~the State~~ **BWC***** in using the Deliverables that include source materials or that would help *******~~the State~~ **BWC***** protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. It does not include Key Commercial Software that will be governed by Attachment Nine, Master Contract, but does include other Commercial Software.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

Note: The offeror should duplicate this form as necessary to demonstrate the requirement.

MANDATORY REQUIREMENT: ***Within the last five years the *** offeror must have at least one Workers' Compensation commercial insurance implementation currently in production of each of the modules (Claims, Policy and Billing management**) ***of the proposed solution. *****

To demonstrate this experience, the offeror must include up to, but <u>not more than, three references</u> from organizations that have completed a Claims, Policy and Billing management implementation. **If more than three references are provided for each type (Claims, Policy and Billing), only the first three listed will be used for scoring. A total of nine references may be provided (maximum of three per type).**

Company Name:	**Contact Name:** (Indicate Primary or Alternate) **Contact Title:**	
Company Address:	**Contact Phone Number:** **Contact Email Address:**	
Project Name:	**Beginning Date of Experience** Month/Year:	**Ending Date of Experience** Month/Year:
Identify module: **(circle one)** **Claims** **Policy** **Billing**		
Provide a detailed description of the referenced worker's compensation commercial insurance implementation currently in production:		

ATTACHMENT EIGHT
OFFEROR PROFILE SUMMARY

OFFEROR MANDATORY REQUIREMENTS

Note: The offeror should duplicate this form as necessary to demonstrate the requirement.

MANDATORY REQUIREMENT: The offeror must have a minimum of five commercial insurance implementations, currently in production, with at least one implementation of two or more modules (Claims, Policy and Billing management) ***of the proposed solution**.

If more than six references are provided, only the first six listed will be used for scoring.

Company Name:	**Contact Name:** (Indicate Primary or Alternate) **Contact Title:**	
Company Address:	**Contact Phone Number:** **Contact Email Address:**	
Project Name:	**Beginning Date of Experience** Month/Year:	**Ending Date of Experience** Month/Year:
List the modules currently in production:		
Provide a detailed description of the referenced commercial insurance implementation.		

~~ATTACHMENT EIGHT~~
~~OFFEROR PROFILE SUMMARY~~

~~OFFEROR MANDATORY REQUIREMENTS~~

~~Note: The offeror should duplicate this form as necessary to demonstrate the requirement.~~

~~MANDATORY REQUIREMENT: ***The offeror must have a commercial insurance implementation, currently in production, which manages at least 100,000 policies and 1 million claims.*~~**

~~If more than three references are provided, only the first three listed will be used for scoring~~.

~~Company Name:~~	**~~Contact Name:~~** ~~(Indicate Primary or Alternate)~~ **~~Contact Title:~~**	
~~Company Address:~~	**~~Contact Phone Number:~~** **~~Contact Email Address:~~**	
~~Project Name:~~	**~~Beginning Date of Experience~~** ~~Month/Year:~~	**~~Ending Date of Experience~~** ~~Month/Year:~~
~~Number of Policies:~~	**~~Number of Claims:~~**	
~~Provide a detailed description of the referenced commercial insurance implementation:~~		

ATTACHMENT NINE

MASTER CONTRACT FOR SOFTWARE LICENSING (MLA NUMBER [0000000])

THIS CONTRACT (the "Contract") is between the State of Ohio (the "State"), through the Department of Administrative Services, Investment and Governance Division, with offices at 30 East Broad Street, Columbus, Ohio 43215, *****on behalf of the Ohio Bureau of Workers' Compensation (BWC)***,** and *[Company name of the Contractor]* (the "Contractor"), with offices at *[street address, city, state and zip code for the Contractor]*, and whose Federal Tax ID Number is *[the Contractor's TIN]* and D-U-N-S Number is *[the Contractor's D-U-N-S]*.

BACKGROUND

The State and the Contractor have entered into this Contract to provide the terms and conditions under which the Contractor will grant one or more perpetual, nonexclusive licenses to the State to use certain software that the Contractor publishes or markets (the "Software"). Any such licenses will be described in one or more schedules to this Contract ("Schedules") and will include a license to use the Software's user and technical documentation (the "Documentation"). It also may include a license to use the Software's source code and related material ("Source Code"), if it is so indicated elsewhere in this Contract or on the applicable Schedule. Additionally, this Contract governs the Contractor's obligation to provide the State with assistance troubleshooting the Software and with updates, correction, enhancements, and new releases of the Software ("Support").

PART I: LICENSE AND USE

1. **Grant of License.** The Contractor grants to *******~~the State~~ **BWC***** a nonexclusive, nontransferable, and perpetual license to use the executable code version of the Software identified in each Schedule under this Contract, along with the related Documentation, and if indicated in an applicable Schedule, the Source Code for the Software. The license begins on the date identified in the applicable Schedule as the start date for the license (the "Start Date"). Unless indicated otherwise in this Contract, such use will be limited to use solely for the exercise of any function of State government by *******~~any State agency or political subdivision of the State ("Affiliated Entities")~~ **BWC*****. The applicable Schedule governing the license will describe the scope of each license granted to *******~~the State~~ **BWC***** in further detail, and *******~~the State~~ **BWC***** agrees to limit its use of the Software as described in the applicable Schedule. *******~~The State~~ **BWC***** may not republish the Software or the Documentation or distribute it to any third party, unless and only to the extent that this Contract or the scope of license in the applicable Schedule expressly so permits. *******~~The State~~ **BWC***** will have a right to use the Software at any of its locations worldwide, subject only to applicable restrictions on export of technology from the US, the scope of license in the applicable Schedule, and the restrictions in this Contract on using the Software in hazardous environments.

2. **Generated Files.** "Generated Files" are files that the State creates using the Software and in which the State's data or results from the State's instructions are stored. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Contractor licensed to the State also would be considered Generated Files. As between the State and the Contractor, the State will own all Generated Files that the State prepares by using the Software, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Contractor or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Contractor grants to the State a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the Software embedded in any Generated Files that the State creates while using the Software in the manner in which the Software is designed to be used. In the State's distribution of the Generated Files, the State may not use the Contractor's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of the Software when used as intended.

3. **License Restrictions.** The State may not reverse engineer, de-compile, or disassemble any Software for which it is not licensed to use the Software's Source Code. Additionally, the State may not assign, transfer, or redistribute the Software to any party in whole or in part, except as expressly provided by this Contract or the applicable Schedule. It also may not rent, time share, or operate a service bureau with respect to the

may interfere with the State's license in the Software or right to access any Source Code by virtue of any bankruptcy proceedings.

From time to time, the State may change the company it uses as the Agent. The State will do so only on written notice to the Contractor and will use only a US-based, well-recognized escrow company.

7. **Insurance.** During any Support Period for which the State has paid the applicable Support Fee, the Contractor must purchase and maintain the following minimum insurance coverages at its sole expense:

   (A) Worker's compensation insurance covering all employees to comply with the laws of the state or states where operations are conducted and employer's liability insurance with a limit of not less than $1,000,000. If operations are conducted in a monopolistic state, the employer's liability insurance must be provided through a stop gap endorsement.
   (B) General liability insurance covering all operations under this Contract, with a combined single limit of not less than $1,000,000 each occurrence. The policy must include with its other coverages products and completed operations, broad form property damage, blanket contractual liability coverage, independent contractors (work sublet) and cross liability.
   (C) Automobile liability insurance covering all automotive equipment used in performing under this Contract (whether owned, non-owned, or hired) with a combined single limit of not less than $1,000,000 each accident.

   The policies specified in (A) above must be with companies acceptable to the State and endorsed to waive rights of subrogation against the State. The policies specified in (B) and (C) above must be endorsed to include the State as an additional insured with respect to operations performed under this Contract. All the above policies must be primary to any policies the State purchases or maintains.

   The Contractor must furnish the State with an insurance certificate as evidence of the above coverages and requirements. The certificate also must contain the following statement:

   "Thirty days' prior written notice will be given to the State of Ohio in the event of cancellation or material change in coverage."

   The coverages required represent the State's minimum requirements, and they may not be construed to void or limit the Contractor's indemnity obligations under this Contract.

8. **Excusable Delay.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

9. **Network Security.** The Contractor may not connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide Support. But as a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor on request. The State may audit the Contractor's security measures in effect on any such connected systems without notice. The State also may terminate the Contractor's network connections immediately should the State determine that the Contractor's security measures are not consistent with the State's policies or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.

10. **Termination**. This Contract will continue in full force and effect unless terminated according to the terms of this Contract. *****~~Either party~~ The State***** may terminate this Contract *****for its convenience and without cause***** at any time on 30 days prior written notice to the *****~~other party~~ Contractor***** or in the

event of any default by the ***~~other party~~ **Contractor*****, which the ***~~defaulting party~~ **Contractor***** fails to cure within 30 days after written notice. ***~~Either party~~ **The State***** also may terminate~~d~~ this Contract upon any sale of a majority interest in the ***~~other party~~ **Contractor***** to a third party or if a receiver, liquidator, trustee, or like official is appointed for the ***~~other party~~ **Contractor***** or any substantial portion of its property. Additionally, ***~~either party~~ **the State***** may terminate this Contract if the ***~~other party~~ **Contractor***** files or consents to any petition in bankruptcy or other insolvency proceedings or makes any assignment for the benefit of its creditors. Termination of this Contract will not extinguish any of the rights and obligations of a party under this Contract that, by the terms of that right or obligation, continue after the date of termination. And no termination will extinguish any of the rights or obligations that, by their very nature, must continue after termination to give full effect to the purpose of those rights and obligations. Termination of this Contract will not entitle the State to any refund of any License or Support Fee, nor will it extinguish any license or price-hold the State has acquired in any Software before the date of termination, except as provided in the next paragraph.

~~*****With or without terminating this Contract in accordance with the paragraph above, on**~~ **On***** 30 days prior written notice to the State, the Contractor may terminate any license in any Software granted to ***~~the State~~ **BWC***** under this Contract. But the Contractor may do so only if ***~~**BWC or***~~ the State materially breaches any terms of this Contract with respect to the license or licenses the Contractor seeks to terminate. Such termination notice will be effective 30 days after the State receives it, provided that ***~~**BWC or***~~ the State does not cure its breach of this Contract within those 30 days. All Software licenses not affected by ***~~**BWC or***~~ the State's breach will remain in place and unaffected by the termination. Any such termination will be in addition to any other remedies the Contractor may have under this Contract for ***~~**BWC or***~~ the State's breach.

PART IV: WARRANTIES, LIABILITIES, AND REMEDIES

1. **Warranties**. The Contractor warrants for one year from the Start Date that the Software will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation. The Contractor also warrants that the Software will be merchantable and fit for the particular purpose for which the State acquired it**.** Moreover, the Contractor warrants that the Software will be free of viruses at the time of its delivery under this Contract. Additionally, the Contractor warrants that all media on which the Software is delivered to the State will be free from defects for one year after delivery to the State.

2. **Warranty Exclusions.** The Contractor's warranties with respect to the Software's performance in accordance with its Documentation, its fitness, and its merchantability do not cover any error caused by any change to the Software made by any party other than the Contractor and not at the Contractor's request or otherwise in accordance with this Contract or the Software's Documentation. It also does not cover damage to the Software caused by accident, neglect, or misuse of the Software by any party other than the Contractor or anyone else acting on the Contractor's behalf. Further, the State's use of the Software in an operating environment or in conjunction with a hardware platform that does not meet the Contractor's minimum specifications, as set out in the applicable Schedule or Documentation, may result in errors or failures that are outside the scope of the Contractor's warranty. Additionally, use of the Software in combination with other software, hardware, firmware, data, or technology not licensed or approved by the Contractor in writing may cause failures that also are outside the scope of the Contractor's warranty, provided that the Software is not designed or intended for use with such items.

   THE EXPRESS WARRANTIES IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. **Remedies.** The Contractor's entire liability and the State's sole remedy for any breach of the above media warranty is limited to requiring the Contractor to replace the defective media expeditiously and without charge to the State. Furthermore, the Contractor's entire liability and the State's sole remedy for any breach of the above warranties of fitness, merchantability, and against defects in the Software will be limited to the Contractor expeditiously correcting the defect or issue and providing the State with a patch containing the correction. If within the times given below, the Contractor does not provide a replacement copy for defective media or Software containing a virus or fails to deliver a fix for a defect in the Software or

a correction solving a fitness or merchantability issue, the Contractor must refund all License Fees paid by the State for the affected the Software. In the case of defective media or Software containing a virus, the Contractor will have 15 days after written notice to provide a replacement. In the case of other defects, merchantability issues, or fitness issues, the Contractor will have 30 days after written notice to deliver a correction that resolves the problem. Upon the Contractor's issuance of a refund, the State will return or destroy all copies of the Software and, upon the Contractor's request, certify in writing that it has done so.

THE FOREGOING REMEDIES ARE THE STATE'S EXCLUSIVE REMEDIES FOR THE WARRANTIES PROVIDED ABOVE.

4. **Indemnity.** The Contractor will indemnify the State for all direct damages to the State caused by the negligence or *****~~willful misconduct~~ other tortious conduct***** of the Contractor. The Contractor also agrees to indemnify, defend, and hold the State harmless from and against all claims, liabilities, demands, losses, expenses (including by way of example only, court costs and experts' and attorneys' fees), and causes of action of every kind and character in favor of any third party caused or arising out the activities or performance of the Contractor or the Contractor's Personnel. The foregoing obligations do not apply to the extent caused by the State's actual negligence or willful misconduct. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General.

5. **Infringement.** The Contractor will release, protect, indemnify, defend, and hold the State harmless from and against any claims of infringement by any third parties based on the Software, Source Code, or Documentation licensed under this Contract. Any defense of the State requires and is subject to the approval and consent of the Ohio Attorney General and will be at the Contractor's sole cost and expense. Further, the Contractor will indemnify the State for any liability resulting from any such claims, demands, or suits, as well as hold the State harmless for the Contractor's liability, losses, and damages resulting from such. This obligation of defense and indemnification will not apply where the State has modified or misused the Software, Source Code, or Documentation, and the claim or the suit is based on the modification or misuse. The Contractor's obligation to hold the State harmless also will not apply if the claim, suit, liability, or damage arises out of the State's misuse of the Software, Source Code, or Documentation. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to allow the Contractor to control the defense of the any such claim, upon consultation with and the approval of the Office of the State's Attorney General.

   If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement or similar claim that is pending actually may succeed, the Contractor will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the State's business:

   (a) Modify the offending Software, Source Code, or Documentation so that it is no longer infringing;
   (b) Replace the offending Software, Source Code, or Documentation with an equivalent or better item;
   (c) Acquire the right for the State to use the infringing Software, Source Code, or Documentation as it was intended for the State to use under this Contract; or
   (d) Remove the infringing Software, Source Code, or Documentation and refund the amount the State paid for the Software and the amount of any other Software or item that requires the availability of the infringing Software, Source Code, or Documentation for it to be useful to the State.

6. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES. THIS EXCLUSION OF DAMAGES INCLUDES, BY WAY OF EXAMPLE ONLY, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NEITHER PARTY WILL BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF TWO TIMES THE TOTAL LICENSE AND SUPPORT FEES PAID UNDER THIS CONTRACT. ***~~OR $_____, WHICHEVER IS GREATER.~~*** BUT THIS LIMITATION OF LIABILITY WILL NOT LIMIT THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE UNDER THE INDEMNITY AND INFRINGEMENT PROVISIONS OF THIS CONTRACT FOR DIRECT DAMAGES FROM THE CONTRACTOR'S NEGLIGENCE OR ***OTHER TORTIOUS CONDUCT ~~WILLFUL MISCONDUCT***~~. THIS LIMITATION OF LIABILITY ALSO WILL NOT LIMIT THE CONTRACTOR'S OBLIGATIONS UNDER THE INDEMNITY AND INFRINGEMENT SECTIONS OF THIS CONTRACT FOR CLAIMS MADE**

AGAINST THE STATE FOR INFRINGEMENT OR FOR NEGLIGENCE OR *~~WILLFUL~~ OTHER TORTIOUS ~~MISCONDUCT~~ CONDUCT*** OF THE CONTRACTOR, REGARDLESS OF THE NATURE OF THE DAMAGES SOUGHT FOR ANY SUCH CLAIM. THIS LIMITATION OF LIABILITY WILL SURVIVE TERMINATION OF THIS CONTRACT.**

PART V: SOFTWARE SUPPORT

1. **Support.** Each Support Period will be one year in duration, with the first Support Period beginning on the [first anniversary of the] Start Date for the applicable license. Subsequent Support Periods will begin on each anniversary of the Start Date of the applicable license (the "Anniversary Date"). During each Support Period for which the State has paid the applicable Support Fee, the Contractor will provide the State with telephonic assistance and advice for using the Software. The Contractor also will provide remote troubleshooting and problem resolution by developing and providing fixes or patches for errors in the Software. As part of the annual Support that the Contractor provides in exchange for the applicable Support Fee, the Contractor also will deliver to the State all service packs for the Software, as well as all updates and new releases and versions of the Software. The annual Support Fee will be calculated as a percentage of the then current License Fee for the applicable Software license. The percentage used to calculate the Support Fee will be provided in the applicable Schedule governing the Software license. The manner in which the Contractor provides Support will be governed by the Contractor's policies and programs described in the applicable Software Documentation or other materials that the Contractor uses to notify its customers generally of such policies. But regardless of the Contractor's policies and programs, unless otherwise agreed in the applicable Schedule, in all cases such Support must comply with the requirements of this Contract. And the Contractor must provide the Support in a competent, professional, and timely manner.

2. **Minimum Availability.** Support for any Software licensed under this Contract must be available for a minimum of seven years from the Start Date of the license. Thereafter, for so long as the Contractor makes Support available to other customers, the State will be entitled to participate in that Support under the terms of this Contract and in exchange for the Support Fee identified in the applicable Schedule.

3. **Reductions.** The State may acquire licenses that are based on the number of users, nodes, computers, processors, instances of the Software or other counts of objects covered by a license ("Objects"). In any such cases, the State may request that the Support Fees for a Support Period be calculated based on fewer Objects than included in the previous Support Period, with an appropriate adjustment in the applicable Support Fee. But patches, services packs, updates, and new versions or releases of the Software made available to the State under this Contract for such Software may be applied only to the number of Objects included in the then current Support Period. Nevertheless, the State may continue using any version of the Software that is available at the time Support was reduced on or for the unsupported Objects, provided that such is physically possible based on the Software's configuration. In any case where supported and unsupported Objects cannot be treated separately (e.g., a single server license supporting multiple concurrent connection), the State must limit its use of the Software to the supported number of Objects to take advantage of its reduction rights under this section.

4. **Lapse and Reinstatement.** If the State opts to not renew Support for some or all of the Software licensed by the State under this Contract, the State may subsequently purchase Support for such Software. But it may do so only if the Contractor continues to make it generally available to its customers when the State makes the decision to reacquire Support. Further, any such Support will require, in addition to the Support Fee for the then current Support Period, the payment of the immediately preceding year's Support Fees for that Software, or the applicable instances of it. Notwithstanding anything to the contrary in this Contract, no interest will be due on the Support Fees for the past Support Periods. In conjunction with the reinstatement of Support, the State will be entitled to any patches, service packs, upgrades, and new releases, and versions of the Software issued during the unsupported interval.

5. **Support Parameters.** The State may initiate Support requests for problems it encounters with the Software by telephone, email, Internet, or fax, and the Contractor must maintain lines of communication that support all four forms of communication. The Contractor must make Support available from at least 7:00 AM to 6:00 PM in each time zone where the Contractor maintains a Support center, and it must do so by staffing its Support function with an adequate number of qualified personnel to handle its traditional volume of calls. Further, the Contractor must maintain at least one Support center in North America with adequate

ATTACHMENT FOURTEEN
COST SUMMARY

BWC Core System Solution Implementation - **Tasks and Deliverables**							**Cost**
Task 1 - Project Management							**$**
Task 2 – Business and High Level IT Technical Requirements Review and Validation							**$**
Task 3 - Design							**$**
Task 4 – Implementation/Build							**$**
Task 5 – Testing/Quality Assurance							**$**
Task 6 – Training							**$**
Task 7 – Conversion Plan							**$**
Task 8 – Deployment Readiness/Production Release and Post Implementation Support							**$**
Not to Exceed Fixed Price for BWC Core System Solution Implementation -Task and Deliverables							**$**
Annual System Maintenance for First Seven Years of Maintenance (Excluding COTS Software and Support):							***$***
1st Year	***2nd Year***	***3rd Year***	***4th Year***	***5th Year***	***6th Year***	***7th Year***	
$0.00	***$***	***$***	***$***	***$***	***$***	***$***	
Total Commercial Software License Fees (From Breakdown Sheet):							***$***
Total Annual Support Fees for Commercial Software for First Seven Years of Support (From Breakdown Sheet):							***$***
Total Key Commercial Software License Fees (From Breakdown Sheet):							***$***
Total Annual Support Fees for Key Commercial Software for First Seven Years of Support (From Breakdown Sheet):							***$***
Total Not-to-Exceed Fixed Price for the Project:							***$***

Performance Bond Cost
$

ATTACHMENT FOURTEEN
(CONTINUED)
COST SUMMARY (COMMERCIAL SOFTWARE BREAKDOWN SHEET)

Offerors may duplicate this breakdown sheet as needed to identify all of the Commercial Software Costs.

COMMERCIAL SOFTWARE COSTS							
Commercial Software Product Name and Version/Release #:							**License Cost**
Type License:							**$**
License Count:							
Annual Support Fees for above Software for First Seven Years of Support:							**Total Seven Years Annual Support Fees**
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**6th Year**	**7th Year**	
$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Commercial Software Product Name and Version/Release #:							**License Cost**
Type License:							**$**
License Count:							
Annual Support Fees for above Software for First Seven Years of Support:							**Total Seven Years Annual Support Fees**
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**6th Year**	**7th Year**	
$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Commercial Software Product Name and Version/Release #:							**License Cost**
Type License:							**$**
License Count:							
Annual Support Fees for above Software for First Seven Years of Support:							**Total Seven Years Annual Support Fees**
1st Year	**2nd Year**	**3rd Year**	**4th Year**	**5th Year**	**6th Year**	**7th Year**	
$	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Total Cost for other Commercial Software, including Annual Support Fees for Seven Years:							**$**

ATTACHMENT FOURTEEN
(CONTINUED)
COST SUMMARY (KEY COMMERCIAL SOFTWARE BREAKDOWN SHEET)

Offerors may duplicate this breakdown sheet as needed to identify all of the Key Commercial Software Costs.

KEY COMMERCIAL SOFTWARE COSTS							
Key Commercial Software Product Name and Version/Release #:							License Cost $
Type License:							
License Count:							
Annual Support Fees for above Key Commercial Software for First Seven Years of Support:							Total Seven Years Annual Support Fees $
1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	
$	$	$	$	$	$	$	
Key Commercial Software Product Name and Version/Release #:							License Cost $
Type License:							
License Count:							
Annual Support Fees for above Key Commercial Software for First Seven Years of Support:							Total Seven Years Annual Support Fees $
1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	
$	$	$	$	$	$	$	
Key Commercial Software Product Name and Version/Release #:							License Cost $
Type License:							
License Count:							
Annual Support Fees for above Key Commercial Software for First Seven Years of Support:							Total Seven Years Annual Support Fees $
1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	
$	$	$	$	$	$	$	
Total Cost for Key Commercial Software, including Annual Support Fees for Seven Years:							$

ATTACHMENT FOURTEEN

COST SUMMARY RATE CARD (continued)

Rate Card. The following table lists the positions that may be used in the IDAs. The rate card contains different columns for commitment or actual spending levels that will be identified by Deliverables in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate column will be multiplied by the "Weight Value" to determine the Rate Card evaluation cost total.

The State expects that the hourly rates provided in the 3 month and 6 month columns will reflect the longer commitment with a lower cost than the straight hourly rate.

Position Title	Hourly Rate		Weight Value	Total Cost For Evaluation	>3 Month (or IDA spend < $1M)	>6 Month (or IDA spend > $1M)
Project/Advisory Positions						
Program Manager/Unit Lead	$	X	1	$	$	$
Project Manager	$	X	5	$	$	$
COTS Claims SME	$	X	5	$	$	$
COTS Billing SME	$	X	5	$	$	$
COTS Policy SME	$	X	5	$	$	$
Technical Lead	$	X	5	$	$	$
Technical/Specialist Positions						
Trainer, End User	$	X	5	$	$	$
Trainer, Technology	$	X	5	$	$	$
Senior Analyst (Business, Process or System)	$	X	3	$	$	$
Analyst (Business, Process or System)	$	X	1	$	$	$
Senior Developer	$	X	3	$	$	$
Developer	$	X	1	$	$	$
Technical Integration Specialist	$	X	3	$	$	$
Network Engineer	$	X	3	$	$	$
Unix/Windows System Administrator	$	X	1	$	$	$
Data Warehouse Architect	$	X	3	$	$	$
Database Administrator	$	X	1	$	$	$
Quality Assurance and Testing	$	X	3	$	$	$
Security Specialist	$	X	1	$	$	$
Technical Writer	$	X	1	$	$	$
Rate Card Evaluation Total				$		

4.6.5	The system must provide failover and redundancy capabilities. The recommended failover solution must be compatible with BWC's existing network architecture/infrastructure. Describe the impact of introducing failover and redundancy on the recommended hardware and software topology								**D**
	Response/Description:								
*****4.6.6**	*****The specified data base management system and loaded data structure must support a sustained rate of SQL row insertions of at least 100 per minute.*****								**C**
	Response/Description:								
*****4.6.7**	*****The specified data base management system and loaded data structure must support a sustained rate of SQL row updates of at least 500 per minute.*****								**C**
	Response/Description:								
*****4.6.8**	*****The solution must be sufficiently scalable to effectively manage all data associated with BWC's 1.2 million active claims, 7.4 million total statutory claims, and 280 thousand employers and deliver performance consistent with the Project Service Level Requirements documented i Attachment Two.*****								**C**
	Response/Description:								
*****4.6.9**	*****The solution as implemented must successfully complete all scheduled nightly batch activities within a designated eight hour window.*****								**C**
	Response/Description:								
4.7	**Application Configuration**								
4.7.1	The system must include graphical configuration tools such as page designer, rule builder, table/lookup/data management, and workflow builder. The offer must provide a description of all syster configuration tools included as a part of the proposed solution. Describe the skill levels and training required for each								**C**
	Response/Description:								
4.7.2	The system must support the configuration of web pages. In detail, explain how individual pages and page flow are configured, maintained and administered. Be specific regarding the tool set and technic knowledge needed to carry out these functions.								**C**
	Response/Description:								
4.7.3	The system must provide a common user interface across all modules								**C**
	Response/Description:								
4.7.4	The system must integrate with an external UI/portal framework (displaying data from other applications, wrapping system with another portal)								**D**
	Response/Description:								
4.7.5	The proposed solution must either include a built-in rules engine or have a proven interface to a third party rules engine. Which approach is proposed and why?								**C**
	Response/Description:								
4.7.6	The system must have the capability to trigger business processes as the result of a user-defined ever The business process could be logic that completes multiple steps such as creating reserves and making payments.								**C**
	Response/Description:								

4.7.7	Workflow rules must be able to be configured, maintained and administered within the solution. What specific tool set is used and technical knowledge is needed to carry out these functions? Describe any functionality provided by the proposed solution that will decrease the testing, development and deployment effort required to move new rules into production								**C**
	Response/Description:								
4.7.8	The system must include the capability to configure and execute roles and permissions via rules and runtime processes								**D**
	Response/Description:								
4.7.9	The system must support a centralized approach to interface configuration. Which interfaces within the proposed solution are pre-configured to work out of the box?								**D**
	Response/Description:								
4.7.10	The system must have the capability to produce and distribute documents								**C**
	Response/Description:								
4.7.11	The system must include the capability to build and continuously feed an enterprise data warehouse								**C**
	Response/Description:								
4.7.12	The system must support configuration to add new objects (or entities) and new fields (attributes) to new or existing objects								**C**
	Response/Description:								
4.7.13	The system must provide the capability to "turn off" via configuration unwanted data objects, attributes and functionality. How are the fields removed? Is it removed just on the screen or from the database as well?								**C**
	Response/Description:								
4.7.14	The system must provide the capability to selectively disable system functions based upon the availability of resources, scheduled system maintenance, or operational issues								**C**
	Response/Description:								
4.7.15	The system must include support for multiple languages (English, Spanish, Mandarin, etc.) Through what means is multiple language support implemented?								**C**
	Response/Description:								
4.7.16	The system must provide customizable user help functions								**C**
	Response/Description:								
4.8	**Application Customization**								
4.8.1	The system must have the ability to identify customizations from base product, and retain customizations during upgrades								**C**
	Response/Description:								
4.8.2	The system must allow for customization to create or update pages, implement integration and perform database table/schema changes								**C**
	Response/Description:								
4.8.3	The system must be extensible. Document the application's native development language and environment. To what extent can BWC developers leverage these facilities to extend or enhance the delivered functionality?								**C**
	Response/Description:								

4.9	**Batch Processing Requirements**								
4.9.1	The system must include the capability to differentiate between the various batch processes within the production, QA, test and development environments								**D**
	Response/Description:								
4.9.2	The system must include appropriate utilities and tools to schedule, run, and monitor batch processing activities								**C**
	Response/Description:								
4.10	**System Administration**								
4.10.1	The system must support user management and administration, including processes for user account additions, deletions, and changes with logging								**C**
	Response/Description:								
4.10.2	The system must include automated problem reporting and tracking capabilities								**D**
	Response/Description:								
4.10.3	The system must not require or use any sort of dongle or hardware locking device to limit access or utilization of any system facility								**C**
	Response/Description:								
4.10.4	The system software must allow for the use of mnemonic device names and permit the physical or logical relocation of servers and network addresses								**C**
	Response/Description:								
4.10.5	The system must have the capability to perform full (cold), incremental, and hot backups								**C**
	Response/Description:								
4.10.6	The system must have the capability to perform online (hot) backups. Document the anticipated impact this practice has upon core application performance								**D**
	Response/Description:								
4.10.7	The system must allow for normal administration of the application without the need for elevated (sysadmin or root) privileges								**C**
	Response/Description:								
4.10.8	The system must provide tools for application configuration, maintenance, upgrade, and administration.								**C**
	Response/Description:								
4.10.9	The system must provide for the completion of all perform routine application maintenance within a defined four hour weekend maintenance window. Describe whether a service interruption is required when patches are applied								**C**
	Response/Description:								
4.11	**Remote Access**								
4.11.1	The system must include a client supporting “untethered” or unconnected access to the front-office applications								**D**
	Response/Description:								
4.11.2	The client software must be compatible with remote access system/tools (e.g., Citrix, VMware)								**D**
	Response/Description:								

4.12	**Disaster Recovery**								
4.12.1	The system must support disaster recovery of all system and configuration data. Describe the entire s of configuration files and settings, system components, and data components that must be backed up and restored in synchronization to achieve a successful disaster recovery								**C**
	Response/Description:								
4.13	**Implementation Support**								
4.13.1	The system must provide a means to identify which rules are in production and provide statistics showing the usage of those rules								**D**
	Response/Description:								
4.13.2	The system must provide programming interfaces to all functions associated with the engine and its repository such as list, add, update, delete input formats, rules, and output definitions								**D**
	Response/Description:								
4.13.3	All products must be fully integrated, eliminating the need to maintain and house separate databases and environments for different modules								**C**
	Response/Description:								
4.13.4	The system must integrate with enterprise monitoring tools. List the names and versions of enterprise monitoring tools integrated in any customer production deployment								**C**
	Response/Description:								
4.13.5	The system must provide automated application testing facilities appropriate for performing scripted validation of key functions, verification of configuration and code changes, and regression testing								**C**
	Response/Description:								
4.13.6	The system must be licensed such that BWC may operate at least one production and an unlimited number of test, training, development, and disaster recovery instances of all components								**C**
	Response/Description:								
4.14	**Configuration Management and Version Control**								
4.14.1	The system must include compatibility with configuration management tools such as TFS, Bitkeeper, Mercurial, and/or other development tools/IDE. List supported version control products and versions. Describe the recommended methodology, procedures, tools and skills required to administer configuration management and version control facilities. Describe the typical staffing levels required to perform this function.								**D**
	Response/Description:								
4.14.2	The system must permit new releases to be either installed in place or implemented in parallel. Explain how releases are typically scheduled and deployed								**D**
	Response/Description:								
4.15	**Reporting**								
4.15.1	The system must provide out-of-box reporting tools that satisfy the needs of various users such as executives and managers, business analysts, finance, claims, underwriting, marketing, etc. Describe any embedded reporting features including specifics on canned reports, data extraction tools and dashboards are supplied as part of the system								**C**
	Response/Description:								

4.15.2	The system must allow BWC to use an in-house reporting application in addition to the solution's designated reporting engine								**C**
	Response/Description:								
4.15.3	The system must generate statistical analyses								**D**
	Response/Description:								
4.15.4	The system must generate aging reports								**D**
	Response/Description:								
4.15.5	The system must generate KPI and SLA analyses								**D**
	Response/Description:								
4.15.6	The system must provide real-time dashboards to enable operations managers and supervisors to rea proactively to problems and critical issues								**D**
	Response/Description:								
4.15.7	The system must have the capability to monitor for transactions by characteristic in near real time. If a suspicious transaction is identified, is it possible for the system to send out an alert, generate an event, and/or generate a report?								**D**
	Response/Description:								
4.15.8	The system must have the capability to monitor business activity and generate a set of measurements/metrics								**D**
	Response/Description:								
4.15.9	The system must have the capability to generate events based upon monitoring of the business activity								**D**
	Response/Description:								
4.15.10	The system must include the capability to configure built-in reports to BWC specifications. Are all attributes in the database accessible for reporting?								**D**
	Response/Description:								
4.15.11	The system must allow for external interface and batch upload of data/files against targeted business rules for immediate analysis and reports (i.e. a user can submit a list of policies and policy attributes to run against BWC's business edits to confirm whether their data submissions are valid prior to actual submissions and receive an automated confirmation of which rules are passing/failing)?								**D**
	Response/Description:								
4.15.12	The reporting functionality must integrate with the other system modules. Describe how are reports configured and customized.								**C**
	Response/Description:								