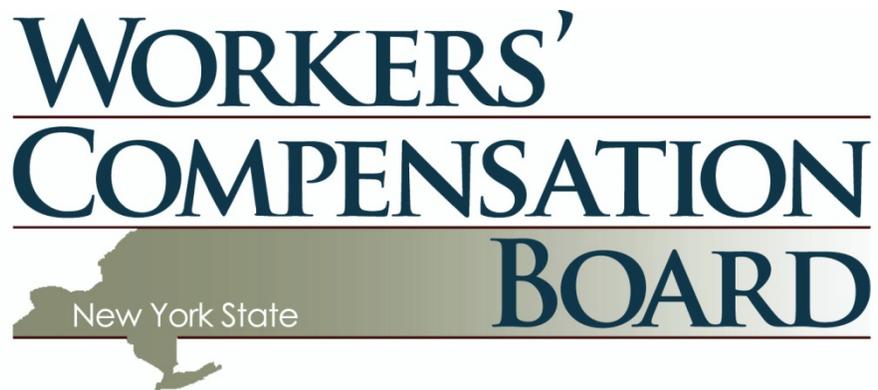


NEW YORK STATE
WORKERS' COMPENSATION BOARD
Workers' Compensation System
Business Process Reengineering (BPR)



REQUEST FOR PROPOSALS

C140312

April 2, 2012
Version 1.0

Table of Contents

1.	OVERVIEW.....	1
1.1	MISSION.....	1
1.2	BACKGROUND.....	1
1.3	BUSINESS NEED.....	2
1.4	PROJECT OBJECTIVES.....	3
1.5	PROJECT CONTENT.....	4
1.6	BPR SCOPE AND CONSIDERATIONS.....	8
1.7	MINIMUM QUALIFICATIONS REQUIRED OF OFFERORS.....	10
1.8	DOCUMENT OVERVIEW.....	11
2.	ADMINISTRATIVE CONSIDERATIONS.....	12
2.1	ISSUING OFFICE.....	12
2.2	SUBMISSION OF PROPOSAL.....	12
2.3	TIMETABLE.....	13
2.4	INTENT TO BID.....	13
2.5	QUESTIONS REGARDING THIS RFP.....	13
2.6	CONTRACT TERMS.....	13
2.7	PROCUREMENT LOBBYING.....	14
2.8	AWARD CRITERIA.....	15
2.9	INCURRED COST.....	15
2.10	DISCLOSURE OF PROPOSAL CONTENTS.....	16
2.11	NEWS RELEASES.....	16
2.12	NON-ENDORSEMENT.....	16
2.13	CONTACT WITH EMPLOYEES.....	16
2.14	NOTIFICATION OF OFFERORS NOT SELECTED.....	17
2.15	THE WCB'S RIGHTS IN AWARDING THE CONTRACT.....	17
2.16	LEGAL COMPLIANCE.....	17
2.17	LIABILITY AND INSURANCE.....	18
2.18	MINORITY & WOMEN BUSINESS ENTERPRISE.....	19
3.	CONTRACT REQUIREMENTS.....	23
3.1	OBJECTIVE OF PROJECT.....	23
3.2	REQUIREMENT PRIORITY.....	24
3.3	CONTRACTOR REQUIREMENTS.....	24
3.4	CONTRACTOR AND PERSONNEL EXPERIENCE REQUIREMENTS.....	36
4.	RESPONSE REQUIREMENTS.....	39
4.1	OVERVIEW.....	39
4.2	GENERAL PROCEDURES.....	39
4.3	COVER LETTER.....	40
4.4	VOLUME I, TECHNICAL VOLUME, FORMAT.....	41
4.5	VOLUME I, TECHNICAL VOLUME, CONTENT.....	42
4.6	VOLUME II, COST VOLUME.....	46
5.	METHOD OF EVALUATION.....	48
5.1	AWARD OBJECTIVES.....	48
5.2	EVALUATION AND SELECTION COMMITTEES.....	48
5.3	PROPOSAL EVALUATION PROCESS.....	48
6.	CONTRACTUAL PROVISIONS.....	52
6.1	INTRODUCTION.....	52
6.2	GENERAL CONTRACT TERMS & CONDITIONS.....	52
6.3	GENERAL WCB DUTIES.....	56

6.4	PROJECT ADMINISTRATION	56
6.5	CRITERIA FOR CERTIFYING CONTRACTOR PERFORMANCE	58
6.6	BASIS OF PAYMENT	58
6.7	CONTRACTOR FAILURE TO PERFORM	59
6.8	SUBCONTRACTING	59
6.9	SCOPE OF WORK ALTERATION	61
6.10	BASIS FOR TERMINATION	61
6.11	PROCEDURES FOR TERMINATION	63
6.12	CONTRACT DURATION	65
6.13	DISPUTES	65
6.14	FISCAL SAFEGUARDS	66
6.15	LEGAL ASSURANCE OF AUTHORITY TO PERFORM	67
6.16	DELEGATIONS OF AUTHORITY	67
6.17	PATENT OR COPYRIGHT INFRINGEMENT	67
6.18	CONTRACTOR'S REPRESENTATIONS & WARRANTIES	68
6.19	SECURITY AND CONFIDENTIALITY	69
6.20	SOFTWARE LICENSES	69
6.21	ACCEPTANCE	70
7.	GLOSSARY	72

Attachments

ATTACHMENT 1: OVERVIEW OF THE WCB

ATTACHMENT 2: DELIVERABLE DOCUMENT DESCRIPTIONS

ATTACHMENT 3: M/WBE UTILIZATION PLAN (M/WBE 100-G)

ATTACHMENT 4: REQUEST FOR WAIVER (M/WBE 101-G)

ATTACHMENT 5: WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (EEO 101-G)

ATTACHMENT 6: EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN (EEO 100-G)

Appendices

APPENDIX A: STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS.....	A1
APPENDIX B: INFORMATION FOR CONTRACTORS	B1
APPENDIX B1: PROCUREMENT LOBBYING FORMS.....	B2
APPENDIX B2: SALES TAX CERTIFICATION	B9
APPENDIX B3: NYS VENDOR RESPONSIBILITY QUESTIONNAIRE	B10
APPENDIX B4: CONTRACTOR DISCLOSURE FORMS	B11
APPENDIX B5: ELECTRONIC PAYMENTS	B15
APPENDIX C: OFFEROR'S INTENT TO BID.....	C1
APPENDIX D: NYS WCB CONFIDENTIALITY AGREEMENT FOR VENDORS.....	D1
APPENDIX E: COST VOLUME INSTRUCTIONS AND FORMS	E1
APPENDIX F: REQUIREMENTS TRACE-ABILITY MATRIX.....	F1

List of Tables

Table 1, RFP Calendar.....	13
Table 2, Contractor Performance Requirements.....	26
Table 3, Outreach and Discovery Requirements	27
Table 4, Assessment Requirements	28
Table 5, Communication, Information and Training Requirements	29
Table 6, Develop BPR Recommendations Requirements	29
Table 7, Develop Target Environment Description Requirements	31
Table 8, Business Case and Proposal Development Requirements	32
Table 9, Develop Roadmap Requirements	32
Table 10, Project Initiation Requirements	33
Table 11, Quality Assurance Program Requirements.....	34
Table 12, IV&V Requirements.....	35
Table 13, Stakeholder Communication, Information and Training Requirements	35
Table 14, Contractor Experience Requirements	36
Table 15, Contractor Key Personnel Requirements.....	37
Table 16, Project Constraints.....	39
Table 17, Response Requirement	40
Table 18, Cover Letter Requirements.....	40
Table 19, Technical Volume Format	42
Table 20, Technical Volume Content	42
Table 21, Cost Volume.....	47
Table 22, WCB Glossary of Terms and Definitions.....	72

1. OVERVIEW

1.1 Mission

The New York Workers' Compensation Board (WCB) employs approximately 1,400 dedicated individuals charged with administering workers' compensation benefits, disability benefits, volunteer firefighters' benefits, volunteer ambulance workers' benefits, and volunteer civil defense workers' benefits. WCB's core mission is to protect the rights of employees and employers by ensuring the proper delivery of benefits to those who are injured or ill, and by promoting compliance with the law.

Workers' compensation benefits provide weekly cash payments and the cost of full medical treatment, including rehabilitation, for covered employees who become disabled as a result of a disease or injury connected with their employment. Benefits may also be paid to qualified dependents of workers who died as a result of a compensable injury or illness. Disability benefits are paid when covered employees become disabled as a result of a disease or injury that is *not* connected to their employment. Most payments are made directly to the injured workers by their employer's insurance company.

1.2 Background

It is estimated that New York's workers' compensation system covers 8 million workers and over 600,000 employers. Some employers buy workers' compensation insurance from among over 200 private insurance companies or from the New York State Insurance Fund. Some employers apply to become self-insured. Public sector employers (municipal, county and state government entities) may also become self-insured. The WCB sits at the center of this system to ensure that appropriate benefits are paid in a timely manner for workers' compensation claims, and ensure that all employers required to provide coverage for their workers are in compliance with the law.

The WCB is a \$200+ million public agency that regulates the state workers' compensation system and resolves disputed issues in individual claims. Over 100,000 claims are filed each year. Each year, the WCB receives over 20 million documents filed by a variety of system stakeholders including health care providers, injured workers, employers, attorneys and insurance carriers. Additionally, the WCB conducts around 300,000 hearings a year. Although workers' compensation is a no-fault insurance system, resolving disputes in claims currently consumes a large percentage of WCB staff and system resources.

From the beginning of workers' compensation at the turn of the last century until the mid-1990s, the WCB conducted business entirely on paper. In the mid-1990s the WCB began deploying technologies to address its core functions and built an image-integrated Claims Information System (CIS). The WCB now contracts to scan incoming mail and moves 20 million images into the CIS each year. In addition, the WCB made a substantial investment in modernizing the Insurance Compliance System (IC2), which incorporated a national EDI standard and has all but eliminated paper handling in this area. Several other systems were also developed over time to address myriad related functions including Health Provider Administration (HPA), which works to ensure injured workers' have access to timely and quality medical care.

Although these systems streamlined the WCB's internal processing significantly, they were all developed as standalone systems using application development tools like PowerBuilder, FoxPro, Lotus Notes and other office automation platforms. These systems were designed and implemented largely to address internal WCB efficiencies and for use only by WCB employees. These systems do not directly interface with each other or with the Internet, and they do not readily enable system stakeholders to provide or access information across the various systems. The systems do not adequately address the changing functional or informational requirements of the WCB or its customers and stakeholders. Many of these systems are now at least 10 years old with some built over 15 years ago.

The workers' compensation system in New York is a dynamic environment and the role of the WCB is evolving. New York's Workers' Compensation Law underwent substantial reform in 2007 and compels the WCB to engage in new activities. This reform has led to changes in the way the WCB meets its goals and has in some ways redefined its role within the workers' compensation system.

To address the evolving role of the WCB (e.g., data collection, dispute prevention, medical treatment guidelines) and to meet the emerging needs of the system, the WCB must review its existing business processes and aging core technologies with a focus on examining internal and external processing efficiencies in order to better meet the needs of our system stakeholders (both internal and external). To ensure that optimal business processes and solutions are selected, the WCB envisions conducting formal requirements gathering as an integral part of the reengineering activities. The WCB expects to evaluate not only the internal operational requirements of the WCB, but the business requirements of system stakeholders and most importantly, the service requirements for our primary customers, New York's injured workers and employers.

As the WCB expects this study to recommend changes to its technology and processes, the WCB will approach this evaluation as a large-scale Business Process Reengineering (BPR) exercise. The results of this BPR exercise will be the development of documentation that will detail recommended process and system changes including an envisioned claims handling environment, and outline how best to move forward with implementing the process and system changes that address the business, operational, and service requirements.

The WCB released a Request for Information (RFI) in October 2010 to solicit information from interested parties ("Respondents") regarding a variety of topics related to business process reengineering, formal requirements gathering and system evaluation. The purpose of that RFI was to inform a Request for Proposal (RFP) process that enables the WCB to acquire the services of a vendor who can substantially assist with this formal requirements gathering and business process reengineering. Respondents were invited to participate in a roundtable discussion scheduled by the WCB, and invited to give presentations on the services and/or tools related to information in the RFI. Respondents were also placed on a mailing list and will receive an announcement of this RFP.

To assist Offerors in determining the scale of the reengineering effort, Attachment 1 provides an overview of WCB's current internal processes and stakeholders, both internal and external.

1.3 Business Need

New York has long been criticized for having a less-than-ideal workers' compensation system. The result is a high level of WCB involvement in individual claims and poor claims performance.

There are many factors that contributed to how this system has evolved, including disparate business processes, outdated technology, and unique legal requirements.

To ensure that optimal business processes and solutions are selected, the WCB envisions conducting formal requirements gathering as an integral part of the reengineering activities. The WCB expects to evaluate not only the internal operational requirements of the WCB, but the business requirements of system stakeholders and most importantly, the service requirements and performance measures for our primary customers, New York's injured workers and employers.

Studies have demonstrated that New York is among the most expensive states, without providing increased levels of service. Timely delivery of initial indemnity benefits is associated with increased injured worker satisfaction with the workers' compensation system, faster return to work, decreased number of unnecessary disputes and lower cost of claims. Specifically,

- New York has very low rates of timely first payment of indemnity benefits
- New York does not systematically monitor basic standards such as timeliness of injury reports, first payment, and disputing of claims
- New York does not consistently enforce statutory penalties for a range of behaviors, including late first payment and late injury reports
- New York relies primarily on adjudication to regulate participants' behavior in claims

Additionally, it is known that the workers compensation system suffers various other issues including but not limited to:

- a lack of system performance monitoring and payer accountability
- a burdensome unique medical reporting process
- high stakeholder costs
- duplication and lack of consistency of information throughout a number of systems
- a lack of transparency with all stakeholders
- huge amounts of paper forms with minimal data capture capability
- slow response to medical authorization requests

These problems are the result of a number of contributing factors, including a poorly designed, paper-based manual processes, disparate technical applications, an inflexible and internal focused claims handling system, regulatory and compliance constraints, misaligned incentives for system participants, low payor compliance and regulation, and a lack of clear system performance standards for the industry.

1.4 Project Objectives

The WCB expects to reengineer its core processes in a way that creates internal and external efficiencies, reduces friction costs in the system, better serves our stakeholders and can leverage state-of-the-art technology to drive efficiency, and improve customer service to injured workers and businesses. The WCB plans to achieve the following benefits:

- Make the workers' compensation process more responsive to the needs of injured workers and employers
- Maximize efficiencies within the WCB by improving turnaround times on internal processes
- Improve timely first payment of indemnity benefits
- Faster delivery of appropriate medical care
- Improve the process for reporting medical treatment
- Reduce the administrative burden on medical providers and other stakeholders
- Increase focus on dispute prevention
- Decrease unnecessary disputes
- Speed the resolution of legitimate disputes
- Decrease costs through improved processes for all stakeholders
- Improve monitoring of key performance indicators of internal and external stakeholders
- Identify and monitor internal and external system performance indicators
- Reduce reliance on paper forms
- Reduce reliance on internal and external manual processes in claims handling and adjudication

1.5 Project Content

This section describes the content and phased approach of the Workers' Compensation System Business Process Reengineering (BPR) project. Figure 1 provides a high-level graphical depiction of each phase of the Workers' Compensation System BPR project.

The first phase (RFI) of the Workers' Compensation System BPR project is complete. During this phase a Request for Information (RFI) was published, an RFI roundtable was conducted and written RFI responses were collected and analyzed. Phase 1 was used to inform an RFP development process to establish the contract requirements to engage a vendor to substantially assist the WCB with eliciting, detailing and documenting a reengineered workers' compensation system.

The second phase (Procurement) of the Workers' Compensation System BPR project developed this Request for Proposal (RFP) to procure vendor services to perform the BPR foundational activities required to ultimately transform and reengineer the WCB processes, develop the requirements for necessary technology changes to support the envisioned reengineered business processes, and perform the transitional planning to enable the WCB to evolve to the new target environment.

The third phase (Reengineering Plan) for which this RFP is being issued will enable the WCB to learn from system stakeholders how to improve the system by making it more responsive to the needs of our customers while driving internal and external efficiencies. This phase will define the required business process changes as well as requirements for a technology solution and will

include: outreach and discovery, assessment, communication/information and training, develop BPR recommendations, develop target environment description, develop business case/project proposal, and develop roadmap. During this phase, the WCB will examine all options for process and systemic changes recommended by the BPR vendor, determine whether to build or buy elements of the proposed solution and may pursue the necessary procurements to acquire additional implementation services for the Reengineering Implementation phase.

The fourth phase (Reengineering Implementation) will include implementing the business process reengineering changes and implementing the technical solution. This phase may also include an independent verification and validation (IV&V) of the Workers' Compensation System BPR implementation and continued stakeholder outreach by the vendor selected for the reengineering plan phase. During the implementation phase, there may be a number of additional subprojects undertaken as a result of the recommendations from the BPR vendor and their acceptance by the WCB. These subprojects may or may not require additional acquisitions for either technology products or service implementation vendors. Some of these subprojects may also be undertaken entirely within the WCB, again dependent on the outcomes of the Reengineering Plan phase.

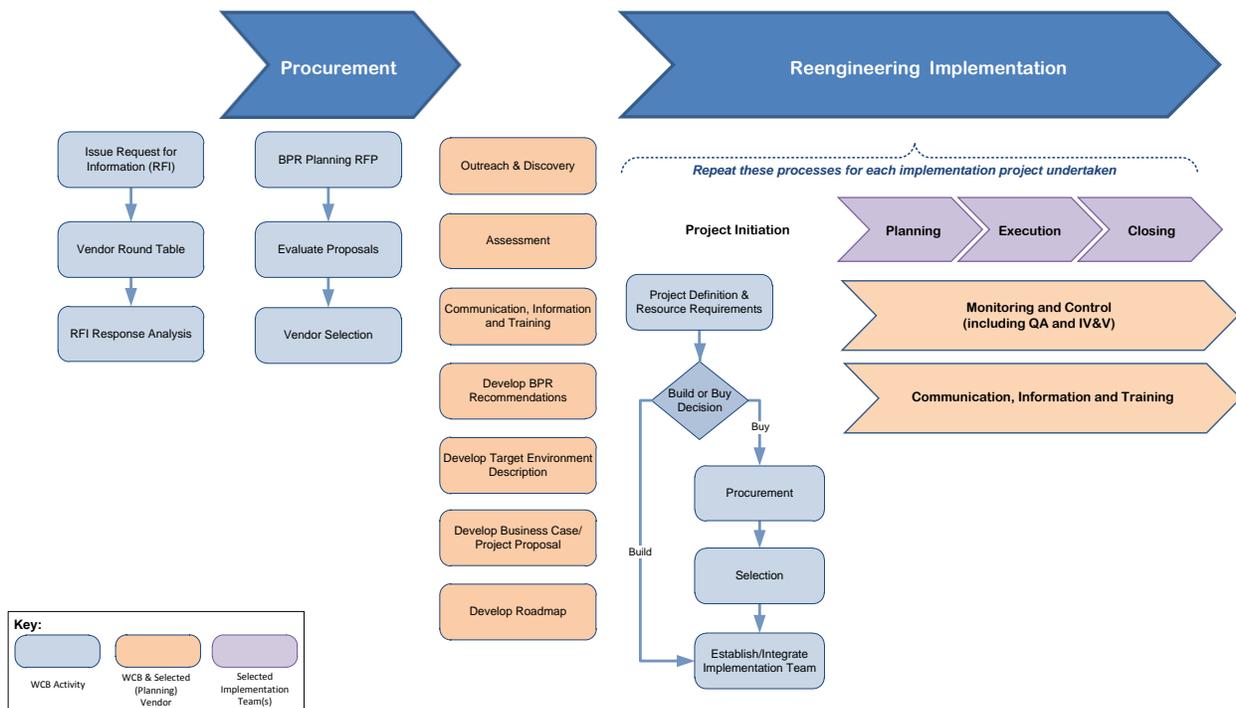


Figure 1, Workers' Compensation System BPR Project Phases

The following paragraphs provide a high-level description of the activities and services to be provided by the vendor selected during the Reengineering Plan phase. Please note that the order of these activities in Figure 1 does not imply a waterfall or sequential approach to the overall BPR project. It is expected that the Offeror will describe in its proposal how these activities will be performed and the scheduling of these activities based on the Offerors' experience and proposed approach.

Reengineering Plan Activities

Outreach and Discovery

- Stakeholder outreach and engagement
- Develop the new stakeholder vision
- Identify BPR goals and objectives with internal and external stakeholders
- Understand the current (as-is) claims management business processes, organization and physical space
- Understand the current (as-is) medical reporting, treatment authorization and disputes processes
- Identify root causes of performance breakdowns in the existing processes
- Identify challenges and barriers
- Consider and apply best practices from other states workers' compensation systems, other health care reporting systems, and emerging medical reporting technologies
- Develop a Strategic Vision Document

Assessment

- Assess the current organization, processes, technology and the challenges of the current workers' compensation system
- Identify and benchmark key performance metrics for New York State based on best practices for other workers' compensation systems, other healthcare systems, and emerging medical reporting technologies
- Establish baseline metrics to provide reliable measurements for tracking process improvements
- Recommend potential key performance indicators (KPIs)
- Document an Assessment Report

Communication, Information and Training

- Develop a communications plan that includes information sharing and education plans for the planning and implementation phases
- Conduct communication, information and training activities to engage stakeholders and manage stakeholder expectations

Develop BPR Recommendations

- Recommend strategies in the areas of organizational planning, business processes, stakeholder outreach and communication, information technology, workforce transition and training.
- Identify and compare alternatives for implementing the strategies.

- Analyze the costs, benefits, impacts, risks and return on investment (ROI) associated with each strategy.
- Consider and propose governance structures for decision making based on best practices
- Develop envisioned process solutions and technology recommendations

Develop Target Environment Description

- Develop detailed process models and descriptions
- Develop organization and facilities design plans aligned with the reengineered process
- Identify and compare alternative approaches for a technology solution that enables the reengineered business processes
- Define and document requirements for a technology solution
- Document requirements for transitioning from the current state to the target state
- Document a Target Environment Description

Develop Business and Project Proposal

- Perform a cost benefit analysis and risk assessment of the proposed solution
- Develop and document business case for implementing the proposed solution

Develop a Roadmap

- Develop a roadmap that defines the approach, key actions, resource requirements and timeline for implementing the proposed solution
- Identify opportunities for quick wins
- Assess stakeholder readiness for the proposed changes

The following list provides a high-level description of the activities and services to be provided by the vendor selected during the Reengineering Implementation phase. Offerors should note that the exact nature of the activities to be performed during the implementation phase will be determined by the WCB based on the BPR recommendations.

Reengineering Implementation Activities

- Support the WCB with project initiation activities for resulting implementation projects including defining the project and developing project plans
- Develop an independent verification and validation (IV&V) Plan for the implementation phase
- Conduct IV&V oversight of the implementation phase
- Continued stakeholder communications, information, and training support throughout the implementation phase
- Support the WCB with transition management activities for resulting implementation projects

- Develop a Quality Assurance Program that enables the WCB to monitor and audit the project results and process changes on an ongoing basis

1.6 BPR Scope and Considerations

The following subsections describe what is in-scope and out-of-scope for the Reengineering Plan phase of the Workers' Compensation System Business Process Reengineering project. There is also a subsection on integration points. Integration points are WCB systems, projects or studies that the WCB does not anticipate implementing change to as part of this BPR project, but does anticipate leveraging them if deemed appropriate by WCB. Integration points need to be understood by the contractor and taken into consideration as the vision and recommendations are developed.

The focus of the BPR project is first and foremost on the reengineering of the business processes to accomplish the transformational change required at the WCB to achieve the objectives outlined in Section 1.4. Related to the assessment and recommendations coming from the BPR activities, it is expected that the successful Offeror will also examine the needs for regulatory/statutory change, organizational change, technological architecture change, and the impact on these changes across the WCB enterprise. The Offeror will describe how it will address the integration and management of the recommended changes in its proposal.

As stated above, the focus of this RFP is on the Business Process Reengineering Study. The WCB understands that one of the change components coming from the BPR activities will be an examination of the technology that the processes will integrate with. However the WCB will not consider a solution offering a new tool suite for claims processing around which new business processes will be designed.

1.6.1 In Scope

The WCB understands that during that course of the BPR project, a number of components or processes that comprise the current workers' compensation system must be examined to fully understand the existing manner in which the system works, as well as determine potential improvements and their impacts to the WCB. The WCB considers the following key areas as in-scope for the Business Process Reengineering project, and must be examined from both the internal and external stakeholders' perspectives.

- Workers' Compensation claims processes
- Customer service to the external stakeholders
- Medical reporting, treatment authorization and disputes processes (treatment and billing)
- Hearing and other claims dispute processes
- Appeals (Administrative Review) processes
- Informal resolution processes
- Regulatory compliance processes
- Penalty issuance and collection processes
- Internal and external systems performance monitoring

- The project team should also identify what data should be used for data mining and oversight activities.

1.6.2 Integration Points

The Workers' Compensation System BPR project needs to consider key integration points with other processes and systems within the WCB. Integration points are WCB systems, projects or studies that the WCB does not anticipate changing as part of this BPR but does anticipate leveraging. Integration points need to be understood and taken into consideration as the vision and recommendations are developed. The project team needs to consider how changes will affect or be affected by other efforts and identify opportunities to leverage efficiencies. The following are items that the selected Offeror needs to understand and take into consideration while undertaking the BPR project.

- WCB is performing an analysis of the C4 family of forms (Medical Reports) as a separate project to determine the results of recent changes and examine additional changes.
- The Offeror should examine the ability to leverage the Data Warehouse, using existing information or providing additional information that can be used for performance measures and process improvement.
- The WCB is currently working on the the implementation of IAIABC Claims EDI FROI/SROI (covered by the separate WCB eClaims project), which should also be leveraged by the Offeror as part of the BPR activities.
- The Offeror should understand the Employer Insurance Compliance processes and document how its proposed recommendations may impact those processes.
- The Offeror should understand the Self Insurance processes and document how their proposed recommendations may impact those processes.
- The Offeror should consider how to integrate the Workers' Compensation Board website as part of the BPR outreach and communication activities and what role the web site will play in a future state.
- The WCB currently has a Communication Committee that the Offeror will work with as part of any stakeholder outreach processes.
- The WCB is undergoing a migration of their internal financial system to the Statewide Financial System (SFS). The Offeror should be aware of and understand this migration when examining and developing financial tracking recommendations.

It should also be noted that there are a number of process areas that the WCB does not expect to make significant changes to through this BPR project. It is expected that the recommended changes coming from this BPR project will identify opportunities for these other functional areas to take advantage of changes being recommended to improve the workers' compensation system. For example, a redesign of the IC2 system is not in scope; however, it is envisioned that this centralized employer data base would share data with our envisioned solution.

Data sharing across the WCB enterprise has been primarily limited to a "value copy" form of data integration found in many organizations with standalone systems. As time has passed, there has been no means for ensuring value consistency across the enterprise nor can the WCB ensure that

the original definition of the data is the same across the disparate systems. Furthermore, the duplication of data also has resulted in increased storage requirements and a loss of data integrity. Future data integration opportunities identified during the BPR effort must employ a more effective form of data integration such as "value sharing" whereby the data values produced and/or consumed by a component system are the same values produced and/or consumed by all the other component systems. There is one and only one set of instances used by the integrated system. As time passes and data values change, those changes are immediately and automatically available in all the other component systems.

1.6.3 Out of Scope

The following items are out of scope for the Business Process Reengineering project:

- Providing detailed documentation of the current (as-is) claims management business process. The WCB understands that a high-level examination and understanding of the existing processes by the selected Offeror is required to evaluate the impact of recommended changes; however, the WCB does not want to expend a great deal of resources in developing detailed documentation of the current claims processes. Note: The WCB has existing process models for some of its business practices.
- Developing and implementing the technology solution. The focus of the BPR project is on the development of the recommended changes to the workers' compensation system processes to achieve the objectives as stated in Section 1.4. Any technology solution changes coming out of the BPR project recommendations will be implemented in subsequent initiatives.
- Updating the technological infrastructure to support the recommended solution.
- Reengineering of the following processes should not be considered; however, any recommendations coming from the BPR project should identify any impacts or potential improvements.
 - Reengineering Employer Insurance Compliance processes (IC2)
 - Disability Benefits processes
 - Reengineering Workers' Compensation Call Center processes

1.7 Minimum Qualifications Required of Offerors

WCB considers Offerors' qualifications and experience to be of paramount importance. Accordingly, in addition to the ability of the Offeror to meet or fulfill the requirements and services of the reengineering project, Offerors' must be able to demonstrate experience providing reengineering services of the same scale and scope as required by WCB. The Offerors' must also have business process reengineering experience with other jurisdictions that regulate and administer workers' compensation processes, as well as claims resolution experience. The Offeror must be able to perform all work pertaining to this contract within the United States. The detailed experience requirements for this project can be found in Section 3.4.

1.8 Document Overview

This RFP specifies the requirements, Contractor and WCB responsibilities, and other pertinent information related to the acquisition of vendor services to provide a BPR Plan for the New York State Workers' Compensation System. The provisions and requirements of this RFP will be incorporated into the resulting contract between the WCB and the successful Offeror. This document contains the following major sections:

- **Section 1, Overview.** Section 1 provides an overview of the WCB's needs and the project objectives for which the business process reengineering will be undertaken.
- **Section 2, Administrative Considerations.** Section 2 provides information about responding to this RFP. It includes a timetable of events (from the release of this RFP through the estimated start of the Contract term); minimum qualifications of the prospective Offeror; and instructions for submitting questions and contacting WCB employees regarding this RFP.
- **Section 3, Contract Requirements.** Section 3 provides the detailed requirements, Contractor responsibilities, and other pertinent information regarding the services required by the WCB.
- **Section 4, Response Requirements.** Section 4 describes the format and prescribed content required for the responses to this RFP.
- **Section 5, Method of Evaluation.** Section 5 describes the methods and criteria to be used to evaluate responses to this proposal and to select the successful Offeror.
- **Section 6, Contractual Provisions.** Section 6 describes the terms and conditions to be included in the negotiated contract.
- **Section 7, Glossary.** Section 7 contains definitions for terminology addressed in this RFP.

2. ADMINISTRATIVE CONSIDERATIONS

2.1 Issuing Office

Under NYS Finance Law §139-j (3) and §139-j (6) (b), an Offeror/Bidder is restricted, in most instances, from making contacts with anyone other than the WCB's Issuing Officer during the procurement process. (See Section 2.7 for more details regarding this law.)

The WCB's Supervisor of Contract Administration, Michelle Schultz is the issuing officer and the WCB's point of contact for all matters relating to this RFP. Mary Grace Petralito will be the alternate contact, when Michelle Schultz is not available. Ms. Schultz and Ms. Petralito can be contacted at wcbcontracts@wcb.ny.gov.

If a prospective Offeror does not receive a timely response from the WCB's Issuing Officer, complaints may be sent in writing to the WCB Office of General Counsel, 20 Park St., Rm. 401, Albany, NY 12207.

All proposals responding to this RFP and accompanying documentation must be packaged, sealed, and submitted to:

Michelle Schultz
Supervisor of Contract Administration
New York State Workers' Compensation Board
100 Broadway – Menands, Room 300A
Albany, NY 12241
Phone: (518) 473-1319

2.2 Submission of Proposal

The WCB will receive and accept proposals until 2:00 PM Eastern Time (ET) on the date listed in the RFP Calendar. The WCB will not accept facsimile or e-mailed proposals in response to this RFP. **Offerors that plan to hand deliver their proposals should contact Michelle Schultz 48 hours ahead of time to arrange for delivery and a receipt. Late and incomplete proposals will not be considered.** Please note that the above deadline is for receipt of the proposal at the New York State Workers' Compensation Board in Albany, New York; not for mailing or entrusting the proposal to a delivery service.

Offerors must submit a complete proposal in response to this RFP, using the format and forms provided in the RFP and the Appendices. Submission of the Offeror's proposal, along with the Cover Letter, shall be construed by the WCB as the Offeror's acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP. If an Offeror has any issues or anticipated difficulty with any contract provision as stated in Section 6, a statement that explicitly sets forth those issues must be contained in the Cover Letter. The WCB will not negotiate any issue with a selected Offeror if the issue was not raised in the Cover Letter. The WCB reserves the right to reject any or all issues raised by the Offeror and to require full acceptance of the terms of this RFP. The WCB will consider these issues when evaluating an Offeror's proposal.

2.3 Timetable

The RFP Calendar is listed in Table 1. The WCB reserves the right, in its sole discretion, to modify any event, time, or date in the RFP Calendar. The WCB will notify all Offerors of any changes to the RFP Calendar.

Table 1, RFP Calendar

	Event	Day	Date	Time
1	Release of RFP	Monday	4/2/2012	
2	Offerors' Intent to Bid due	Monday	4/23/2012	
3	Written questions due from Offerors	Monday	4/23/2012	
4	Official response to Offerors' questions due	Monday	5/14/2012	
5	Closing date for receipt of Proposals	Monday	6/11/2012	2:00 PM (ET)
6	Selection of Prospective Contractor	Monday	7/30/2012	
7	Contract negotiations with Prospective Contractor end	TBD	TBD	
8	Estimated Contract term begins	TBD	TBD	

The contract cannot begin until it has been approved by both the Office of Attorney General and the Office of the State Comptroller.

2.4 Intent to Bid

Offerors intending to submit a proposal in response to this RFP should submit a Letter of Intent to Bid to the WCB, to the attention of Michelle Schultz, at the address listed in Section 2.1. The format for the Intent to Bid is included in Appendix C, Offeror's Intent to Bid. The WCB should receive the Intent to Bid letter by the date specified in the published RFP Calendar, and an authorized representative of the Offeror must sign the Intent to Bid.

2.5 Questions Regarding this RFP

Offerors must submit in writing all their questions regarding this RFP, supporting documentation, or other matters related to this project to the WCB, to the attention of Michelle Schultz, at the address listed in Section 2.1. The WCB must receive questions by the date and time specified in the published RFP Calendar. Questions may be faxed to (518) 486-3515 or e-mailed to Michelle Schultz at wcbcontracts@wcb.ny.gov.

Prior to the deadline for the receipt of proposals, the WCB will distribute a written response to all questions received in writing.

2.6 Contract Terms

Any contract entered into as a result of this RFP will reflect the contract terms and conditions shown in Section 6 of this RFP. Also, Offerors should refer to the standard clauses for all New York State contracts in Appendix A. All Offerors must develop technical and cost volumes of their proposals that reflect the terms of the contract provisions shown in Section 6 and Appendix A of this RFP.

The purpose of this RFP is to acquire the services of a Contractor to assess the NYS workers' compensation system processes and provide Business Process Reengineering services and deliverables for a fixed price. The WCB will evaluate responses to this RFP and make an award based on the specific requirements of this RFP only.

The contract awarded from this acquisition will cover the BPR Reengineering Planning activities and deliverables, while subsequent BPR Reengineering Implementation activities and deliverables will be covered under separate Contract Amendments to allow for a more complete definition of scope based on the recommendations accepted by WCB during the Reengineering Planning Phase. However, the best value evaluation of the Offeror's proposal will consider the Offeror's ability to execute on both the Reengineering and Implementation Phases.

The period covered by the contract for Workers' Compensation System Business Process Reengineering shall commence after approval by the Office of the State Comptroller, and shall run for a period of three years. At the WCB's discretion, and with the approval of the Attorney General and the Office of the State Comptroller, this Agreement may be extended for two (2) additional 1-year periods. If the WCB intends to exercise this option, the WCB shall notify the Contractor in writing at least sixty calendar days before the scheduled Agreement termination.

Any resulting contract will contain language that ensures that the Offeror will provide all required services and deliverables of this RFP as described and will perform according to the performance standards set forth in this RFP and the Offeror's proposal, for no more than the cost quoted in the Offeror's Cost Volume.

2.7 Procurement Lobbying

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes notification of the statutory restrictions on communications between the WCB and the Offeror/Bidder during the procurement process. An Offeror/Bidder is prohibited from making impermissible contacts during the "restricted period," which extends from the earliest notice of intent to solicit offers, invite bids, or request proposals through the final award and approval of the procurement contract by the WCB and, when applicable, approval by the Comptroller and the Attorney General. Impermissible contacts are those communications that a reasonable person would infer are intended to influence the governmental procurement. The Offeror/Bidder is referred to State Finance Law §139-j (3) for a description of those contacts that are permissible during the restricted period.

As provided by statute, regulation, and/or policy, WCB employees will obtain certain information when contacted during the restricted period and will make entries in the procurement record with respect to all contacts and other information related to the governmental procurement.

Pursuant to State Finance Law § 139-j (2)(a), the WCB has designated a person or persons who may be contacted by Offerors/Bidders relative to this procurement. See Section 2.1 and Section 2.5 of this RFP.

As part of any proposal submitted in response to this Request for Proposals, the Offeror/Bidder shall affirm in writing that the Offeror/Bidder understands and agrees to comply with the statutes [State Finance Law §139-j (3) and §139-k(6)(b)] and the WCB's procedures relating to permissible contacts during the procurement process. The Offeror/Bidder shall also disclose any prior findings of non-responsibility. The affirmation and disclosure forms are included as part of Appendix B.

Any member, officer, or employee of the WCB who becomes aware that an Offeror/Bidder has violated the provisions of State Finance Law §139-j (3), with regard to permissible contacts during the procurement process, shall immediately refer the matter to the WCB's General Counsel, who shall cause an investigation to be made. If there is sufficient cause to believe that a violation has occurred, the Offeror/Bidder shall be given notice of the alleged violation and any ongoing investigation and an opportunity to be heard in response to the allegation prior to the imposition of sanctions set forth in State Finance Law §139-j(10)(b).

State Finance Law §139-j (7) requires that the WCB make a determination of responsibility of the proposed awardee/Contractor. It is incumbent upon the Offeror/Bidder to disclose any prior determinations of non-responsibility made within the previous four years by any governmental entity in which such prior finding of non-responsibility was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity. See State Finance Law §139-k (2) and (3). A disclosure form is included as part of Appendix B for that purpose. Failure to disclose prior findings of non-responsibility or to timely provide accurate and complete information shall be a factor considered by the WCB in its determination of the responsibility of the Offeror/Bidder.

If it is found that the Offeror/Bidder knowingly and willfully violated State Finance Law §139-j (3) or §139-k (2), there will be a determination of non-responsibility. A finding of non-responsibility will result in no contract being awarded to the Offeror/Bidder, unless the award to the Offeror/Bidder is necessary to protect public property, health, or safety and the Offeror/Bidder is the only source that can provide the commodity, etc. within the necessary time frame. Determinations of non-responsibility are reported to the Office of General Services. A prior determination of non-responsibility within the preceding four-year period will result in the Offeror/Bidder being ineligible to submit proposals or to be awarded a contract for four years from the date of the most recent determination of non-responsibility.

2.8 Award Criteria

The WCB will award a contract based on "best value." A "best value" award is one that optimizes quality, cost, and efficiency; it typically applies to complex services and technology contracts. The WCB will evaluate responsive and responsible Offerors' proposals for all of the requirements specified in this RFP, in accordance with the evaluation criteria set forth in Section 5, Method of Evaluation.

The WCB will only contract with a single Offeror, which will be the sole point of contact with regard to all provisions of the Business Process Reengineering and contract. If the Offeror's proposal calls for the performance of work by subcontractors, the Offeror shall be the prime Contractor and shall retain full responsibility for all aspects of the project. The WCB reserves the right to approve (or disapprove) any or all subcontractors and the work performed by them as part of its contract with the Offeror, as set forth in Section 6.8, Subcontracting.

2.9 Incurred Cost

The WCB is not liable for any cost incurred by Offerors prior to approval of a contract, and is not responsible for costs associated with responding to this RFP.

2.10 Disclosure of Proposal Contents

To the extent permitted by law, the WCB will not disclose details of an Offeror's proposal, except for purposes of evaluation, prior to approval by the State Comptroller of the resulting contract(s). All material submitted becomes the property of the WCB and may be returned at the WCB's sole discretion. The WCB reserves the right to use any and all ideas (that are not identified as trade secrets) presented in any response to the RFP.

If an Offeror believes that any information in its proposal constitutes a "trade secret," as that term is defined by the New York State Freedom of Information Law, Article 6 of the Public Officers Law, and wishes that such information not be disclosed if requested by an outside party, the Offeror shall identify in the Cover Letter submitted with its proposal — specifically identifying by page number, line, or other appropriate designation — that information that is alleged to be a trade secret and shall explain in detail why such information is alleged to be a trade secret. Failure by an Offeror to submit such a letter, with its offer, identifying alleged trade secrets shall constitute a waiver by the Offeror of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to the protection of trade secrets.

The WCB will not consider Offeror information to be a trade secret if such information is not identified as being a trade secret by the Offeror and so designated in the Cover Letter submitted with the proposal, or if that information:

1. Was known to the WCB before submission of such proposal, or
2. Properly became known to the WCB thereafter through other sources, or
3. Is in the public domain.

2.11 News Releases

The Offeror cannot publicize or issue news releases pertaining to this procurement without prior written approval of the WCB's Public Information Officer, reachable at the address that follows, and then only in coordination with the WCB:

New York State Workers' Compensation Board
Public Information Officer
20 Park Street, Room 400-5
Albany, New York 12207
(518) 474-6670

2.12 Non-Endorsement

The Offeror agrees to make no reference to the WCB or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation, or the like without the express prior written consent of the WCB.

2.13 Contact with Employees

From the issuing date of this RFP, and until the contract is approved, Offeror's staff members shall not make direct contact with any WCB officer or employee, except the Issuing Officer, regarding this RFP, without prior approval of the WCB. Requests for contact should be directed to the WCB's Issuing Officer, Michelle Schultz (refer to Section 2.1).

2.14 Notification of Offerors Not Selected

Once the WCB has notified the selected Contractor, the WCB will notify in writing all other Offerors that their proposals were not selected for award. The WCB, upon request, will debrief an unsuccessful Offeror, as to why the Offeror was not selected for the award. The debriefing will be scheduled within two weeks upon receipt of request. All requests for debriefing should be submitted via email to: wcbcontracts@wcb.ny.gov.

2.15 The WCB's Rights in Awarding the Contract

In accepting, evaluating, and awarding the contract resulting from this RFP, the WCB, in its sole discretion, reserves the right to:

1. Disqualify an Offeror from receiving the award if such Offeror, or anyone in the Offeror's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
2. Revise/amend any provision of this RFP by written notification to Offerors, prior to bid opening.
3. Reject any and all proposals received as a result of this RFP.
4. Waive procedural technicalities in proposals received, after prior notification to the Offeror, including the right to waive or modify minor irregularities in the proposal or adjust/correct arithmetical errors.
5. Eliminate any requirement that is found to be unmet by all Offerors.
6. Make inquiries, by means it may choose, into the Offeror's background or statements made in the proposal to determine the truth and accuracy of all statements made therein.
7. Select and award the contract to the Offeror whose proposal represents the best value to the WCB.
8. Should the WCB determine that the negotiations with the selected Offeror will not result in a contract, begin contract negotiations with the next-best-value Offeror(s) responsive to this RFP — without again requesting proposals.
9. If the WCB terminates the contract without again requesting proposals, begin contract negotiations with the next-best-value Offeror.

2.16 Legal Compliance

All Offerors and their employees must be aware of and comply with the requirements of:

1. The New York State Public Officers Law.
2. State Finance Law §§139-j and 139-k.
3. New York State Law and Consulting Services Contracts: Pursuant to Chapter 10 of the Laws of 2006, effective June 19, 2006, all Contractors and subcontractors that provide services for State purposes pursuant to a contract must submit an annual report to the agency that awarded the contract (the Workers' Compensation Board), the Civil Service Department and the Comptroller's Office (Department of Audit and Control). The annual report must identify the number of employees employed to provide services under the

contract, the number of hours worked by those employees, the employees' total compensation under the contract as well as the types of services performed by the employees. The annual report must be submitted in every year of the contract on or before May 15th to the Issuing Officer at the WCB identified in this RFP. These annual reports will be available for public inspection and copying pursuant to the Freedom of Information Law (Public Officers Law §87).

4. Information Security Breach and Notification Act – Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data that includes private information including an individual's unencrypted personal information plus one or more of the following — social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password that permits access to an individual's financial account — must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the NYS Office of Cyber Security (OCS), and the Consumer Protection Board (CPB). Information relative to the law and notification process is available at: <http://www.dhSES.ny.gov/ocs/breach-notification/>.
5. All other applicable provisions of New York State Law.
6. All applicable codes, rules, and regulations that derive from State laws and that establish the standards for business and professional activities of State employees and govern the conduct of employees of firms, associations, and corporations in business dealings with the State.

In signing the proposal, each Offeror and subcontractor/agent warrants and represents that it has knowledge of, and is in full compliance with, those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal penalties as provided by law.

2.17 Liability and Insurance

The Contractor agrees that, during the entire duration of this Agreement, without expense to the WCB, it will procure and will maintain insurance of the kinds and in the amount hereinafter provided, from insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract, whether performed by it or by Subcontractors. Before commencing performance of this Agreement, the Contractor shall provide the WCB with certificates of insurance evidencing that all insurance required by this Agreement has been obtained. The Contractor shall provide a copy to the WCB of any notice it receives indicating its insurance policy has been changed or canceled.

The kinds and amounts of required insurance are:

1. A policy covering the obligations of the successful Contractor in accordance with the provisions of Chapter 41, Laws of 1914 as amended, known as the Workers' Compensation Law. The contract shall be void and of no effect unless the successful Contractor procures such policy and maintains it until acceptance of the work.
2. A policy or policies of Property and Casualty insurance covering the liability of the successful Contractor with respect to all work performed by the Contractor under this Agreement, which shall have limits of liability of not less than \$1,000,000 during any single occurrence and not less than \$3,000,000 aggregate during the policy period. Such policy or policies of insurance shall name the WCB and the State of New York as additional insureds.
3. A policy covering the obligations of the successful Contractor in accordance with the provisions of Article 9 of the New York State Workers' Compensation Law, known as the Disability Benefits Law. The contract shall be void and of no effect unless the successful Contractor procures such policy and maintains it until acceptance of the work.

2.18 Minority & Women Business Enterprise

Contractor requirements and procedures for business participation opportunities for New York State Certified Minority and Women-Owned business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the Workers' Compensation Board (WCB) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of WCB contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that WCB establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("M/WBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBEs

For purposes of this procurement, WCB hereby establishes an overall goal of 20% for M/WBE participation. A Contractor must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that WCB may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how WCB will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and WCB may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a, Utilization Plan on Form #**M/WBE100G –Attachment 3**, with their bid or proposal. Any modifications or changes to the Utilization Plan after the Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to WCB.
- B. WCB will review the submitted M/WBE Utilization Plan and advise the bidder of WCB acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the WCB-Mary Grace Petralito, Contracts Office, 20 Park Street, Room 304A, Albany, NY 12207 , 518-486-3332 or fax 518-486-3515, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by WCB to be inadequate, WCB shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on Form #**M/WBE101G –Attachment 4**. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. WCB may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a M/WBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If WCB determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to WCB, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly Compliance & Payment Report on Form #EEO101G - **Attachment 5** to the WCB-Michelle Schultz, Contracts Office, 100 Broadway-Menands, Room 300A, Albany, NY 12241 , 518-473-1319 or fax 518-486-3515 or email to wcbcontracts@wcb.ny.us, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan Form #EEO100G - **Attachment 6** identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the Contract.

All forms are available at:

<http://www.esd.ny.gov/MWBE.html>

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

The above forms and letter must be included in Volume II: Pricing and Contract submission. Firms are advised to refer to Section 5 for the procedure the WCB will follow in evaluating a firm's proposed M/WBE participation.

3. CONTRACT REQUIREMENTS

3.1 Objective of Project

The current workers' compensation system has a high level of WCB involvement in individual claims. The mid-1990's reengineering brought about change to the WCB internal processes with little change to external stakeholder processes. While there are a number of factors that contributed to how this system has evolved, the focus of this modernization effort envisions identifying processing efficiencies to improve overall performance for both the internal and external stakeholders.

To ensure that optimal business processes and solutions are selected, the WCB envisions conducting formal requirements gathering as an integral part of the reengineering activities. The WCB expects to evaluate not only the internal operational requirements of the WCB, but the business requirements of system stakeholders and most importantly, the service requirements for our primary customers, New York's injured workers and employers.

As the WCB expects this study to recommend dramatic and substantial changes to its technology and processes, the WCB will approach this evaluation as a large-scale Business Process Reengineering (BPR) exercise. The results of this BPR exercise will be the development of documentation that will detail recommended process and system changes, and outline how best to move forward with implementing the process and system changes that address the business, operational, and service requirements.

The Workers' Compensation System Business Process Reengineering project will achieve the following objectives:

- Make the workers' compensation process more responsive to the needs of injured workers and employers
- Maximize efficiencies within the WCB by improving turnaround times on internal processes
- Improve timely first payment of indemnity benefits
- Faster delivery of appropriate medical care
- Improve the process for reporting medical treatment
- Reduce the administrative burden on medical providers and other stakeholders
- Increase focus on dispute prevention
- Decrease unnecessary disputes
- Speed the resolution of legitimate disputes
- Decrease costs through improved processes for all stakeholders
- Improve monitoring of key performance indicators of internal and external stakeholders
- Identify and monitor internal and external system performance indicators
- Reduce reliance on paper forms

- Reduce reliance on internal and external manual processes in claims handling and adjudication

In keeping with these objectives, the WCB is seeking the assistance of a qualified contractor to provide services to execute the Business Process Reengineering project. An Offeror responding to this RFP will be expected to provide its plan for conducting the BPR activities and documenting the results to meet all of the WCB's requirements. **The Offeror shall develop detailed recommendations to support its proposed changes.** These recommendations must comply with all requirements described in this RFP. **However, the WCB, and not the successful Offeror, will be responsible for selecting the recommended changes to be implemented as a result of the BPR Activities.**

3.2 Requirement Priority

This RFP and its referenced appendices provide details on specific business process reengineering requirements, Contractor responsibilities, and other pertinent information. **The Offeror must respond to every requirement — whether designated as Mandatory, or as Necessary.** Each of the following subsections provides a narrative on the requirements, followed by a table defining the requirements to be fulfilled by the Contractor. In each table, the first column denotes the unique object numbers that are in sequential order (the Object Number should not be modified in any response); the second column contains the unique requirement identifiers which are not intended to be sequential (the Requirement ID should not be modified in any response); the third column states the requirement to be met by the consultant (Requirement); and the fourth column denotes the requirement priority as Mandatory or Necessary (Priority).

- **Mandatory** – the Offeror's proposal must meet this requirement. If the requirement is not met, the WCB may deem the proposal as non-responsive and eliminate the Offeror from further consideration. Mandatory requirements are evaluated as either pass or fail and are not included in the proposal score.
- **Necessary** – once the Offeror is under contract, the requirement is essential in fulfilling the contract. The WCB will evaluate and score Offeror responses to Necessary requirements as part of the evaluation process. The WCB will not eliminate Offerors who fail to demonstrate how they plan to meet a Necessary requirement. However, failure to demonstrate how a Necessary requirement will be fully addressed will result in a lower score.

3.3 Contractor Requirements

The Contractor will provide all of the deliverables (and fulfill all of the requirements) specified in the RFP and all its referenced appendices and attachments, and must perform all of the activities and tasks required to achieve all of the objectives, functions, outputs, and performance criteria stated therein, in a manner that is appropriate and acceptable to the WCB's management. All products and services must be consistent with New York State and federal laws and regulations. Any and all work pertaining to this contract must be performed within the United States by United States residents. Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated employer-held documentation attesting to the same for each consultant assigned work under any project awarded as a result of this solicitation. In accordance with such laws,

this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.

The WCB will only contract with a single Offeror that will be the sole point of contact with regard to all provisions of the project. If the Offeror's proposed solution includes subcontractors, the selected Offeror will be the prime Contractor and must assume full responsibility for all aspects of the project. The WCB reserves the right to approve all subcontractors and the work performed by them as part of the contract with the prime Contractor, as set forth in Section 6.8, Subcontracting. All subcontractors must be identified in the Offeror's cover letter.

The Contractor is not an agent of the WCB or the State of New York. The Contractor cannot bring suit or enter judgment on behalf of the WCB.

Submission of a proposal is an affirmation by an Offeror that its organization complies with all of the requirements and qualifications set forth in this RFP and that its organization is capable of performing the services required in a manner consistent with the terms of this RFP. The Contractor is solely responsible for meeting all requirements in this RFP.

During the life of the project, WCB management will review interim and final deliverables and evaluate them for completeness, clarity, adherence to generally recognized standards, and compliance with the WCB's intent as conveyed in this RFP. A phase or milestone will be considered complete upon approval and sign-off by the WCB.

The activities and requirements as defined in this section are based on the activities and services outlined in Section 1, Figure 1, to meet WCB's overall project objectives. The Offeror should recommend an implementation approach based on its best practices and experience, and should fully describe that approach within the technical volume of the proposal. The Offeror must respond to all requirements defined in this Section, regardless of the approach proposed by the Offeror.

Each of the following subsections provides a narrative on the requirements, followed by a table defining the requirements to be fulfilled by the consultant. In each table, the first column denotes the unique object numbers that are in sequential order (the Object Number should not be modified in any response); the second column contains the unique requirement identifiers which are not intended to be sequential (the ID should not be modified in any response); the third column states the requirement to be met by the consultant (Requirement); and the fourth column denotes the requirement priority as Mandatory or Necessary (Priority). The description of the activities and requirements in Section 3 does not imply a waterfall or sequential approach to the overall BPR project, but does identify the key elements and activities that WCB considers essential for the success of this project. It is expected that the Offeror will describe in its proposal how these activities will be performed and the requirements fulfilled based on the Offerors experience, best practices, and proposed approach. It should also be noted as a convention that is followed in this RFP, that the term 'stakeholder' includes both internal AND external stakeholders unless identified as being only internal or only external.

3.3.1 BPR Contractor Performance Requirements

Table 2 provides a description of contractor performance requirements for interaction with the WCB project team. WCB will assign a WCB Project Manager to lead and coordinate the effort

for the WCB. All deliverables, status reports, meetings, and project-related communications will go through the WCB Project Manager for proper coordination and distribution unless otherwise directed by the WCB Project Manager. The Contractor must agree to perform the activities specified below.

Table 2, Contractor Performance Requirements

Object Number	ID	Requirement	Priority
3.1.0-1	67	The Contractor for this project shall be required to adhere to the New York State Project Management Methodology as defined in the New York State Project Management Guidebook. (http://www.cio.ny.gov/pmmp/guidebook2/index.htm)	Necessary
3.1.0-2	268	The Contractor shall refine and deliver its proposed project plans consistent with agreements made during contract negotiation, including: <ul style="list-style-type: none"> • Scope Statement • Work Breakdown Structure (WBS) • Project Schedule • Staffing Plan • Quality Management Plan • Risk Management Plan • Change Management Plan • Issue Management Plan • Communication Plan 	Necessary
3.1.0-3	68	The Contractor shall meet with the WCB before the start of each major phase of the project to formally discuss and reach agreement on the detailed schedule of activities.	Necessary
3.1.0-4	267	The Contractor shall meet with the WCB to identify interim and final deliverables for each major phase of the project.	Necessary
3.1.0-5	69	The Contractor shall provide monthly status reports that supply details of the project tasks/activities, staffing, progress to schedule, and issues.	Necessary
3.1.0-6	70	The Contractor shall be available to participate in periodic status meetings onsite with the WCB's project team.	Necessary
3.1.0-7	178	The Contractor shall participate in the WCB's Executive Oversight Committee meetings and Communications Strategy Team meetings as necessary.	Necessary
3.1.0-8	179	The Contractor shall record and distribute minutes of project meetings.	Necessary
3.1.0-9	71	The Contractor shall be available to travel to the WCB's various locations throughout the State for the duration of this project.	Necessary
3.1.0-10	180	The Contractor shall participate in the WCB's mandatory training classes. It is expected that the amount of time to be spent on training over the duration of the contract is less than 8 hours per consultant.	Necessary

3.3.2 BPR Planning Requirements

The Business Process Reengineering Plan phase will enable the WCB to learn from system stakeholders how to improve the system by making it more responsive to customer needs while driving internal and external efficiencies. This phase will define the required business process changes as well as requirements for a technology. The Contractor must agree to perform the business process reengineering plan activities specified below.

3.3.2.1 Outreach and Discovery

The outreach and discovery activities enable gaining a solid understanding of the current system and its stakeholders to develop a strategic vision for the future. The Strategic Vision Document describes the stakeholders' envisioned business process direction and future workers' compensation system. It also summarizes the newly identified needs and business objectives in terms of specific, measurable, achievable, realistic and time-bound ('SMART') goals.

During the development of the Strategic Vision Document, and all other deliverables produced under this project, the WCB expects that the Contractor will produce interim deliverables to WCB to facilitate discussion on the deliverables to ensure it will fulfill the needs and requirements of WCB. It should also be noted that as a convention followed in this RFP, the term 'stakeholder' includes both internal AND external stakeholders unless specifically identified as being only internal or only external.

Contractor requirements for outreach and discovery are described in Table 3.

Table 3, Outreach and Discovery Requirements

Object Number	ID	Requirement	Priority
3.2.1.0-1	176	The Contractor shall work jointly with the WCB to identify all stakeholders of the workers' compensation system to participate in the envisioning and elicitation activities.	Necessary
3.2.1.0-2	4	The Contractor shall collaborate with the WCB identified stakeholders to envision the improved future workers' compensation system for New Yorkers.	Necessary
3.2.1.0-3	193	The Contractor shall collectively, with stakeholder input, define the business needs of all stakeholders with regard to the workers' compensation system.	Necessary
3.2.1.0-4	194	The Contractor shall collectively, with stakeholder input, establish project goals and align expectations.	Necessary
3.2.1.0-5	6	The Contractor shall transform the project objectives stated in this RFP into specific, measurable, achievable, realistic, time-bound ('SMART') objectives.	Necessary
3.2.1.0-6	7	The Contractor shall document an understanding of the current system and business activities and document the current challenges and barriers.	Necessary
3.2.1.0-7	243	The Contractor shall document an understanding of, and document the WCB's current organization and its physical space.	Necessary
3.2.1.0-8	5	The Contractor shall document the results of its outreach and discovery activities in a strategic vision document as described in Attachment 2.	Necessary
3.2.1.0-9	191	The Contractor shall deliver a strategic vision document as described in Attachment 2.	Necessary

3.3.2.2 Assessment

Assessment activities include reviewing, observing and analyzing characteristics of the current system and identifying actions for aligning the system (stakeholders, processes and technology) with the strategic vision. The Assessment Report produced through these activities summarizes and captures relevant information about the current NYS workers' compensation organization, business processes and technology systems, workers' compensation industry best practices, KPIs and benchmarks. It also summarizes the limitations of the current situation that make it unable to respond to these factors, identifies business requirements gaps, identifies data and information gaps to fulfill to achieve the desired KPIs and benchmarks, and summarizes the justification for and nature of needed change.

Contractor requirements for assessment activities are described in Table 4.

Table 4, Assessment Requirements

Object Number	ID	Requirement	Priority
3.2.2.0-1	8	The Contractor shall analyze current challenges in the existing system and identify root causes of performance breakdowns.	Necessary
3.2.2.0-2	192	The Contractor shall conduct identify and analyze gaps between the existing system and the strategic vision.	Necessary
3.2.2.0-3	198	The Contractor shall identify proposed changes needed to respond to the current challenges and problems discovered.	Necessary
3.2.2.0-4	9	The Contractor shall identify opportunities for improvement including identifying minor changes that, if implemented outside the core of this project, would initiate savings.	Necessary
3.2.2.0-5	10	The Contractor shall analyze processes to identify process steps and to identify what data is needed at different points in the process.	Necessary
3.2.2.0-6	177	The Contractor shall analyze the availability, accessibility and quality of WCB data for measuring workers' compensation system performance.	Necessary
3.2.2.0-7	195	The Contractor shall analyze the current (as-is) process levels to determine its quality and value to the overall process.	Necessary
3.2.2.0-8	242	The Contractor shall assess the WCB's ability to support meeting its business objectives.	Necessary
3.2.2.0-9	12	The Contractor shall identify key performance indicators and benchmarks, and in concert with WCB, shall define, document and review procedures for measuring progress toward fulfilling the strategic vision.	Necessary
3.2.2.0-10	13	The Contractor shall establish measurements to tracks costs and receipt of claimant benefits.	Necessary
3.2.2.0-11	11	The Contractor shall advise the WCB on workers' compensation industry best practices.	Necessary
3.2.2.0-12	196	The Contractor shall document the results of its assessment activities in an assessment report as described in Attachment 2.	Necessary
3.2.2.0-13	197	The Contractor shall deliver an assessment report as described in Attachment 2.	Necessary

3.3.2.3 Communication, Information and Training

Once underway, it will be imperative to inform system stakeholders about the nature of the project and its progress. The contractor will be responsible for ensuring appropriate and sufficient

stakeholder participation as well as communication programs in place during the conduct of the business process reengineering project.

Communications requirements for the BPR planning phase are described below.

Table 5, Communication, Information and Training Requirements

Object Number	ID	Requirement	Priority
3.2.3.0-1	216	The Contractor shall utilize multiple modes of communication to engage all stakeholders throughout the BPR project.	Necessary
3.2.3.0-2	218	The Contractor shall keep all stakeholders informed of project progress throughout the BPR project.	Necessary
3.2.3.0-3	219	The Contractor shall assist in managing the expectations of all stakeholder groups.	Necessary
3.2.3.0-4	26	The Contractor shall conduct a change readiness assessment to determine the degree to which stakeholders are ready and capable of implementing the changes, and document the results in the assessment report.	Necessary
3.2.3.0-5	217	The Contractor shall develop an approach to addressing barriers to the implementation of the future system.	Necessary
3.2.3.0-6	189	The Contractor shall be responsible for feedback and follow-up of outreach activities, acting as the communications conduit between the WCB and workers' compensation system stakeholders.	Necessary

3.3.2.4 Develop BPR Recommendations

The business process reengineering project should include recommendations for improving operating efficiencies and service to claimants through whatever means appropriate, including the use of technology, changes to the statute and rules and regulations, changes to business operations, and organizational changes. The Envisioned Solution Description produced through these activities documents the concept for a new reengineered workers' compensation system. It specifies the envisioned redesign at a high level and from the viewpoints of all system stakeholders. It identifies opportunities for process improvement and opportunities for information technology to support the business processes to meet all stakeholder needs. The Envisioned Solution Description summarizes the operational, organizational, informational data and regulatory impacts of the proposed redesign and highlights the advantages and limitations of the proposed solution. It also describes the major alternatives considered, the trade-offs among them (including costs, benefits and risks), and rationale for the decisions reached.

Contractor requirements for developing BPR recommendations are described in Table 6.

Table 6, Develop BPR Recommendations Requirements

Object Number	ID	Requirement	Priority
3.2.4.0-1	19	The Contractor shall develop workers' compensation system strategies in the areas of organizational planning, business process reengineering, stakeholder outreach and communication, workforce transition, information technology, and training.	Necessary

New York State Workers' Compensation Board**Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project**

Object Number	ID	Requirement	Priority
3.2.4.0-2	14	The Contractor shall develop and implement approaches to facilitate the review, prioritization and recommendation of BPR transformation activities.	Necessary
3.2.4.0-3	15	The Contractor shall estimate and analyze the costs of implementing potential strategies.	Necessary
3.2.4.0-4	17	The Contractor shall analyze the expected benefits (in terms of timely delivery of benefits, touchpoints for the paperwork/processes) to be gained from implementing potential strategies.	Necessary
3.2.4.0-5	200	The Contractor shall determine the return on investment (ROI) associated with implementing each potential strategy.	Necessary
3.2.4.0-6	202	The Contractor shall identify the risks associated with each potential strategy.	Necessary
3.2.4.0-7	16	The Contractor shall identify and compare alternatives for implementing potential strategies.	Necessary
3.2.4.0-8	24	The Contractor shall analyze and describe the advantages and disadvantages (limitations) of each potential strategy.	Necessary
3.2.4.0-9	25	The Contractor shall describe the alternatives and tradeoffs considered while deriving its recommendations.	Necessary
3.2.4.0-10	203	The Contractor shall provide a description of its recommended business process and organizational changes.	Necessary
3.2.4.0-11	22	The Contractor shall identify and describe the operational and organizational impacts of its recommended changes.	Necessary
3.2.4.0-12	23	The Contractor shall identify and describe the regulatory and statutory impacts of its recommended changes.	Necessary
3.2.4.0-13	247	The Contractor shall analyze the regulatory impacts of its recommended solution and document the corresponding statute, rule, and administrative processes that will require change.	Necessary
3.2.4.0-14	204	The Contractor shall identify and document the impacts anticipated during the transition from the current system to the future system.	Necessary
3.2.4.0-15	205	The Contractor shall describe and document its concept for support and governance of the future system including stakeholder communication and education.	Necessary
3.2.4.0-16	199	The Contractor shall document the results of its BPR recommendations activities in an envisioned solution description as described in Attachment 2.	Necessary
3.2.4.0-17	201	The Contractor shall deliver an envisioned solution description as described in Attachment 2.	Necessary

3.3.2.5 Develop Target Environment Description

The culmination of the envisioning activities will build on the vision for the new WCB processes by documenting how the envisioned solution will impact the WCB processes and environment. The Target Environment Description documents provides details about the future environment in terms of: process design, organization structure, facilities design, plans for addressing regulatory impacts and technology solution description and requirements. The WCB elements of the Target Environment should be documented in sufficient detail for a comprehensive cost analysis and implementation plan to be developed for the envisioned solution. External stakeholder business

processes should be documented at a higher level, to provide a complete understanding of the WCB-to-carrier touch points.

Contractor requirements for developing the Target Environment Description are included in Table 7.

Table 7, Develop Target Environment Description Requirements

Object Number	ID	Requirement	Priority
3.2.5.0-1	244	The Contractor shall develop a detailed to-be process design including process narratives and process models for all WCB and stakeholder process changes described in the envisioned solution document.	Necessary
3.2.5.0-2	245	The Contractor shall develop and deliver an organization plan describing its recommendations for aligning the organization with the reengineered business processes within the constraints of the NYS Civil Service system.	Necessary
3.2.5.0-3	249	The Contractor shall assess skill gaps and determine training needs to successfully implement the reengineered business processes and transition to the target organization.	Necessary
3.2.5.0-4	250	The Contractor shall assess the workforce and develop redeployment strategies for transitioning to the target organization.	Necessary
3.2.5.0-5	246	The Contractor shall deliver a facilities design plan describing the physical space requirements for the reengineered business processes including the evaluation of remote workforce capability.	Necessary
3.2.5.0-6	248	The Contractor shall provide separate implementation plans for those aspects of the revised process that require changes to the statute and rules and regulations, versus those changes that can be handled administratively by the WCB.	Necessary
3.2.5.0-7	31	The Contractor shall identify and document, at a conceptual level, alternative technology solution approaches that would enable the recommended BPR solution.	Necessary
3.2.5.0-8	206	The Contractor shall analyze and compare technology solution alternatives in terms of costs, benefits, risks and ability to meet performance goals.	Necessary
3.2.5.0-9	258	The Contractor shall describe the conceptual design of the envisioned technology solution.	Necessary
3.2.5.0-10	259	The Contractor shall identify and describe the benefits of the envisioned technology solution.	Necessary
3.2.5.0-11	207	The Contractor shall specify the functional and nonfunctional technology solution requirements.	Necessary
3.2.5.0-12	251	The Contractor shall specify the data and reporting requirements for the target environment.	Necessary
3.2.5.0-13	252	The Contractor shall provide data models of the conceptual and logical data design.	Necessary
3.2.5.0-14	208	The Contractor shall specify the technology transition requirements including data conversion and migration, training, outreach, and other related changes to reach the desired target environment.	Necessary
3.2.5.0-15	209	The Contractor shall document the results of its technology approach assessment in a target environment description as described in Attachment 2.	Necessary
3.2.5.0-16	263	The Contractor shall specify its recommendations for security and privacy.	Necessary

Object Number	ID	Requirement	Priority
3.2.5.0-17	264	The Contractor shall specify its recommendations for continuity of operations for both business and technical requirements.	Necessary
3.2.5.0-18	265	The Contractor shall specify its recommendations for the transmission of data.	Necessary
3.2.5.0-19	210	The Contractor shall deliver a target environment description as described in Attachment 2.	Necessary

3.3.2.6 Business Case and Proposal Development

The Business Case and Project Proposal are the defining documents of the project, providing information necessary to support the decision of whether or not to launch the project. The Business Case must identify an existing business need and lay the foundation for developing a potential solution to meet that need. The Business Case must provide a compelling case for the project. The cost of implementing the solution must be estimated and compared to the benefits gained. The proposal must include a description of the solution being proposed as well as others that have been considered. The proposal describes why the proposed solution was selected and why the others were not. The proposal also summarizes the strategy to be used to deliver the project and identifies high-level milestones. Contractor requirements for business case and proposal development are described in Table 8.

Table 8, Business Case and Proposal Development Requirements

Object Number	ID	Requirement	Priority
3.2.6.0-1	33	The Contractor shall develop and document a business case that provides a compelling case for the proposed transformation activities.	Necessary
3.2.6.0-2	211	The Contractor shall develop project proposal(s) for the transformation activities.	Necessary
3.2.6.0-3	212	The Contractor shall include the costs, benefits and risks associated with each project proposal.	Necessary
3.2.6.0-4	213	The Contractor shall deliver a business case/project proposal(s) as described in Attachment 2.	Necessary

3.3.2.7 Develop Recommendations Roadmap

The Recommendations Roadmap is a blueprint for implementing the solution and includes information regarding process, organization, technology and transition activities to assist with a go or no-go decision. The roadmap describes the WCB vision for transformation supported by a detailed implementation approach and transformation schedule.

Contractor requirements for the recommendation roadmap development are described in Table 9.

Table 9, Develop Roadmap Requirements

Object Number	ID	Requirement	Priority
3.2.7.0-1	20	The Contractor shall develop and document a recommendations roadmap for implementing its recommended BPR solution as described in Attachment 2.	Necessary

Object Number	ID	Requirement	Priority
3.2.7.0-2	18	The roadmap shall be a time-phased strategic plan that takes into account other ongoing WCB modernization projects.	Necessary
3.2.7.0-3	215	The Contractor shall document the approach to implementing its recommended improvements and transformation activities.	Necessary
3.2.7.0-4	32	The Contractor shall define and document key actions to implement the recommended improvements and transformation activities.	Necessary
3.2.7.0-5	214	The Contractor shall identify and document, time frames and resource requirements associated with each key action.	Necessary
3.2.7.0-6	269	The Contractor shall assess and document stakeholder readiness for adopting the proposed changes.	Necessary

3.3.3 BPR Implementation Requirements

After the completion of the BPR Plan phase, the WCB will examine all recommendations and determine the implementation strategy including whether to build or buy elements of the proposed solution. Depending on the outcomes of the WCB's examination, there may be multiple subprojects undertaken during the BPR Implementation Phase.

3.3.3.1 Project Initiation

The Project Initiation activity builds upon the project planning work performed during the BPR Plan phase. These tasks are applicable to each implementation project undertaken as a result of the BPR Plan. For each subproject, the project planning documentation covering the project scope, schedule, and budget are refined and confirmed, and risk assessment activities advance to the mitigation stage. The initial Business Case/Project Proposal and Recommendation Roadmap documents are further developed, enhanced, and refined until they form a definitive plan for the rest of the project. Contractor requirements for project initiation during the BPR Implementation phase are described in Table 10.

Table 10, Project Initiation Requirements

Object Number	ID	Requirement	Priority
3.3.1.0-1	224	The Contractor shall assist the WCB with identifying the necessary resources to further develop the project parameters – costs, scope, schedule and quality.	Necessary
3.3.1.0-2	225	The Contractor shall assist the WCB in further defining project cost, scope, schedule and quality.	Necessary

Object Number	ID	Requirement	Priority
3.3.1.0-3	226	The Contractor shall assist the WCB in developing initial project management planning documentation for the selected approach, to include: <ul style="list-style-type: none"> • Scope Statement • Work Breakdown Structure (WBS) • Project Schedule • Staffing Plan • Quality Management Plan • Risk Management Plan • Change Management Plan • Issue Management Plan • Communication Plan . 	Necessary
3.3.1.0-4	227	The Contractor shall assist the WCB in developing a project charter.	Necessary
3.3.1.0-5	228	The Contractor shall assist the WCB with identifying and documenting an initial set of risks that have potential to threaten the project.	Necessary
3.3.1.0-6	229	The Contractor shall assist the WCB with updating the Business Case/Project Proposal and Recommendation Roadmap.	Necessary

3.3.3.2 Quality Assurance Program Development

The WCB desires assistance with creating a Quality Assurance program to provide oversight of the business process reengineering project’s process. The QA program would include activities associated with ongoing process of review, feedback, and monitoring of project processes and results. Contractor requirements for quality assurance during the BPR Implementation phase are described in Table 11.

Table 11, Quality Assurance Program Requirements

Object Number	ID	Requirement	Priority
3.3.2.0-1	36	The Contractor shall establish and document a Quality Assurance Program that includes plans and procedures for: <ul style="list-style-type: none"> • providing independent and objective feedback to management on the state of the project • ensuring the project processes and results meet stakeholder requirements • improving project performance (on time, on budget) • improving business process performance (relative to operational performance measures) • improving efficiency through early identification of “defects” • identifying and mitigating project risks before they become issues • reporting problems and corrective actions 	Necessary
3.3.2.0-2	38	The Contractor shall define and execute a QA Training Plan for transitioning knowledge to quality assurance staff identified by the WCB.	Necessary
3.3.2.0-3	221	The Contractor shall conduct QA training and knowledge transfer to the WCB’s staff.	Necessary
3.3.2.1	222	QA Program Deliverables	n/a
3.3.2.1.0-1	60	The Contractor shall deliver a Quality Assurance Plan.	Necessary
3.3.2.1.0-2	220	The Contractor shall deliver QA process and procedure documentation.	Necessary
3.3.2.1.0-3	61	The Contractor shall deliver a QA Training Plan.	Necessary

3.3.3.3 Independent Verification and Validation (IV&V) Tasks

The WCB requires Independent Verification and Validation (IV&V) services and resources during the Reengineering Implementation Phase to ensure its requirements for the Workers' Compensation System BPR are met within the solution provided by the selected implementation contractor. The IV&V contractor will be wholly independent of the implementation contractor and will answer directly to the WCB or designated representative. Contractor requirements for IV&V during the BPR Implementation phase are described in Table 12.

Table 12, IV&V Requirements

Object Number	ID	Requirement	Priority
3.3.3.0-1	40	The IV&V Contractor shall work collaboratively with the implementation vendor and the WCB to ensure that quality goals are achieved and proven.	Necessary
3.3.3.0-2	41	The IV&V Contractor shall act in an independent oversight role for the WCB and verify achievement of quality goals.	Necessary
3.3.3.0-3	42	The IV&V Contractor shall determine how well the implemented solution satisfies the stakeholders' needs.	Necessary
3.3.3.0-4	43	The IV&V Contractor shall determine how well the implemented technology solution satisfies its intended use.	Necessary
3.3.3.0-5	44	The IV&V Contractor shall determine how well the implemented technology solution conforms to requirements, standards, practices and conventions for the recommended solution.	Necessary
3.3.3.0-6	45	The IV&V Contractor shall define measurable quality criteria for each iterative milestone during the project, as well as the final version of the solution. An "iterative milestone" is a point at which an inspection can be conducted to measurably verify the achievement of a set of requirements and/or tasks and quality goals associated with deliverables.	Necessary
3.3.3.0-7	46	The IV&V Contractor shall verify and validate the achievement of requirements and/or tasks and associated quality goals for each iterative milestone.	Necessary
3.3.3.0-8	52	The IV&V Contractor shall assist the WCB with identifying, assessing, and reporting on risks.	Necessary
3.3.3.1	59	IV&V Deliverables	n/a
3.3.3.1.0-1	62	The IV&V Contractor shall deliver monthly reports including: - risk assessment reports - status and summary of IV&V activities.	Necessary

3.3.3.4 Stakeholder Communication, Information and Training Tasks

Contractor requirements for communication, information and training during the BPR Implementation phase are described in Table 13.

Table 13, Stakeholder Communication, Information and Training Requirements

Object Number	ID	Requirement	Priority
3.3.4.0-1	65	The Contractor shall continue communication, information and training activities from the reengineering planning phase during the implementation phase.	Necessary

3.4 Contractor and Personnel Experience Requirements

3.4.1 Contractor Experience

WCB requires substantial experience and expertise, and Offerors must demonstrate that experience through verifiable references. The experience must be relevant, and must be for services comparable, in scale and scope, to the WCB's operation. The WCB understands that there may be a need for a potential Contractor to use one or more Subcontractors to satisfy certain requirements. If subcontracting is required, it is critical that the Offeror must demonstrate experience with such an operation, again of comparable scale and scope, and the Offeror must demonstrate a sound management plan to ensure Subcontractor's compliance with all contract provisions. WCB reserves the right to approve all Subcontractors as part of this contract.

The Contractor must have had recent experience similar to the project as described in this RFP and possess the ability to fulfill all the services and conditions required. Table 14 specifies the requirements for Contractor experience.

Table 14, Contractor Experience Requirements

Object Number	ID	Requirement	Priority
3.4.1.0-1	73	The Contractor shall have experience delivering business process reengineering projects in the past three years that are similar in scale and scope to the project described in this RFP.	Mandatory
3.4.1.0-2	75	The Contractor shall have experience working for the regulating agency in jurisdictions that administer workers' compensation processes or other social insurance or health systems.	Mandatory
3.4.1.0-3	190	The Contractor shall have experience with claims resolution systems.	Necessary
3.4.1.0-4	76	The Contractor shall have experience with strategic and tactical planning for optimizing business processes and systems that drive business results.	Necessary
3.4.1.0-5	77	The Contractor shall have experience with organizational change management.	Necessary
3.4.1.0-6	78	The Contractor shall have experience in system design.	Necessary
3.4.1.0-7	74	The Contractor's experience shall be verified by two references from entities for which it has delivered projects (as described in response to requirement ID 73 and 75).	Mandatory

3.4.2 Contractor Key Personnel

The Contractor must provide necessary staff to conduct the phases of the project defined in the RFP, to perform all of the required tasks, and produce all required deliverables. The WCB requires that the Offerors provides a project staffing plan that includes, at a minimum, the following key staff roles (positions) and any other roles that it considers instrumental to the project. The staffing plan will also indentify the timeframe the role will be involved, level at which they will participate over that timeframe, and the timeframe that the role will be at WCB versus located remotely.

- **Project Manager** – Responsible for execution and coordination of all aspects of the Contractor's project plan and schedule; provides the primary point of contact for the WCB, also has authority to act on behalf of the Contractor.

- **Lead Business Analyst** – Acts as a liaison among stakeholders and recommends solutions that will meet stakeholder needs and enable the WCB to achieve its goals.
- **Outreach Specialist** – Responsible for communicating and promoting the envisioned workers' compensation system to public and private organizations, and professional associations.
- **Legal Liaison** – Responsible for the identification of all statutes and rules and regulations that affect the “as-is” workers' compensation system and the envisioned solution.

In addition to these key staff roles, the Contractor should identify any other staff that is considered instrumental in the project's successful completion, such as the other Business Analysts to be used on the project. Persons identified for the positions described above are considered key personnel for the project, and the WCB requires the Contractor to provide for the continuity of key personnel for the duration of the project. Substitutions for such key personnel cannot be made without WCB approval. Should it become necessary to replace the key staff, the Contractor must provide replacement staff with equal or superior skills and qualifications.

Table 15 specifies the requirements for key personnel.

Table 15, Contractor Key Personnel Requirements

Object Number	ID	Requirement	Priority
3.4.2.0-1	82	The Contractor shall appoint key personnel to be responsible for coordinating with the WCB and managing project activities.	Necessary
3.4.2.0-2	101	The Contractor shall provide continuity of appointed Key Personnel through the life of the contract.	Necessary
3.4.2.0-3	84	Should it become necessary to replace the key personnel, the Contractor shall provide a replacement with skills comparable to those of the proposed staff.	Necessary
3.4.2.0-4	83	The Contractor shall obtain approval from the WCB prior to replacing key personnel.	Necessary
3.4.2.1	181	Project Manager	n/a
3.4.2.1.0-1	80	The Project Manager shall have a minimum of three years of experience directing business process improvement or reengineering projects of similar scale and scope.	Necessary
3.4.2.1.0-2	85	The Project Manager shall be devoted full-time to the project.	Necessary
3.4.2.1.0-3	86	The Project Manager shall possess current PMP certification.	Necessary
3.4.2.1.0-4	89	The Project Manager shall have the authority to act as the primary contact between the Contractor and the WCB.	Necessary
3.4.2.1.0-5	90	The Contractor shall designate a single point of contact that will be available to the WCB, if the Project Manager is temporarily unavailable.	Necessary
3.4.2.2	182	Business Analysts	n/a
3.4.2.2.0-1	91	The Lead Business Analyst shall have a minimum of five years experience performing business process improvement or reengineering studies comparable to the WCB's project in scale and scope.	Necessary
3.4.2.2.0-2	183	The Lead Business Analyst shall have experience working for the regulating agency in jurisdictions that administer workers' compensation processes or other social insurance or health systems.	Necessary
3.4.2.2.0-3	260	The Business Analysts shall have a minimum of three years experience performing business process improvement or reengineering studies comparable to the WCB's project in scale and scope.	Necessary

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

Object Number	ID	Requirement	Priority
3.4.2.2.0-4	92	The Business Analysts shall have experience with defining business needs.	Necessary
3.4.2.2.0-5	93	The Business Analysts shall have experience with gap analysis (comparing the current state and desired future state in order to identify differences that need to be addressed).	Necessary
3.4.2.2.0-6	94	The Business Analysts shall have experience determining a solution approach and defining solution scope.	Necessary
3.4.2.2.0-7	95	The Business Analysts shall have experience defining a business case.	Necessary
3.4.2.2.0-8	184	The Business Analysts shall have experience with Enterprise Modeling tools (preferably ProVision version 6.24 or later).	Necessary
3.4.2.3	185	Outreach Specialist	n/a
3.4.2.3.0-1	96	The Outreach Specialist shall have professional experience promoting and representing programs and services to public and/or private organizations, and professional associations for the purpose of increasing participation in or utilization of the programs and services.	Necessary
3.4.2.3.0-2	97	The Outreach Specialist shall have communication planning experience including: <ul style="list-style-type: none"> • identifying key messages • crafting key messages for specific audiences • developing Frequently Asked Questions (FAQs) • facilitating widely attended events • identifying communication channels • developing communication action plans and timelines. 	Necessary
3.4.2.3.0-3	98	The Outreach Specialist shall have experience conducting stakeholder analysis (the process of examining the needs, sentiments and characteristics of key individuals who have a stake in the project).	Necessary
3.4.2.3.0-4	99	The Outreach Specialist shall have experience conducting outreach to engage stakeholders and communicate project value to the stakeholders.	Necessary
3.4.2.4	186	Legal Liaison	n/a
3.4.2.4.0-1	100	The Legal Liaison shall have experience identifying and assessing statutory, regulatory, and other policy changes.	Necessary
3.4.2.4.0-2	187	The Legal Liaison shall have experience in developing and delivering statutory, regulatory and policy change presentations and briefings to necessary stakeholders.	Necessary
3.4.2.5	240	Additional Personnel	n/a
3.4.2.5.0-1	81	The Contractor shall provide any staff necessary to conduct the phases of the project defined in the RFP, to perform all of the required tasks, and produce all required deliverables.	Necessary
3.4.2.5.0-2	241	The WCB reserves the right to identify additional key personnel requirements for the implementation phase including but not limited to: <ul style="list-style-type: none"> • Quality Assurance (QA) Specialist • IV&V Specialist 	Necessary

3.4.3 Project Constraints

In addition to satisfying all the requirements listed above, the Contractor must agree to the project constraints identified in Table 16. It should be noted for purposes of planning by the Offeror, that the WCB will be able to provide 3-5 FTEs over the duration of the project to support the Reengineering Planning activities, with additional expertise provided on an as-needed basis.

Table 16, Project Constraints

Object Number	ID	Requirement	Priority
3.4.3.0-1	104	The final reengineered solution may result in additional RFPs for the implementation of the BPR solution. The Contractor shall be precluded from bidding on this work.	Necessary
3.4.3.0-2	105	Completion of this project, with corresponding tasks, shall be contingent upon satisfactory turnover of all deliverables by the Contractor and review and approval of those deliverables by the WCB.	Necessary
3.4.3.0-3	188	The Contractor shall not assume approval of a deliverable if there is no response from the WCB. Approval by default is not permitted.	Necessary
3.4.3.0-4	106	The WCB prefers that the work requiring interaction with WCB staff be performed at the NYS Workers' Compensation Board offices. Office space will be provided as needed.	Necessary
3.4.3.0-5	107	The Contractor shall refine its project proposal documentation and plans to be consistent with agreements made during contract negotiation.	Necessary
3.4.3.0-6	272	Contractor work that is not performed at NYS WCB offices shall be performed within the United States by employees and approved independent contractors who are United States residents.	Necessary

4. RESPONSE REQUIREMENTS

4.1 Overview

To facilitate the evaluation process and ensure fairness to each Offeror, this section provides a complete description of the material and information required as part of the Offeror's response. The WCB desires a concise response that strictly conforms to the specifications in this section. Each Offeror's proposal must comply with the response requirements presented in this section. The WCB will evaluate an Offeror's proposal for conformance to the detailed specifications provided in the description for each response requirement. **The WCB may deem a proposal non-responsive and remove the Offeror from consideration for failure to provide the information required or for failure to submit a proposal in the required format.**

The Offeror must respond to all requirements, describing its approach to satisfying each requirement.

4.2 General Procedures

Offerors must submit a complete proposal in response to this RFP, using the format and forms provided in this section and the Appendices. Submission of the Offeror's proposal, along with the Cover Letter, shall be construed by the WCB as the Offeror's acceptance of the procedures, evaluation criteria, and other administrative instructions in this RFP.

Offerors' proposals must include a signed Cover Letter, a comprehensive Table of Contents for their complete response, a Technical Volume (Volume I), and a Cost Volume (Volume II) as described in paragraphs 4.3, 4.4, and 4.5, respectively, of this RFP. The Offeror's proposal must also include a completed Requirements Traceability Matrix, Appendix F, which indicates where in the Offeror's proposal each requirement is discussed.

Offerors must deliver proposals to the Workers' Compensation Board Issuing Office no later than 2:00 PM ET on the date specified in Table 1, RFP Calendar, found in Section 2.3. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The WCB will not accept faxed or e-mailed proposals. The Offeror's proposal must meet the response requirements listed in this Section.

Offerors must submit the Cover Letter, Volume I, and Volume II in separate sealed packages. Do *not* submit bound (e.g., spiral- or cloth-bound) volumes. Clearly identify any attachment with the Offeror's name on a cover sheet that is firmly attached to the document. Clearly identify any unattached documents with the Offeror's name on each page of the document.

In order to promote uniformity of preparation and to facilitate review, proposals should be printed on standard 8½ by 11-inch white paper and be organized in accordance with the format set forth in this RFP. Illustrations that support the text must be simple, direct, and sized to fit on 8 ½ by 11-inch paper. Illustrations and photographs must be reproducible in black and white without obscuring their distinctive information.

Table 17, Response Requirement

Object Number	ID	Requirement
4.2.0-1	109	Offerors shall deliver proposals to the Workers' Compensation Board Issuing Office no later than 2:00 PM ET on the date specified in the RFP Schedule.
4.2.0-2	110	The Offeror shall submit a signed Cover Letter on official business letterhead as part of its proposal submission.
4.2.0-3	111	The Offeror's Cover Letter shall contain the signature of an official authorized to bind the Offeror to the RFP provisions.
4.2.0-4	112	The Offeror shall submit a separate Technical Volume (Volume I) as specified in the RFP.
4.2.0-5	113	The Offeror shall submit a separate Cost Volume (Volume II) as specified in the RFP.

4.3 Cover Letter

The Offeror must submit on its official business letterhead a Cover Letter with the contents specified in Table 18. If an Offeror has any issues or anticipated difficulty with any contract provision delineated in Section 6 of this RFP, a statement that explicitly sets forth those issues must be included. **The WCB will not negotiate any issue with a selected Offeror if the issue was not raised in the Cover Letter.** The WCB reserves the right to reject any or all issues raised by the Offeror and to require full acceptance of the terms of this RFP.

Table 18, Cover Letter Requirements

Object Number	ID	Requirement
4.3.0-1	115	The Offeror's Cover Letter shall contain the following information regarding the Offeror's official representative for its proposal: <ul style="list-style-type: none"> • Name of Offeror's official representative, • Title, • Name of company, • Address, • Telephone number, • FAX number, and • E-mail address of the Offeror's representative.

Object Number	ID	Requirement
4.3.0-2	117	The Offeror's Cover Letter shall contain the names of all SubContractors involved in the Offeror's response (if applicable).
4.3.0-3	118	The Offeror's Cover Letter shall contain a statement certifying that the proposal shall remain valid for at least 365 days.
4.3.0-4	119	The Cover Letter shall include a statement that, if awarded the contract, the Contractor will comply with all the requirements set forth in this RFP, including the contract terms and conditions in the Contract Provisions section, the appended Standard Clauses for all New York State Contracts in Appendix A, and the Information for Contractors in Appendix B, except as may be hereinafter modified and accepted by the WCB.
4.3.0-5	120	The Cover Letter shall include a statement that, if awarded the contract, the Contractor will comply with all the requirements set forth in this RFP, including the contract terms and conditions in the Contract Provisions section, the attached Standard Clauses for all New York State Contracts, and Executive Order 127, State Finance Law §§139-j and 139-k, except as may be hereinafter modified and accepted by the WCB.
4.3.0-6	121	The Cover Letter shall include a Statement of Integrity stating whether any principal, officer, or member of the firm has ever been convicted of a crime of fraud or dishonesty, or whether any such person is currently under indictment for a crime of fraud or dishonesty. The Offeror may, if desired, provide an attestation as to the business and personal integrity of their firm or any principal or member of the firm. Included in this component could be any independent statement regarding the integrity of the firm or its members in relation to Financial/Security services
4.3.0-7	122	The Offeror's Cover Letter shall specifically identify by page number, line, or other appropriate designation, that information that it alleges to be a trade secret and shall explain in detail why such information is allegedly a trade secret.

4.4 Volume I, Technical Volume, Format

The Offeror must submit ten paper copies of Volume I, and two softcopies in MS Office 2010 compatible format on a CD (read-only format). Each copy must be clearly identified on the cover or label with the Offeror's name and the words "NYS Workers' Compensation Board, Workers' Compensation System Business Process Reengineering RFP Volume I, Technical Volume." Proposals must be securely sealed and clearly labeled. Any outside packaging containing Volume I copies must be clearly marked with the words "NYS Workers' Compensation Board, Workers' Compensation System Business Process Reengineering RFP, Volume I, Technical Volume." Note: **DO NOT PLACE ANY COST DATA IN THE TECHNICAL VOLUME.**

Volume I must contain a complete description of the Offeror's technical response prepared in compliance with the requirements described in this RFP.

An Offeror's proposal must address, item by item, how it will satisfy each requirement. The proposal must provide responses for each requirement in Section 3. The Offeror must complete the requirements-traceability matrix showing not only the detailed technical requirements but also the page numbers within its proposal that address them. Appendix F provides the format for the requirements-traceability matrix.

A proposal that fails to include a required response to a Mandatory requirement will receive a failing score for that mandatory requirement. The WCB reserves the right to reject a proposal in its entirety if the Offeror fails to provide information for (or respond to) a Mandatory element.

Volume I of the Offeror's proposal must comply with the requirements in Table 19.

Table 19, Technical Volume Format

Object Number	ID	Requirement
4.4.0-1	124	The Offeror shall submit ten paper copies and two softcopies on CD of the Technical Volume in a Microsoft Office 2010 compatible format.
4.4.0-2	125	Volume I of the Offeror's proposal shall include a Title page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Offeror firm.
4.4.0-3	126	Volume I of the Offeror's proposal shall include a Table of Contents that reflects the areas identified in Technical Volume Content. The Table of Contents should identify each major section of the Offeror's proposal, along with its initial-page number.
4.4.0-4	127	The Offeror's Technical Volume shall include a completed requirements traceability matrix showing the detailed technical requirements and the numbers of the pages within its proposal that address them (in accordance with <i>Appendix F</i> of the RFP).

4.5 Volume I, Technical Volume, Content

The Offeror should provide a complete technical volume addressing all requirements and detailing how it intends to address each requirement in the RFP — providing the information necessary for the WCB to evaluate the proposed solution. A number of additional plans and documents are required as part of the response, and they will also be evaluated by the WCB and included in the Technical Score to ensure the completeness and feasibility of the proposed solution. These include:

- Statement of Company Background
- Evidence of Past Performance and Experience
- Project Management Plans and Schedule

Volume I of the Offeror's proposal must comply with the proposal response content specified in Table 20.

Table 20, Technical Volume Content

Object Number	ID	Requirement
4.5.1	129	Offeror Information
4.5.1.0-1	130	Volume I of the Offeror's proposal shall include a Statement of Company Background describing the Offeror's firm.
4.5.1.0-2	131	The Company Background information shall include: <ul style="list-style-type: none"> • Name and address of Offeror's firm, other affiliates, and other locations • Name, title, address, e-mail address and telephone number of primary contact person at offering firm • Length of time in business • Corporate Structure (number and location of offices, number of staff at each office) and • Corporate Profile and description including nature of business and services provided and length of time providing those services.
4.5.1.0-3	132	If subcontractors are part of the Offeror's proposal Volume I of the Offeror's proposal shall include a Statement of Company Background describing each subcontractor.

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

Object Number	ID	Requirement
4.5.2	133	Offeror Experience
4.5.2.0-1	134	Volume I of the Offeror's proposal shall include a description of the Offerors' experience delivering projects in the past three years that are similar in scope to the project described in Section 3, Contractor Requirements.
4.5.2.0-2	135	Volume I of the Offeror's proposal shall include a description of the Offerors' experience on three projects. If subcontractors are part of the Offeror's proposal the descriptions may include projects conducted by the subcontractor(s). At least one project of similar size and scope must have been conducted by the primary Contractor.
4.5.2.0-3	136	<p>The Offeror's experience description shall include its experience with:</p> <ul style="list-style-type: none"> • workers' compensation rates, cost savings, and policy • working for jurisdictions that regulate and administer workers' compensation processes • analyzing workers' compensation systems to identify cost drivers • workers' compensation processes • claims resolution processes • interacting with a unionized work force • envisioning business strategies and tactical planning • optimizing business processes and systems that drive business results • organizational change management.
4.5.2.0-4	137	<p>The Offeror's experience shall include projects that involved:</p> <ul style="list-style-type: none"> • envisioning business strategies of similar scale and scope • optimizing business processes and systems of similar scale and scope that drive business results • planning for transformational change and organizational change management of similar scale and scope
4.5.2.0-5	140	<p>Each description of experience shall include:</p> <ul style="list-style-type: none"> • Name of project • Name of client • Nature of client's business • Size of client (# employees, revenues, locations) • Dates of project/engagement • Description of project/engagement including: <ul style="list-style-type: none"> --number and type of staff involved --description of all services provided and deliverables provided --description of interaction with a unionized work force --extent of outreach and communications with external parties --project results and benefits delivered to the client and --a list of all subcontractors and the duties they performed • Journal articles or other publications that have reported on the project, if applicable.
4.5.2.0-6	253	<p>The Offeror's experience description shall include a discussion of the key challenges faced when implementing business transformation initiatives. Include descriptions of:</p> <ul style="list-style-type: none"> • challenges that had to be overcome • how you overcame the challenges • what compromises, if any, were made to reach goals.

New York State Workers' Compensation Board
 Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

Object Number	ID	Requirement
4.5.2.0-7	255	The Offeror's experience description shall include its data collection and reporting methods that were used effectively to apprise stakeholders on the progress of initiatives and to ensure that the activities performed are on target to achieve the anticipated business and financial benefits.
4.5.2.0-8	256	The Offeror's experience description shall include its approach to defining quantitative and qualitative performance metrics that aided in ensuring success and obtaining stakeholder buy-in.
4.5.2.0-9	141	If subcontractors are part of the Offeror's proposal, the description of the Offeror's experience shall include projects conducted by the subcontractor(s).
4.5.3	142	Offeror References
4.5.3.0-1	143	Volume I of the Offeror's proposal shall include three references from different entities to whom the Offeror has provided services described in the Offeror's experience.
4.5.3.0-2	230	Company references shall be English-speaking and available for contact between 8:00 am and 5:00 pm ET.
4.5.3.0-3	231	The Offeror shall provide reference information for entities that are willing to provide a reference on behalf of the Offeror to the WCB.
4.5.3.0-4	144	At least one reference shall be for the project of similar scale and scope conducted by the primary Contractor for the project described above in Offeror's Experience.
4.5.3.0-5	145	Information for each reference shall include: <ul style="list-style-type: none"> • Name and address of the client • Name, title, mailing address, e-mail address, and telephone number of primary contact person at the firm and • Name of project
4.5.4	146	Staff Experience
4.5.4.0-1	147	Volume I of the Offeror's proposal shall include experience profiles for the proposed key personnel defined in Section 3.4.
4.5.4.0-2	148	The key personnel profiles shall include: <ul style="list-style-type: none"> • Name, with professional associations and certifications (for example PMP, CBAP) • Proposed role on this project • Number of years of experience in the role that he/she will be serving on this project and • Description of experience
4.5.5	149	Key Personnel References
4.5.5.0-1	150	Volume I of the Offeror's proposal shall include one reference for each of the proposed key personnel defined in Section 3.4.
4.5.5.0-2	151	Information for each reference shall include: <ul style="list-style-type: none"> • Name and address of the client • Project name and description • Name, title, mailing address, e-mail address, and telephone number of primary contact person at the firm • Dates of service (when the key staff person provided services to the firm or agency).
4.5.6	152	Project Approach/Staffing Plan

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

Object Number	ID	Requirement																																																																						
4.5.6.0-1	153	Volume I of the Offeror's proposal shall include a project plan in accordance with the New York State Project Management Methodology as defined in the New York State Project Management Guidebook (http://www.cio.ny.gov/pmmp/guidebook2/index.htm). Specifically, the plan must include: <ul style="list-style-type: none"> • Scope Statement • Work Breakdown Structure • Project Schedule • Quality Management Plan • Risk Management Plan • Change Management Plan • Issue Management Plan • Communication Plan 																																																																						
4.5.6.0-2	154	The Offeror shall describe its project management methodology and indicate how it aligns with the NY State methodology.																																																																						
4.5.6.0-3	156	The Offeror's project plan shall identify the critical path activities and milestones that are essential to ensure the fulfillment of all requirements as defined in Section 3 Contractor Requirements.																																																																						
4.5.6.0-4	157	The Offeror's project plan shall include a staffing plan that provides a description of how the Offeror proposes to utilize the proposed key personnel and additional staffing to meet the obligations of this engagement as described in Section 3 Contract Requirements. The Offeror should include in that description the planned interaction with WCB staff in terms of number of FTEs and functional background areas. It should be noted for purposes of planning by the Offeror, that the WCB will be able to provide 3-5 FTEs over the duration of the project, with additional expertise provided on an as-needed basis.																																																																						
4.5.6.0-5	158	The staffing plan shall also indicate the degree to which it is anticipated that staff will be located onsite at the WCB's offices. Any work to be conducted off-site must be so indicated.																																																																						
4.5.6.0-6	159	The staffing plan shall include a staffing schedule using the following format:																																																																						
4.5.6.0-7	160	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Phase #</th> <th colspan="2">Month 1</th> <th colspan="2">Month 2</th> <th colspan="2">Month 3</th> </tr> <tr> <th style="text-align: center;">Key Staff</th> <th style="text-align: center;">Hours</th> <th style="text-align: center;">% Time On-site</th> <th style="text-align: center;">Hours</th> <th style="text-align: center;">% Time On-site</th> <th style="text-align: center;">Hours</th> <th style="text-align: center;">% Time On-site</th> </tr> </thead> <tbody> <tr> <td>Key Staff Role 1 Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Key Staff Role 2 Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Key Staff Role 3 Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <th style="text-align: center;">Additional Staff</th> <th style="text-align: center;"># FTEs</th> <th style="text-align: center;">% Time On-site</th> <th style="text-align: center;"># FTEs</th> <th style="text-align: center;">% Time On-site</th> <th style="text-align: center;"># FTEs</th> <th style="text-align: center;">% Time On-site</th> </tr> <tr> <td>Staff Role 1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Staff Role 2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Staff Role 3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Staff Role 4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Phase #	Month 1		Month 2		Month 3		Key Staff	Hours	% Time On-site	Hours	% Time On-site	Hours	% Time On-site	Key Staff Role 1 Name							Key Staff Role 2 Name							Key Staff Role 3 Name							Additional Staff	# FTEs	% Time On-site	# FTEs	% Time On-site	# FTEs	% Time On-site	Staff Role 1							Staff Role 2							Staff Role 3							Staff Role 4						
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4.5.7	161	Solution Description																																																																						
4.5.7.0-1	232	The Offeror's solution description shall include its view and understanding of the current state of the NYS Workers' Compensation System and its stakeholders (both internal and external).																																																																						
4.5.7.0-2	162	The Offeror shall provide a detailed description of its Business Process Reengineering approach.																																																																						

Object Number	ID	Requirement
4.5.7.0-3	163	The Offeror's approach description shall include its methods, tools and techniques for: <ul style="list-style-type: none"> • Conducting stakeholder outreach and communication • Gaining a better understanding of the issues and concerns from all stakeholders • Eliciting requirements • Researching best practices • Developing a stakeholder vision • Defining the business need for change • Defining quantitative and qualitative performance metrics • Assessing the gaps between the current state and desired future state • Defining the business process redesign approach • Defining the business case to justify implementation of the proposed BPR solution
4.5.7.0-4	254	The Offeror's solution description shall include its approach for communicating transformation initiatives to control entities (such as legislative bodies and state agencies) and garnering stakeholder buy-in for the transformation.
4.5.7.0-5	257	The Offeror's solution description shall include its approach for transforming the workforce while adapting to the the new business process and operational environment.
4.5.7.0-6	234	The Offeror shall describe its approach to policy change and regulatory change.
4.5.7.0-7	235	The Offeror shall describe its approach to identifying cost drivers.
4.5.7.0-8	239	The Offeror shall describe its approach to developing a Quality Assurance program to provide oversight and ongoing review, feedback, and monitoring of BPR project processes and results.
4.5.7.0-9	238	The Offeror shall provide a detailed description of its methods, tools and techniques for: <ul style="list-style-type: none"> • Identifying and assessing potential technology solutions (Target Environment) • Assessing the gaps between the current technology state and desired future state • Defining the business case to justify implementation of the proposed solution • Identifying key performance indicators and metrics.
4.5.7.0-10	233	The Offeror shall describe its approach for integrating EDI to facilitate automated workflow and straight-through processing driven by configurable electronic business rules.
4.5.7.0-11	237	The Offeror shall describe its experience with and views on web-based solutions.
4.5.7.0-12	236	The Offeror shall describe its approach to IV&V and extended outreach and communications during implementation.

4.6 Volume II, Cost Volume

The Offeror must submit three paper copies of Volume II, as well as two softcopies in MS Office 2010 compatible format on a CD (read-only format). Each copy shall be clearly identified on the cover or label with the Offeror’s name and the words “NYS Workers’ Compensation Board, Workers’ Compensation System Business Process Reengineering RFP, Volume II, Cost Volume.” All copies of Volume II must be packaged separately from Volume I. Proposals shall be securely sealed and clearly labeled. Any outside packaging containing Volume II copies must be clearly marked with the words “NYS Workers’ Compensation Board, Workers’ Compensation System Business Process Reengineering RFP, Volume II, Cost Volume.” **DO NOT PLACE ANY COST DATA IN THE TECHNICAL VOLUME.**

Volume II must present the Offeror’s cost proposal, as described in Table 21. The Offeror’s Cost Volume instructions and forms (Appendix E) requires that the Offeror state a proposed price that must represent its fee for the Workers’ Compensation System Business Process Reengineering Project. The Cost Volume form is broken into two sections. The first section contains the Offeror’s fixed price for the delivery of the BPR Reengineering Planning Phase activities,

deliverables, and services. The second section contains the Offeror's proposed hourly rates for the labor categories (roles) defined in Appendix E. These are the hourly rates that will be used for the BPR Reengineering Implementation Phase. The exact cost for the Implementation Phase activities and deliverables will be determined through a Project Change Request process (defined in Section 6.9) once the exact scope of the work has been defined during the Planning Phase. The evaluation of the Offeror's Cost Volume is based upon both the fixed cost for the Planning Phase and the hourly rates for the Implementation Phase.

Table 21, Cost Volume

Object Number	ID	Requirement
4.6.0-1	165	The Offeror shall submit three paper copies and two softcopies on CD of the Cost Volume in a MS-Office 2010 compatible format.
4.6.0-2	166	Offerors shall submit costs using the instructions and forms provided in <i>Appendix E</i> . Costs must be specified for all services.
4.6.0-3	167	Volume II of the Offeror's proposal shall include an explanation of the pricing structure and assumptions used in determining its costs. The assumptions and the cost basis of estimate must be included in the Cost Volume, as indicated in <i>Appendix E</i> .
4.6.0-4	168	Volume II of the Offeror's proposal shall include audited financial statements for the last two years including: income/operating statements, balance sheets, statements of cash flow, and footnotes to financial statements. If audited statements are not available, please provide copies of the internally generated financial statements used to prepare tax returns or management reports. Offerors must also provide their Dun and Bradstreet DUNS number, if available.

4.6.1 M/WBE Participation

In Volume II of your firm's proposal, provide the following: Complete and submit **M/WBE100G - Attachment 3, M/WBE UTILIZATION PLAN**. Provide the legal names of all certified M/WBE consultants (prime and/or subcontractor).

Complete and submit a Staffing Plan Form #**EEO100G - Attachment 6**, identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

For firms whose M/WBE participation is less than the established goal of 20% (percent), the firm must also complete and submit **M/WBE101G - Attachment 4, REQUEST FOR WAIVER**. Submission of **M/WBE101G – REQUEST FOR WAIVER** shall be required for proposals with either partial goal attainment or no goal attainment at all.

Offerors are encouraged to ask questions regarding this aspect of the solicitation.

5. METHOD OF EVALUATION

5.1 Award Objectives

This is a competitive procurement that will result in the award of a contract for Workers' Compensation System Business Process Reengineering Services. The objective of the evaluation is to ensure that:

- The Offeror selected represents the best solution for the WCB at the best value, and
- The Offeror selected has the experience and personnel necessary to successfully deliver the system described in this RFP.

The WCB will award this contract based on best value. A “best value” award is one that optimizes quality, cost, and efficiency; it typically applies to complex services and technology contracts. The WCB will evaluate responsive and responsible Offerors' proposals for all of the requirements specified in this RFP.

The following weighting will be applied to the evaluation of each proposal:

- Technical Requirements
 - Technical Volume (60%)
 - Orals (10%) and
- Cost Volume (30%).

5.2 Evaluation and Selection Committees

Two WCB committees — the Technical Evaluation Committee (TEC) and the Cost Evaluation Committee (CEC) — will evaluate the proposals. The TEC will evaluate the Technical Volume (Volume I), while the CEC will evaluate the Cost Volume (Volume II). WCB personnel with knowledge/expertise in functional areas covered by the proposal will staff these committees. Each committee will conduct separate evaluations.

In addition to the evaluation committees, the WCB will have a separate Selection Committee — composed of WCB management and senior staff members who will oversee the evaluation process. The Selection Committee will make the final selection based on the scoring from the Technical Volume and Cost Volume evaluations, and the oral presentations. The Selection Committee will authorize negotiations with the selected Contractor to begin.

The WCB, the Attorney General, and the State Comptroller must approve any final contract.

5.3 Proposal Evaluation Process

Using the evaluation process described herein, the WCB will evaluate proposals that are complete and received prior to the deadline. The WCB will not consider proposals that are incomplete or that are received late.

The WCB will first pre-screen each proposal received to determine whether the proposal was received on time, is complete and adheres to the required format. Next, the WCB will conduct a Mandatory Requirements Review of those proposals that have passed the pre-screening.

Proposals that pass the Mandatory Requirements Review will continue to the next step — Technical and Cost Volume Evaluations. The WCB will score each section of the proposals on a scale that is based upon pre-established evaluation criteria that will become part of the procurement record. As part of the technical evaluation process, Offerors may be expected to provide an oral presentation at the WCB's Albany-area office. When the Technical Volume and Cost Volume evaluations are complete, the Technical Volume score will be added to the Cost Volume score to develop a composite score.

The WCB will measure the relative quality of each Technical Volume, and will compare costs included in the cost volume. Proposals will receive a final score that will be weighted such that the technical score will comprise 70 percent of the final score (60 percent allocated to the Technical Volume response, 10 percent allocated to the Oral Presentation). The Cost Volume will comprise 30 percent of the final score. The top Offerors — “top” based on their combined Technical Volume and Cost Volume scores — will be invited to provide an oral presentation of their proposal. These Offerors will be required to bring their key personnel to the oral presentations.

The paragraphs that follow describe each phase of the proposal evaluation process in greater detail.

5.3.1 Pre-screening of Proposal Content

The WCB's Contract Administrator must receive all proposals at the designated address by 2:00 PM ET on the date specified in the RFP Schedule. **It is the sole responsibility of the Offeror to assure that its proposal is received on time.**

The Contract Administrator will pre-screen the proposals received on time. Proposals must contain all the information requested in this RFP and follow the format outlined in Section 4, Response Requirements and Proposal Format. The pre-screening will ensure that the Offeror has submitted all components of: 1) the Cover Letter, 2) Volume I, Technical Volume, and 3) Volume II, Cost Volume. Failure to provide the proposal in this format will result in it being deemed non-responsive. The WCB will remove from consideration and not evaluate any Offeror proposal deemed non-responsive. Offerors whose proposals are deemed non-responsive will be notified in writing of their elimination.

As part of the pre-screening process, the proposed M/WBE subcontractor participation percentages offered for NYS M/WBE certified subcontractors will be reviewed (**Attachment 3, M/WBE100G-UTILIZATION PLAN**). To count towards the WCB's M/WBE participation goal, each offered M/WBE firm must be currently listed in the NYS M/WBE Directory. If the proposed M/WBE participation is less than the established 20% (percent) goal, the firm's evidence of a Good Faith Effort (**Attachment 4, REQUEST FOR WAIVER**) to achieve the goal will be reviewed, as to why it was unable to meet the goal. During the review process, which will include examination of the adequacy and the robustness of a firm's Good Faith Effort evidence, if it is determined by the WCB that the firm did not provide an acceptable Good Faith Effort, then the proposal may be deemed non-responsive and may be removed from further consideration.

5.3.2 Review of Mandatory Requirements

The TEC will review the Technical Volume to ensure all requirements identified as *Mandatory* in this RFP have been met. The WCB will consider proposals that do not meet all Mandatory

requirements to be non-responsive and will eliminate such proposals from further consideration. Offerors whose proposals are deemed non-responsive will be notified in writing of their elimination.

5.3.3 Technical and Cost Volume Evaluations

Each proposal that receives a passing evaluation on the Mandatory requirements review will proceed to its technical and cost evaluations. The WCB may ask an Offeror to clarify the contents of its proposal. Other than responses made to requests by the WCB for clarification of such contents, no Offeror will be permitted to alter its proposal or add new information after the final filing date and time.

When the technical volume and cost volume evaluations are complete, the technical volume score will be added to the cost score to develop a Composite Score.

5.3.3.1 *Technical Evaluation*

The TEC will grade each section of the technical volume on a scale to be determined by the WCB prior to submission of proposals and to be set forth in the evaluation criteria that will become part of the procurement record. If an Offeror's technical volume score is less than 1/2 of the highest score available (60 percent), its proposal may be eliminated from further consideration. Offerors' responses that meet the technical volume threshold will continue to cost evaluations.

As part of the technical evaluation, the top Offerors who have a mathematical chance of winning (as determined by their combined Technical Volume and Cost Volume scores) will be expected to provide an oral presentation of their proposal to the WCB. Prior to the oral presentations, the WCB will provide each Offeror with a written agenda. The key staff members identified in an Offeror's proposal must attend.

The Offerors selected for oral presentations must be prepared to demonstrate that their proposed solution meets the specifications in this RFP. Offerors shall not change their proposal during the oral presentation. This presentation will be evaluated and scored by the TEC and will account for 10 percent of the Offeror's score.

Upon conclusion of the Offeror's oral presentation, the orals score will be added to the technical volume score to calculate the Offeror's total Technical Score.

5.3.3.2 *Cost Evaluation*

Offerors are required to provide a fixed price proposal inclusive of all proposed services and technical solutions contained in the Offeror's proposal by using the tables and worksheets provided in Appendix E. The CEC will score and rank the Cost Volumes using the following:

$(A/B)*C$ ((A divided by B) times C) where:

- A is Total Price of lowest price Cost proposal,
- B is Total Price of Cost proposal being scored, and
- C is Cost points available (30 points or 30% of the final score).

5.3.3.3 *Selection Recommendation*

The TEC and the CEC will submit written reports to the Selection Committee. Each Offeror's final score will be calculated by adding its total technical score and its cost volume score. The WCB will then rank Offerors in descending order of final score. The Selection Committee will

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

approve the final selection based on the final score. The Selection Committee will authorize negotiations with the selected Contractor to begin.

The final contract is subject to approval by the Attorney General and the Office of the State Comptroller, and is not binding until such approval is received.

6. CONTRACTUAL PROVISIONS

6.1 Introduction

When an Offeror is selected as a result of this RFP, the WCB and the selected Offeror (hereinafter collectively referred to as the “parties”) will negotiate and execute a contract document setting forth the Contract, i.e., the rights and responsibilities of the parties with regard to the services described in this RFP. It is anticipated that the Contract will consist of, at a minimum, the terms set forth in Section 6 of this RFP.

Offerors are required to state in the cover letters to their proposals that, if their proposals are accepted by the WCB, they agree to enter into a contract with the WCB that shall contain, at a minimum, such terms and conditions as are contained in Section 6 of this RFP. Any proposal that is *not* accompanied by a cover letter expressly stating that the Offeror, if selected, agrees to enter into a contract with the WCB that shall contain, at a minimum, such terms and conditions as are contained in Section 6 of this RFP, will be deemed non-responsive.

An Offeror may articulate in the cover letter to its proposal any issues it has with the terms and conditions contained in Section 6 of this RFP, which are expected to form the basis of the contract between the WCB and the selected Offeror. The WCB will consider the issues articulated in an Offeror’s cover letter when evaluating its proposal. The WCB reserves the right to negotiate changes to the contract in response to issues raised in the Offeror’s cover letter, but is under no obligation to do so. The WCB will not negotiate any changes to the contract that the selected Offeror did not raise as issues in its cover letter.

The Contractor is an independent contractor and/or subcontractor engaged in providing support services for the WCB. The Contractor is not an agent of the WCB or the State of New York.

6.2 General Contract Terms & Conditions

The following numbered paragraphs represent the general terms and conditions to be included in the Contract entered into by the parties, unless they are raised as issues and modifications are agreed to by the WCB.

6.2.1 The Contractor shall:

- 6.2.1.1** Assume responsibility for the cost and timely accomplishment of all obligations and duties required by the Contract, whether or not such obligations or duties are performed by the Contractor or its subcontractor. The Contractor shall carry out those obligations and duties in a competent and timely manner.

- 6.2.1.2 Be the sole point of contact with regard to contractual matters.
- 6.2.1.3 Provide access to its main project team through its Project Manager.
- 6.2.1.4 Notify the WCB in writing of any proposed changes in the identity of personnel included in its proposal.
- 6.2.1.5 Notwithstanding the circumstances under which the employment of any personnel associated with this Contract is terminated with the Contractor, the Contractor shall provide a replacement staff member — subject to prior approval of the WCB — with equal or superior skills and qualifications with full authority to act in that position for full performance under this Contract as stated in Section 3.6.
- 6.2.1.6 Maintain a dedicated administrative organization sufficient to discharge its contractual duties, obligations, and responsibilities.
- 6.2.1.7 Maintain the level of liaison and cooperation with the WCB necessary for proper performance of all contractual responsibilities.
- 6.2.1.8 Unless otherwise specified in this Contract, no aspect of Contractor performance under this Contract shall be contingent upon WCB personnel or the availability of WCB resources.
- 6.2.1.9 Cooperate fully with any other contractors that may be engaged by the WCB.
- 6.2.1.10 Cooperate with the WCB, any other authorized State agency, and any law enforcement authority, in the investigation, documentation, and litigation of any alleged illegal act, misconduct, or unethical behavior that is related to this contract or that may affect the WCB's operations.
- 6.2.1.11 Cooperate with the WCB in fulfilling the WCB Mandated Consultant training Courses, not to exceed 8 hours per Contractor staff person.
- 6.2.1.12 Perform in accordance with the Contractor Performance Requirements set forth in this RFP or as otherwise required in this Contract.

6.2.2 Document Incorporation and Order of Precedence:

- 6.2.2.1 The contract consists of:
 - The body of the contract (i.e., that portion preceding the signatures of the parties in execution);
 - The appendices attached to the contract body;
 - The Request for Proposal issued by the WCB as modified by the WCB and by official WCB responses to questions (i.e., Questions and Answers), the foregoing being herein incorporated by reference; and
 - The Contractor's proposal submitted to the WCB, consisting of the Cover Letter, Volumes I and II, clarifying questions and responses relating thereto, and the transcript of any oral presentation made by the Contractor to the WCB, the foregoing proposal elements also being herein incorporated by reference.

6.2.2.2 In the event of any inconsistency in or conflict among the document elements of the contract identified in section 6.2.2.1 herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following descending order:

- First, Appendix A, Standard Clauses for All New York State Contracts, attached to the contract;
- Second, body of the contract;
- Third, appendices other than Appendix A, attached to the body of the contract;
- Fourth, the RFP, as amended; and
- Fifth, the Contractor's proposal, as amended and supplemented.

These documents constitute the entire contract between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, that is not contained therein shall be binding or valid. Moreover, these contracts shall not be changed, modified, or altered in any manner except by an instrument in writing executed by authorized representatives of both parties thereto.

6.2.3 Independent Capacity of Contractor

The parties hereto agree that the Contractor is an independent contractor, and that the Contractor and its agents, officers, and employees, in the performance of the contract, shall act in an independent capacity and not as officers or employees of the State or the WCB.

6.2.4 No Third-Party Beneficiaries

Nothing contained in the contract, expressed or implied, is intended to confer upon any person, corporation, or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the contract.

6.2.5 Contractor Personnel

- 6.2.5.1 The Contractor shall obtain approval from the WCB prior to replacing key personnel.
- 6.2.5.2 The WCB reserves the right to require the Contractor to discharge specified contractor employees from performance of any or all duties under the contract. The WCB shall not exercise this authority unreasonably. If the WCB exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its specific reasons.
- 6.2.5.3 Should it become necessary to replace the key personnel under either provision 6.2.5.1 or 6.2.5.2, the Contractor shall provide a replacement with skills equal or superior to those of the proposed personnel, subject to approval by the WCB.
- 6.2.5.4 The WCB reserves the right to require the Contractor to participate in all internal WCB contractor training sessions it determines are required as a function of the Contractor's interaction with WCB personnel and access to WCB sensitive data.

6.2.6 Confidentiality of WCB-Related Information

The Contractor, its officers, agents, and employees, and its subcontractors, shall treat all information — with particular emphasis on information relating to claimants and their employers and their insurance carriers — that it obtains through its performance under this contract, as confidential information to the extent required by the laws of the State of New York and the United States and any regulations promulgated thereunder.

- 6.2.6.1 All individually identifiable information relating to any claimant, employer, or insurance carrier shall be held confidential and shall not be disclosed by the Contractor, or its officers, agents, and employees, or its subcontractors without the prior written approval of the Executive Director of the Workers' Compensation Board or a designee.
- 6.2.6.2 The use of information obtained by the Contractor in performing its duties under this contract shall be limited to purposes directly connected with such duties.
- 6.2.6.3 Workers' Compensation Law (WCL) §110-a prohibits any oral description of any WCB record, as well as the dissemination, release, disclosure, duplication, or publication of WCB claim files except in certain limited situations as set forth therein. Pursuant to WCL §110-a(5), any person found in violation of this statute may be subject to criminal and civil prosecution, and fines, and such violation may form the basis for termination of the contractual arrangement between the Contractor and the WCB. The Contractor shall guarantee that its officers, agents, and employees and/or its subcontractors and their officers, agents, and employees shall know and comply with the confidentiality provisions of Workers' Compensation Law §110-a and ensure that all officers, agents, and employees and/or subcontractors execute a Confidentiality Agreement supplied by the WCB.
- 6.2.6.4 The Contractor, its officers, agents, and employees, and/or its subcontractors and their officers, agents, and employees shall utilize any personal, confidential, or other proprietary information pertaining to the Workers' Compensation Board claimants, their employers, their insurers, or other interested parties or to the New York State

Workers' Compensation Board and its documentation and processes solely for performing its duties and obligations under the contract and RFP. The Contractor, its officers, agents, and employees, and/or its subcontractors and their officers, agents, and employees shall not disclose, duplicate, broadcast, or otherwise disseminate any such information without the express written consent of the WCB. Any such information remaining in the possession of the Contractor, its officers, agents, and employees, and/or its subcontractors and their officers, agents, and employees at the end of the contract shall be destroyed or returned to the WCB consistent with the written directive of the WCB.

6.2.7 WCB Ownership of Deliverables

Upon receipt from the Contractor of any and all deliverables — including but not limited to all reports, forms, procedures, processes, schematics and flowcharts, be they deemed acceptable or rejected — all title and interest in these deliverables shall immediately vest with the WCB. The Contractor agrees that, upon submission of any and all deliverables, it relinquishes all title, rights, benefits, and interests in said deliverables and transfers to the WCB all title, rights, benefits, and interests — including, but not limited to, all rights, benefits, suits, causes of action, claims, promises, accounts, dues, sums of monies, bonds, credits, covenants, contracts, controversies, agreements, executions, judgments, reckonings and demands whatsoever in law or in equity that the Contractor ever had, now has, or hereafter can, shall, or may have, whether known or unknown, contingent, or present.

6.3 General WCB Duties

6.3.1 The WCB shall:

- Provide reasonable access to stakeholders in each program;
- Provide reasonable accommodations at the WCB's premises, as necessary, to enable the Contractor to carry out its work under this Contract; and
- Accommodate reasonable requests for systems access, information, data, documentation, and staff cooperation.

6.4 Project Administration

6.4.1 The parties acknowledge that joint administration and control is essential to successful implementation of the proposal. Therefore, the parties shall establish agreed-upon processes and forms to report progress and to identify, track, and resolve problems and issues associated with implementing the proposal, as identified by the Offeror in the proposed Project Plan as specified in Section 4.5.

6.4.2 The Project Managers may clarify, explain, provide further details, handle necessary technical matters, implement technical changes, develop administrative procedures, and act as the primary contact persons between the entities, but shall have no authority to affect, change, alter, amend, or modify any of the terms and conditions of this contract.

6.4.3 The Managing Executive and Project Sponsor shall be authorized to: (a) receive and resolve issues regarding the proposal as escalated by the Project Manager(s); and (b) negotiate amendments affecting the contract price and the terms and conditions of the contract subject to final approval by the Chair and the Comptroller of the State of New York.

6.4.4 Any good-faith dispute arising under the terms of this contract that is not resolved by the Project Managers within a reasonable period of time, as indicated in the left column of the table that immediately follows, shall be brought to the attention of the representatives of the parties as set forth in the table in the middle and right columns.

Escalation Timetable		
Number of Business Days	Contractor Representative	WCB Representative
Not to exceed 5	Project Manager	Project Manager
Not to exceed 10	Managing Executive	Project Sponsor
Not to exceed 15	CEO/CFO/General Counsel	Executive Director/General Counsel

Both the WCB and the Contractor agree that this dispute-resolution process shall precede the assertion of any legal rights, and they further agree to continue, without delay, all their respective responsibilities under this contract. Refer to Section 6.13 for disputes that are not resolved using the approach listed above.

6.5 Criteria for Certifying Contractor Performance

- 6.5.1 Unless otherwise specified in the detailed schedules developed as part of this contract, the WCB shall review deliverables submitted by the Contractor, accept or reject those deliverables, and provide written comments and notice of deficiencies, if any, to the Contractor, within 30 days following receipt by the WCB's Project Manager, unless otherwise specified or agreed to by the parties.

For all deliverables, the Contractor shall correct the deficiencies cited by the WCB and resubmit the deliverable for approval within 30 days (Cure Time) after receiving the WCB's comments. For all resubmitted deliverables, the Contractor shall respond to all WCB comments and/or incorporate such responses into its resubmission of the deliverable.

- 6.5.2 Failure by the WCB to timely review, accept, or reject a deliverable shall not constitute acceptance of the deliverable by the WCB. If, in such circumstance, the WCB subsequently requires material changes to deliverables, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event shall the Contractor be entitled to any price increase due to the need to correct deficient deliverables.
- 6.5.3 Contractor shall deliver drafts of deliverables to the WCB on demand to facilitate the WCB's review process. Nothing set forth herein with regard to the formal review process for deliverables shall preclude verbal comments by the WCB to the Contractor or its representative(s) during the process, and those verbal comments may be provided in addition to the formal process set forth herein.

6.6 Basis of Payment

- 6.6.1 The sole compensation for the Contractor under this Agreement will be the payment based on pricing indicated in Volume II of the Contractor's response to the RFP (Cost Volume). Payment for deliverables will become due upon receipt, evaluation, and acceptance by the WCB. The delivery schedule, as well as the terms and conditions of payment for services, will be discussed at contract negotiations.

Fees paid for which it is subsequently determined that the Contractor was not entitled must be reimbursed to the WCB. The WCB may do so by subtracting such fees from any payments that later become due to the Contractor under this Agreement.

- 6.6.2 The Contractor is responsible for all travel, meal, and lodging costs for its staff members associated with delivery of services under this contract.

- 6.6.3 The Contractor shall bill the WCB in accordance with the invoice structure described in the Offeror's cost proposal using invoices satisfactory to the WCB and the Comptroller of the State of New York. An invoice shall be submitted for each deliverable of the contract unless otherwise directed by WCB.

The Contractor shall bill the WCB by submitting an invoice to:

Mary Grace Petralito
IMSInvoices@wcb.ny.gov
New York State Workers' Compensation Board, Purchase Unit
20 Park Street, Room 304A
Albany, NY 12207

6.7 Contractor Failure to Perform

- 6.7.1 If the Contractor fails, in the reasonable judgment of the WCB, to properly achieve all other milestones and/or furnish all deliverables required, full or partial payment for that deliverable for which the Contractor is deficient may be withheld by the WCB, in its sole discretion, until such time as all milestones and deliverables are determined by the WCB to have been properly achieved or furnished. The determination of the amount withheld shall consider the amount detailed in Volume II (Cost Volume) of the Contractor's proposal for the milestones or deliverables not provided. The WCB may withhold payments from all subsequent bills until such time as the milestone or deliverable has been provided to, and approved by, the WCB.
- 6.7.2 If the Contractor fails to comply within the applicable Cure Time as defined in 6.5.1, the WCB shall provide to the Contractor a notice of a continuing deficiency that details the deficiencies and explains all penalties assessed by the WCB. As used in this Section 6.7, the term "continuing deficiency" shall be limited to:
- inadequate resolution, in the reasonable judgment of the WCB, of the items raised during the previous WCB review;
 - related issues that were tied to or created by the method of resolving the previous WCB comments;
 - items that could not be thoroughly reviewed by the WCB because of an inadequate, incorrect, or incomplete deliverable, previously submitted, that was identified as inadequate, incorrect, or incomplete by the WCB's previous written comments; and
 - omissions of parts of a deliverable.

Such WCB reviews and Contractor resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under this contract, or of any scheduled deliverable date, or of any rights or remedies provided by law or under this contract.

- 6.7.3 If the milestone or deliverable in question is subsequently properly achieved or furnished, as determined by the WCB, payment shall be released to the Contractor.

6.8 Subcontracting

- 6.8.1 Prior written approval of the WCB shall be required for all subcontracts. This requirement does not apply to individual employer-employee contracts, or to management incentives for employer-employee contracts, or to subcontracts that are executed prior to the date of release of the RFP. Any existing pertinent subcontracts must be identified in the Response to the RFP, and a copy of any subcontract must be attached to the Response.
- 6.8.2 All subcontracts shall be in writing and shall contain provisions that are consistent with the provisions of this contract.
- 6.8.3 In addition to furnishing the WCB with a copy of any proposed subcontract for prior approval, the Contractor shall also furnish to the WCB the following:
- A description of the supplies or services to be provided under the proposed subcontract,
 - Identification of the proposed subcontractor,
 - The proposed subcontract price, and
 - Any other pertinent information or documentation requested by the WCB.
- 6.8.4 A copy of any subcontract, once approved by the WCB and executed by the Contractor and the subcontractor, shall be furnished to the WCB within thirty (30) days of execution.
- 6.8.5 The Contractor shall give the WCB immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against the Contractor by any subcontractor or vendor if such claim may result in litigation related in any way to this contract or may affect the performance of duties under this contract.
- 6.8.6 The requirement of prior approval of any subcontract by the WCB under this contract shall not make the State of New York a party to any subcontract or create any right, claim, or interest in or by the subcontractor or proposed subcontractor against the State.
- 6.8.7 The Contractor shall not be relieved in any way of any responsibility, duty, or obligation of this contract by the award of any subcontract.
- 6.8.8 The Contractor shall indemnify and save harmless the WCB, its officers, employees, agents, and assigns from all claims against the Contractor. Nothing in this Contract shall create or give to third parties any claim or right of action against the Contractor or the State of New York beyond such as may legally exist irrespective of this Contract.

6.9 Scope of Work Alteration

- 6.9.1 The parties agree that the contract, including the RFP and the proposal, fairly delineates the Scope of Work to be performed under the contract at a fixed price.
- 6.9.2 All charges for additional authorized work, if any, shall be billed in a manner consistent with costs detailed in Volume II of the Contractor's proposal for substantially similar services and deliverables.
- 6.9.3 Should any additional work be required beyond the Scope of Work contained in the RFP and Proposal, the Contractor must obtain written authorization from the WCB's Executive Director. Such authorization may require amendment to the Contract and approval by the Office of the State Comptroller and Attorney General.
- 6.9.4 All work performed by the Contractor that is not authorized in this manner and is not in the official proposal Scope is done at the risk of the Contractor not receiving compensation for such unauthorized work activities.
- 6.9.5 The detailed Scope of Work to be performed for the Reengineering Implementation Phase will be further defined through a Project Change Request (PCR). The scope of the work to be performed will be defined by the WCB, and provided to the Contractor for refinement. The PCR shall provide a short description of the change, a short description of the proposed solution, and the estimated hours to complete the change. The total price of the change shall include both labor and material costs. The labor cost shall be calculated by the number of hours multiplied by the currently applicable hourly rate for each labor category as defined in the Contractor's Cost Volume. The Contractor shall provide the appropriate documentation to support all material costs stated in the PCR. The WCB shall approve or disapprove the PCR within 30 days of receipt of PCR. If the WCB's Project Manager determines that the work is not additional work, i.e. the work is covered under the Reengineering Planning Phase activities and deliverables, the Contractor will proceed to perform the work under the terms of this Contract for the existing fixed price. Once approved by the WCB, a contract amendment to cover the additional work as defined in the PCR will be submitted to the Office of State Comptroller and Attorney General for approval.

6.10 Basis for Termination

- 6.10.1 The contract may be terminated:
- by mutual written agreement of the parties;
 - by the WCB, whenever the Contractor shall default in performance of the contract in accordance with its terms and shall fail to cure such default within a period of thirty (30) days after receipt from the WCB of a written notice specifying the default. If it is subsequently determined for any reason that the Contractor was not in default or that the Contractor's failure to perform or make progress in performances was due to causes beyond the control and without the fault or negligence of the Contractor, either in part or in full, the WCB shall have the option to either 1) deem the Notice of Termination to have been issued under section 6-10.2 herein as a termination for convenience and the rights and obligations of the parties shall be governed accordingly, or 2) allow the

Contractor to resume performance under this contract. In the event of a termination for default, the Contractor shall be paid the following:

1. for operating costs and charges (the calculated deliverable payment prorated to the date of termination minus any actual cost to the WCB assessed for failure to comply within the Cure Time);
2. costs allowable in the reasonable judgment of the WCB incurred in providing continuity of services; and
3. costs allowable in the discretion of the WCB of settling and paying subcontractor and supplier claims arising out of the termination of work when costs were incurred prior to termination and such claims are properly chargeable to the terminated portion of the contract.

- 6.10.2 The contract may be terminated by the WCB for any reason. Such termination shall be referred to herein as “termination for convenience.” Upon receipt of sixty (60) days notice of termination for convenience, the Contractor shall be paid for the following:
- operating costs and charges (the calculated deliverable payment prorated to the date of termination);
 - reasonable costs arising from the settlement process, including accounting, legal, clerical, and other justifiable expenses, necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of this contract, and for the termination and settlement of subcontracts thereunder;
 - costs allowable in the discretion of the WCB of settling and paying subcontractor and supplier claims arising out of the termination of work when costs were incurred prior to termination and such claims are properly chargeable to the terminated portion of the contract; and
 - personnel cost not to exceed 60 days of payroll.
- 6.10.3 Pursuant to State Finance Law §139-k (5), the WCB reserves the right to terminate this contract if it is found that the certification filed by the Contractor in accordance with State Finance Law §139-k was intentionally false or incomplete. Upon making such a finding, the WCB may exercise its right to terminate the contract by providing written notification of termination to the Contractor in accordance with Section 6.11 of this contract.
- 6.10.4 Upon filing of a petition in bankruptcy or insolvency by or against the Contractor or subcontractor, if such petition is not vacated within thirty (30) days of its filing, the WCB shall have the option to deem the contract terminated without termination services or costs; but payments for services rendered, subject to the status of the WCB as a creditor in possession, shall be made as provided in section 6.10 herein. The WCB shall not be precluded during the thirty-day vacatur period from terminating the contract under other bases provided for in section 6.10 herein.
- 6.10.5 Should State funds for this contract become unavailable, the WCB may deem this contract or any part thereof terminated.
- 6.10.6 The WCB reserves the right to terminate this contract if it is found that the Contractor failed to file an annual report as required pursuant to Chapter 10 of the Laws of 2006, effective June 19, 2006. Upon making such a finding, the WCB may exercise its right to terminate the contract by providing written notification of termination to the Contractor in accordance with Section 6.11 of this contract.

6.11 Procedures for Termination

Any Notice of Termination issued by the WCB shall be in **writing and shall specify the termination date**. The **Notice of Termination** shall be addressed to the Contractor Project Manager, **at the address listed or appearing** in the Cover Letter and shall be served upon the Contractor by Certified Mail, Return Receipt Requested. Upon receipt of a written Notice of Termination (or should termination occur due to mutual agreement of the parties as provided in Section 6.10), the Contractor shall:

- 6.11.1 Immediately make provision for turning over to the WCB any remaining records that are held after the completion of the final accounting as provided in this section 6.11. Additionally, the Contractor shall assist the WCB or a successor Contractor in completing any activities undertaken before the termination of the contract.
- 6.11.2 Stop work under this contract on the date and to the extent specified in the notice of termination or as agreed to by the parties.
- 6.11.3 With the approval or ratification of the WCB — to the extent the WCB may require and which approval or ratification shall be final and conclusive for all purposes of this clause — settle all outstanding liabilities and all claims rising out of such termination, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract.
- 6.11.4 Complete the performance of such part of the work as shall not have been terminated by the notice of termination and is not required, in the reasonable judgment of the WCB, for an orderly transition of responsibility from the Contractor to the WCB.
- 6.11.5 Take such action as may be necessary, or as the WCB may direct, to protect and preserve the property related to the contract that is in the possession or control of the Contractor and in which the WCB has or may acquire an interest.
- 6.11.6 After receipt of a notice of termination, the Contractor shall submit to the WCB its termination claim in the form and with the certification prescribed by the WCB. Such claim shall be submitted promptly, but in no event later than two months from the effective date of termination. Should the Contractor fail to submit its termination claims within the time allowed, the WCB may, subject to any review required by the State's procedures in effect as of the date of execution of the contract, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount so determined.
- 6.11.7 Subject to the provisions of section 6.11 herein, and subject to any review required by the WCB's procedures in effect as of the date of execution of this contract, the Contractor and the WCB may agree upon either the whole amount or any part of the amount or amounts to be paid to the Contractor by reason of the termination of work pursuant to section 6.11 herein. This contract shall be amended accordingly, and the Contractor shall be paid the agreed-upon amount.
- 6.11.8 If the Contractor and the WCB fail to agree in whole or in part, as provided in section 6.11.7 herein, as to the amounts with respect to charges to be paid to the Contractor in connection with the termination of work pursuant to section 6.11 herein, the WCB shall determine, on the basis of information available to it and as provided in section 6.11, the amount if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.
- 6.11.9 The Contractor shall have the right to appeal under the contract's section 6.13, "Disputes," any such determination made by the WCB, except that, if the Contractor has failed to submit its claim within the time provided in section 6.11.6 above, it shall have no such right of appeal.

6.11.10 In any case in which the WCB has made such determination of the amount due, the WCB shall pay to the Contractor the following:

- If no timely appeal has been taken, the amount so determined by the WCB; or
- If an appeal has been timely taken, the amount finally determined on such appeal.

6.11.11 In arriving at the amount due the Contractor under sections 6.11.6 through 6.11.8 herein, there shall be deducted:

- All Costs to the WCB assessed against the Contractor that apply to the terminated portion of this contract, and
- Any claim that the WCB may have against the Contractor in connection with this contract.

6.12 Contract Duration

6.12.1. The contract awarded from this acquisition will cover the BPR Reengineering Planning activities and deliverables, while subsequent BPR Reengineering Implementation activities and deliverables will be covered under separate Contract Amendments developed using the Project Change Request process described herein, to allow for a more complete definition of scope based on the recommendations accepted by WCB during the Reengineering Planning Phase.

6.12.2. The period covered by the contract for Workers' Compensation System Business Process Reengineering shall commence after approval by the Office of the State Comptroller, and shall run for a period of three years. At the WCB's discretion, and with the approval of the Attorney General and the Office of the State Comptroller, this Agreement may be extended for two (2) additional 1-year periods. If the WCB intends to exercise this option, the WCB shall notify the Contractor in writing at least sixty calendar (60) days before the scheduled Agreement termination.

6.13 Disputes

For disputes not resolved under the resolution process described under 6.4.4, this provision shall apply to any dispute of the parties relating to performance under the contract, except for liquidated damages. A dispute concerning the Contractor's alleged violation of the provisions of State Finance Law §§ 139-j and 139-k shall not be deemed a dispute relating to performance. Any dispute concerning any question of fact or law arising under the contract, except a dispute concerning Contractor's alleged violation of the provisions of State Finance Law §§139-j and 139-k, that is not disposed of by mutual agreement of the parties shall be initially decided by the designee of the Chair of the WCB. A copy of the written decision shall be furnished to the Contractor. Upon issuance of such decision, the parties shall proceed diligently with the performance of the contract and shall comply with the provisions of such decision and continue to so comply pending further resolution of any such dispute as provided herein. The decision of the designee of the Chair shall be final and conclusive unless, within 30 days from the receipt of such decision, the Contractor furnishes the Chair a written appeal. In the event of an appeal, the Chair shall promptly review the initial decision, then confirm, annul, or modify it. The decision of the

Chair shall be final and conclusive unless it is overruled or modified by a court of competent jurisdiction. In connection with any appeal as provided herein, the Contractor shall be afforded an opportunity to be heard *de novo* and to offer evidence in support of its appeal. Pending final decision of any legal action or proceeding hereunder by a court of competent jurisdiction, both parties shall proceed diligently with the performance of the contract in accordance with the Chair's decision.

6.14 Fiscal Safeguards

6.14.1 Indemnification of the WCB

The Contractor shall indemnify, defend, and save harmless the WCB, the State, and their officers, agents, or employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor, its officers, agents, or employees, or any subcontractor(s), its officers, agents, or employees, in the performance of the contract and against any liability, including costs and expenses, for violation of rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the contract or based on any libelous or otherwise unlawful matter contained in such data.

6.14.2 Cure of Payment Default

If the WCB defaults in payments to the Contractor under the contract, the subsequent acceptance of such past-due charges by the Contractor or any of its duly authorized agents shall fully reinstate the contract.

6.14.3 Availability of Personnel

The Contractor is required to commit personnel as required by the contract or by personnel replacements that were approved in advance by the WCB. If any such personnel become unavailable, for extended periods, to regularly perform their duties, the Contractor shall designate and propose to the WCB, subject to the WCB's prior approval, an equally qualified alternate with full authority to act for the person for the duration of the absence.

6.14.4 Financial Assurance

Upon execution of the contract, the Contractor shall demonstrate proof of financial responsibility by filing with the Chair of the Workers' Compensation Board an irrevocable letter of credit from a New York State or federally chartered bank qualified to do business in New York State and insured by the Federal Deposit Insurance Corporation. In the event of damages occurring as a result of disaster, default, abandonment, or non-performance, and/or in the event of breach of this Agreement resulting in liquidated damages, as per the terms identified elsewhere in this Agreement, the WCB may demand disbursement of all or any portion(s) of the face value of the letter of credit to recover said damages and/or liquidated damages. Such disbursements, pursuant to the demand of all or any portion(s) of the face value of the letter of credit, may be effected by the Board's submission of a written demand for payment to the institution that issued the letter of

credit on behalf of the Contractor. Partial disbursement(s), pursuant to demand, shall not terminate the letter of credit, but the balance shall be diminished by any amounts disbursed and shall otherwise remain in effect.

The letter of credit shall name the Chair of the Workers' Compensation Board as beneficiary and be in the amount of ten million dollars (\$10,000,000). If at any time, in the WCB's discretion, the Contractor has satisfactorily performed its duties, such letter of credit may be reduced to the amount of five million dollars (\$5,000,000). The letter of credit shall authorize the New York State Workers' Compensation Board to draw a draft on sight, when accompanied by a Certificate from the New York State Workers' Compensation Board certifying that the amount demanded is due because of the failure of Contractor to perform under this Agreement as specified; and authorize partial drawings from the face of the letter of credit.

The letter of credit shall not be canceled, revoked, or terminated during the term of the Agreement between the Workers' Compensation Board and the Contractor and for a period of ninety (90) days thereafter.

6.15 Legal Assurance of Authority to Perform

In consideration of the premises stated within this Section 6, the Contractor represents to the WCB that:

- The Contractor has corporate authority to perform all duties required of it by the contract; and
- The Contractor is qualified to do business in the State of New York.

The Contractor shall give immediate notice to the WCB of any event or circumstance that may affect the validity of the representations herein contained and shall take any and all actions required to preserve its legal authority to perform the contract.

6.16 Delegations of Authority

Any right, power, or duty imposed or conferred on the WCB by contract provision shall be possessed and exercised by the Chair of the WCB unless it is specifically delegated to the duly appointed agents or employees of the WCB. Any such delegation of authority shall be reduced to writing by the Chair, with a copy thereof furnished to the Contractor.

6.17 Patent or Copyright Infringement

- 6.17.1 The Contractor, solely at its expense, shall defend any claim or suit that may be brought against the WCB or the State for the infringement of United States patents or copyrights arising from the Contractor or the WCB using any materials or information prepared, developed, or furnished by the Contractor in performing the contract. In any such suit, the Contractor shall satisfy any final judgment for infringement. The WCB shall give the Contractor written notice of such claim or suit, the full right and opportunity to defend it, and full information and all reasonable cooperation.
- 6.17.2 If principles of governmental or public law are involved, the State may participate in defending any action identified in section 6.17.1 herein, but no costs or expense shall be incurred upon the account of the Contractor without the Contractor's written

consent.

- 6.17.3 If, in the Contractor's opinion, any materials or information mentioned in section 6.18.1 herein are likely to (or does) become the subject of a claim of infringement of a United States patent or copyright, then, without diminishing the Contractor's obligation to satisfy final award, the Contractor may, with the WCB's prior written approval, substitute other equally suitable equipment, materials, and information or, at the Contractor's option and expense, obtain the right for the WCB to continue the use of such equipment, materials, and information.

6.18 Contractor's Representations & Warranties

When used in this Contract, the term "product" shall mean any deliverable pursuant to the Agreement. The Contractor hereby warrants and represents:

- (a) It shall assume responsibility for the cost and timely accomplishment of all obligations and duties required by the Agreement whether or not the Contractor, or subcontractors, performs such obligations or duties. The Contractor shall ensure that all obligations and duties are carried out in a competent and timely manner.
- (b) That the services provided under this Agreement conform to the technical specifications provided in the WCB's Request for Proposals (RFP).
- (c) Knows of no legal, business, or financial impediment at the time of execution, to the successful completion of its obligations pursuant to this Agreement. If the Contractor learns of any impediment (including bankruptcy, receivership, etc.), the Contractor must notify the WCB at that time. Failure to do so during the course of the agreement will be considered a material breach.
- (d) It shall perform its obligations in accordance with all of the conditions, covenants, statements, and representations contained herein, during the Agreement term.
- (e) During the term of this Agreement, Contractor will maintain and make available the necessary levels of qualified personnel to ensure proper performance by Contractor of its obligations and responsibilities under this Agreement; and all work will be performed in a professional, expeditious manner.
- (f) Products delivered pursuant to this Contract shall conform to the specifications and performance standards set forth in the Agreement
- (g) Full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of the WCB perpetual license rights to use the product for the purposes of this Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the State of New York and the WCB for any loss, damages, or actions arising from a breach of said warranty without limitation. The WCB may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The WCB's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.
- (h) It shall pay, at its sole expense, all applicable permits, licenses, tariffs, tolls, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the WCB that it meets or exceeds all requirements of the Agreement and any

applicable laws, including but not limited to, permits, insurance coverage, licensing, and proof of coverage for workers' compensation, and shall provide such proof as required by the WCB. Failure to do so may constitute grounds for the WCB to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the WCB.

- (i) If, during the term of the Agreement, issues or faults develop in deliverables produced by the Contractor, the Contractor shall promptly update or replace the deliverable affected. All costs for labor and material and transportation incurred to update or replace the deliverable shall be borne solely by the Contractor, and the State or WCB shall in no event be liable or responsible therefore.

Any deliverable replaced by the Contractor pursuant to this warranty shall be replaced at no cost to the WCB and guaranteed for the remainder of the term of the Agreement.

- (j) All services performed pursuant to the Agreement will be provided in a workmanlike manner in accordance with industry standards.

A breach of any provision of this section shall be deemed a "material breach" for purposes of default under this Agreement.

6.19 Security and Confidentiality

Contractor warrants, covenants and represents that it will comply fully with all security procedures of the State and that any confidential information obtained by the Contractor, its agents, officers, or employees in the course of performing this Agreement, including information received from another Contractor, will not be divulged to any third parties. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this paragraph to insure such confidentiality.

Results of any evaluation of Contractor's services may not be disclosed to any third party without notifying Contractor of any requests for such information as provided for in Section 89 of the Public Officers Law.

Contractor may, at any time, request that any information or records submitted to the State be withheld from disclosure pursuant to Section 87(2)(a-d) of the Public Officers Law.

The State shall use the same degree of care to prevent disclosure of Contractor's proprietary information to others as Contractor uses with respect to its proprietary information. Disclosure of the terms of this Agreement to third parties shall be permitted consistent with the laws of the State of New York, and specifically the "Freedom of Information Law" contained in the Public Officers Law.

6.20 Software Licenses

To the extent that the Agreement involves the licensing of software by the Contractor to the WCB, such software license grant shall be governed by the following terms and conditions:

- (a) License Scope - The WCB is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the software up to the maximum licensed capacity stated in the Agreement. Software may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Agreement.

- (b) License Term- The license term shall commence upon acceptance of the software by the WCB.
- (c) Licensed Documentation - “Licensed Documentation” shall mean all documentation related to or associated with software licensed pursuant to the Agreement, whether or not currently existing and regardless of format, including but not limited to user manuals, technical manuals, and training materials. Contractor hereby grants to the WCB a perpetual license and right to make, reproduce and distribute, either electronically or otherwise, copies of such Licensed Documentation as necessary to enjoy full use of the software in accordance with the terms of the license.
- (d) Permitted License Transfers - As the WCB’s business operations may be altered, expanded, or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site, including transfers between WCB offices (“permitted license transfers”). The WCB does not have to obtain the approval of Contractor for permitted license transfers.
- (e) Archival Back-Up and Disaster Recovery - The WCB may use and copy licensed software and related Licensed Documentation in connection with: 1) reproducing a reasonable number of copies of the software for archival backup and disaster-recovery procedures in the event of destruction or corruption of the software or disasters or emergencies which require WCB to restore backup(s) or to initiate disaster-recovery procedures for its platform or operating systems; and 2) reproducing a reasonable number of copies of the software and related documentation for cold-site storage. “Cold-Site” storage shall be defined as a restorable back-up copy of the software that is not to be installed until and after the declaration by the WCB of a disaster.
- (f) Confidentiality Restrictions - The WCB will not disclose or otherwise distribute or reproduce any licensed software other than as authorized under the terms of Agreement. The WCB will not remove or destroy any proprietary markings of the Contractor.
- (g) Restricted Use by WCB - Except as expressly authorized by the terms of license, WCB shall not:
 - i. Copy the Product;
 - ii. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or
 - iii. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

6.21 Acceptance

The WCB shall have 30 days from the date of delivery to accept deliverables. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause does not constitute acceptance by the WCB as of the expiration of that period.

In the event that the WCB determines that any deliverable pursuant to the agreement does not conform to the specifications and performance standards set forth in the Agreement, the WCB shall have the option to cancel the Agreement in whole or in part, or to extend the acceptance period for another ten working day increment.

Costs and liabilities associated with a failure of the deliverable to meet specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

not have been caused by negligent or willful acts or omissions of the WCB's agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

7. GLOSSARY

The Glossary in Table 22 is provided for reference purposes only to help Offerors understand the terminology and processes currently used by the WCB. In the event of any inconsistency in (or conflict between) the definitions provided in the Glossary and the requirements defined in other Sections of this RFP, the requirements shall have precedence over these definitions.

Table 22, WCB Glossary of Terms and Definitions

Term	Definition
Adjudication	The Adjudication Division determines claims for compensation indexed by the Board. Such determinations are made informally through administrative determinations and proposed conciliation decisions wherein a determination is rendered without the parties appearing at the Board. Formal determinations are rendered after a hearing with the parties on the record followed by a Notice of Decision.
BPR	Business Process Reengineering
Business Analysis	Business analysis is the set of tasks and techniques used to work as a liaison among stakeholders in order to understand the structure, policies and operations of an organization and recommend solutions that enable the organization to achieve its goals.
Business Case	The justification for the project in terms of the value to be added to the business as a result of the project outcomes versus the cost to develop the solution.
C-4 Family of Forms	Forms submitted to WCB by Health Care providers reporting on medical information relevant to a claim. See the information for this and all WCB forms at http://www.wcb.ny.gov/content/main/forms/AllForms.jsp .
C-4 Forms Analysis	This business process improvement initiative focuses on a review of the C-4 Family of Forms to identify opportunities to improve the process by which medical treatment is reported. The outcome will be used as an input for the BPR initiative.
CIS	The Claims Information System is the primary computer application the Board uses to process Worker Compensation claims. Most phases of a WCB claim are managed by CIS including case assembly, hearing scheduling, hearing processing, decision and award creation, and appeals processing. In addition, CIS serves as the repository for the WCB's Electronic Case Folder (ECF) which is comprised of millions of scanned mail documents related to a claim.
Claims handling	Claims handling is the process by which a Claims Examiner determines the most effective path to resolve issues in claims and respond to customer inquiries. This involves managing work queues, responding to correspondence, telephone and in-person customer requests, identifying issues, requesting needed documents and determining the most effective resolution path: Administrative Decision, Proposed Decision, or Formal Hearing. The process also involves preparing proposed Administrative Determinations to resolve uncontested and penalty issues.
Contractor	Successful Offeror who was awarded a contract by the WCB as a result of the evaluation of all proposals submitted in response to this RFP.
ECF	The Electronic Case Folder comprises all scanned mail documents that relate to a Workers' Compensation claim. The ECF is accessible within CIS and eCase.

New York State Workers' Compensation Board

Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project

Term	Definition
eCase	eCase is a web application that allows outside parties to view the progress of claims that are listed as "Parties Of Interest" (POIs). The most common functionality used in eCase is to view the ECF, which enables POIs to see everything from Medicals and Decisions to general correspondence received for a particular case.
eClaims	eClaims is a WCB initiative to replace a largely paper-based reporting process with an Electronic Data Interchange (EDI) that uses national data standards developed by the IAIABC for filing First Reports of Injury (FROI) and Subsequent Reports of Injuries (SROI).
External Stakeholder	External stakeholders are customers and other parties that influence and are influenced by the WCB organization but are not members of the organization.
FMIS	Financial Management Information System
FROI	First Report of Injury
Functional Requirement	Functional Requirements describe the behavior and information that the solution will manage. They describe capabilities the system will be able to perform in terms of behaviors or operations – specific information technology application actions or responses.
IAIABC	International Association of Industrial Accident Boards
IC2	Insurance Compliance System Version 2 is a computer application used to identify an employer's insurer for claims purposes and to identify and penalize those employers who have not acquired workers' compensation or disability benefits insurance. IC2 utilizes the IAIABC EDI standard for proof of coverage..
Internal Stakeholders	Internal stakeholders are those from within the organization (WCB management and employees).
IV&V	Independent Verification and Validation
KPI	Key Performance Indicator
Non-functional Requirement	Non-functional Requirements capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions under which the solution must remain effective or qualities that the system must have. They are also known as quality or supplementary requirements. These can include requirements related to capacity, speed, security, availability, and information architecture and presentation of the user interface.
Offeror	A person or entity who submits a proposal to the WCB in response to this RFP.
Physical space	Physical space is often conceived in three linear dimensions in which objects have relative position and direction.
Project Manager	Person responsible for execution and coordination of all aspects of the contractor's project plan and schedule; provides the primary point of contact for the WCB, also has authority to act on behalf of the contractor.
Procedural Penalties	Financial penalties imposed by WCB, set by statute, when the insurance carrier or employer fails to comply with a particular responsibility in the administration of a claim.
Project Team	For convention in this RFP, the term Project Team includes the Contractor and the WCB staff working on the project.
PMP	Project Management Professional
QA	Quality Assurance is the systematic monitoring and devaluation of the various aspects of a project, service or facility to maximize the probability that minimum standard of quality are attained.

New York State Workers' Compensation Board**Request for Proposal for Workers' Compensation System Business Process Reengineering (BPR) Project**

Term	Definition
ROI	Return on Investment
Remote	Working off-site
SROI	Subsequent Report of Injury
Stakeholder	A person, group, or organization that has direct or indirect stake in an organization because it can affect or be affected by the organization's actions, objectives, and policies. Includes both internal and external stakeholders.
Straight-through processing	Seamless automation and integration of end-to-end processing of business events that eliminate manual intervention while dramatically improving speed, efficiency, and data accuracy.
System	The Workers' Compensation Board's processes
Transition Requirement	Transition Requirements describe capabilities that the solution must have in order to facilitate transition from the current state of the enterprise to the future state, but that will not be needed once the transition is complete. They are differentiated from other requirements types because they are always temporary in nature and because they cannot be developed until both an existing and new solution are defined. They typically cover data conversion from existing systems, skill gaps that must be addressed, and other related changes to reach the desired future state.
WCB	Workers' Compensation Board
WCB Project Team	Staff from WCB working on the project, does not include Contractor staff.