

PROPOSAL

Prepared For:

State of Nebraska

Solicitation Number - RFP 5949 Z1

ORIGINAL

Prepared by:

Becky Davis

Sales Executive

December 4, 2018



COVER LETTER

Riskconnect, Inc. (Riskconnect) is pleased to provide State of Nebraska (State) with our proposal for a complete Risk Management Information System. Riskconnect is the only provider of true Integrated Risk Management Solutions™. Our solutions allow you to:

- Integrate all organizational risks to provide a holistic view
- Respond proactively to risks quickly and with full audit trails
- Drive strategic growth through managing risks to objectives with confidence
- Reduce unnecessary work and duplicated activity

Our growing suite of solutions on a world-class cloud computing model enable our clients to elevate their programs for management of all risks across the enterprise with unparalleled efficiency. Riskconnect users attest to the performance and ease of use of the platform. Reports, dashboards, queries are available with the latest data almost immediately. Clients can also view platform performance whenever they want at <http://trust.salesforce.com/trust/status/>.

Our emergence and rapid growth has made Riskconnect the employer of choice in the risk management world. Many of the risk/claim professionals on our staff hold designations (ARM, CPCU, etc.) Our employees bring a wealth of diversity in industry experience, ensuring the State will have ready access to the specialists you need to address your business needs.

At Riskconnect, we foster a culture of constant innovation, and our model enables us to continually add additional features, functionality and products. Riskconnect has been able to launch the first true Integrated Risk Management system, bringing together a wide range of commonly isolated functions that typically use the same data components in many ways. By doing this, duplicative or conflicting data is eliminated — users can be confident they have the most current information to ensure they can do their job more effectively than ever before. Not only are clients able to enter this Integrated Risk Management from any perspective, they can readily implement other components as and when they wish to — with many clients now showing expanded use of the system from audit to vendor risk management.

We are confident Riskconnect will provide the State with the advanced and robust platform required to support your long-term risk management strategy. We welcome the opportunity to provide additional information to the State regarding the solutions discussed within this document.

Riskconnect acknowledges receipt of Addendums One, Two and Three of the proposal.

Best regards,

Becky Davis

Sales Executive

Phone: 303-885-7709

Email: Becky.Davis@riskconnect.com

EXECUTIVE SUMMARY

Riskconnect is the trusted, preferred source of Integrated Risk Management technology, offering a growing suite of solutions on a world-class cloud computing model that enable clients to elevate their programs for management of all risks across the enterprise. Riskconnect allows organizations to holistically understand, manage and control risks, positively affecting shareholder value.

Integrated Risk Management

Our solutions facilitate the ability to plan for and respond intelligently to all risks that could potentially harm an organization and its competitive position, damage corporate reputation and/or restrict strategic growth. Integrated risk management brings together all areas of risk effectively and efficiently, reducing costs and enabling insights that have previously been unobtainable. This approach offers one source of the truth, consistent overview of risks, economies of scale, and efficiencies in treating risk. Riskconnect's highly configurable technology will provide the State with more accountability for corporate governance, strategy and risks across the entire organization. Riskconnect's Integrated Risk Management Solutions will replace the State's existing processes that meet the State's requirements of: claims management, policy management and all enterprise risk management functions.

Riskconnect's Integrated Risk Management Solutions will allow the State to greatly reduce vendor dependency, save company expenses otherwise required for system support, and increase overall system usage and work efficiencies.

Value Proposition

The State has a diverse government organization, comprised of over 80 agencies, performing a wide range of functions and operations, with approximately 34,000 employees including the university system, and serving 1.9 million residents of the state. It is a requirement that the RMIS solution selected encompasses the State's business model and processes, provide claims management, policy management, and other enterprise risk management functionalities.

The State has used RiskConsole as its claims management system since 2002. As of August 30, 2018, 28,823 claims are maintained within RiskConsole. All of these claims fall under the Tort, Miscellaneous or Contract Claims Acts. Some of the files also includes Notice of Lawsuits and Indemnification Claims. For the tort, miscellaneous and contract claims, the standard information is collected, such as, the claimant's name, address, phone number, amount of the claim, State Agency involved in the claim to name a few. There is also free text fields that allow for the claim description to be captured, details of phone conversations, and other claim details. All associated documents are uploaded with each claim. Prior to 2017, documents were not saved in a standardized format. Formats include, but may not be limited to, PDF, Word, JPEG, TXT, or PGN. After 2017, all documents were saved in PDF format. For Notice of Lawsuits and Indemnification Claims, the claimant name, contact information, attorney contact information, amount of the alleged damages, settlement/judgment information is collected. The Vendor/Contractor must be able to 'run-in' all data including claim information and associated attachments for the claims listed above.

Riskconnect's Risk Management Information System (RMIS) has the ability to meet the above requirements as it is built on a single integrated analytics environment and will give the State end to end visibility to all risks across the

organization. Riskconnect technology offers a unique ability to correlate the State's risks with an innovative approach to assessing, tracking and processing incidents, claims, litigation, exposure, property, including COPE, policy management, asset management and more. Riskconnect does this with superior business intelligence, robust and easily configured workflow, full document management system, real time data processing with historical audit tracking. Riskconnect RMIS offers the following capabilities to meet the State's stated requirements and allows for growth and expansion into other areas not currently mentioned that are part of the full risk management process:

- **Claims Administration and Management**- Automated claims management streamlines the process of understanding cost drivers.
- **Claims Audit Management** - Automate sampling capability, configure audit questions and scoring, select claims based on characteristics requested in your sample and create reusable audit templates for more consistent and efficient audit processes.
- **TCOR** - With TCOR, you can track components, record estimated and actual values and then allocate TCOR to levels within your hierarchy. All of this helps improve transparency and responsiveness to senior management.
- **Insurance Policy Management** - Track all insurance policy information. Record all relevant details per policy and renew a policy with the click of a button and then create policy maps.
- **Asset and Property Management** - Track and manage all properties, property values, COPE information, and property recommendations in one place as well as other key data ensures an auditable and accurate record.
- **Exposures Management** - Store Exposure History so that you can spot trends easily. Enter values on any level of the hierarchy and enjoy quick modification of values for insurance and reporting purposes.
- **Insurance Renewal Collection** - A tool to collect and analyze renewal data. Send questionnaires across businesses throughout the world. These capabilities reduce collection time and eliminates the manual process of spreadsheet aggregation.
- **Predictive Modeling** - Integrated access to normative data for common claims, workflow tasks to initiate, automate and facilitate communication. These capabilities allow you to identify factors that may extend absences and quantify the impact of individuals claims.
- **Workers' Compensation** - Ergonomic reporting, corrective actions tracking, loss investigation and tracking of multiple disability claims all help accelerate claims processing and maintain con

Our People

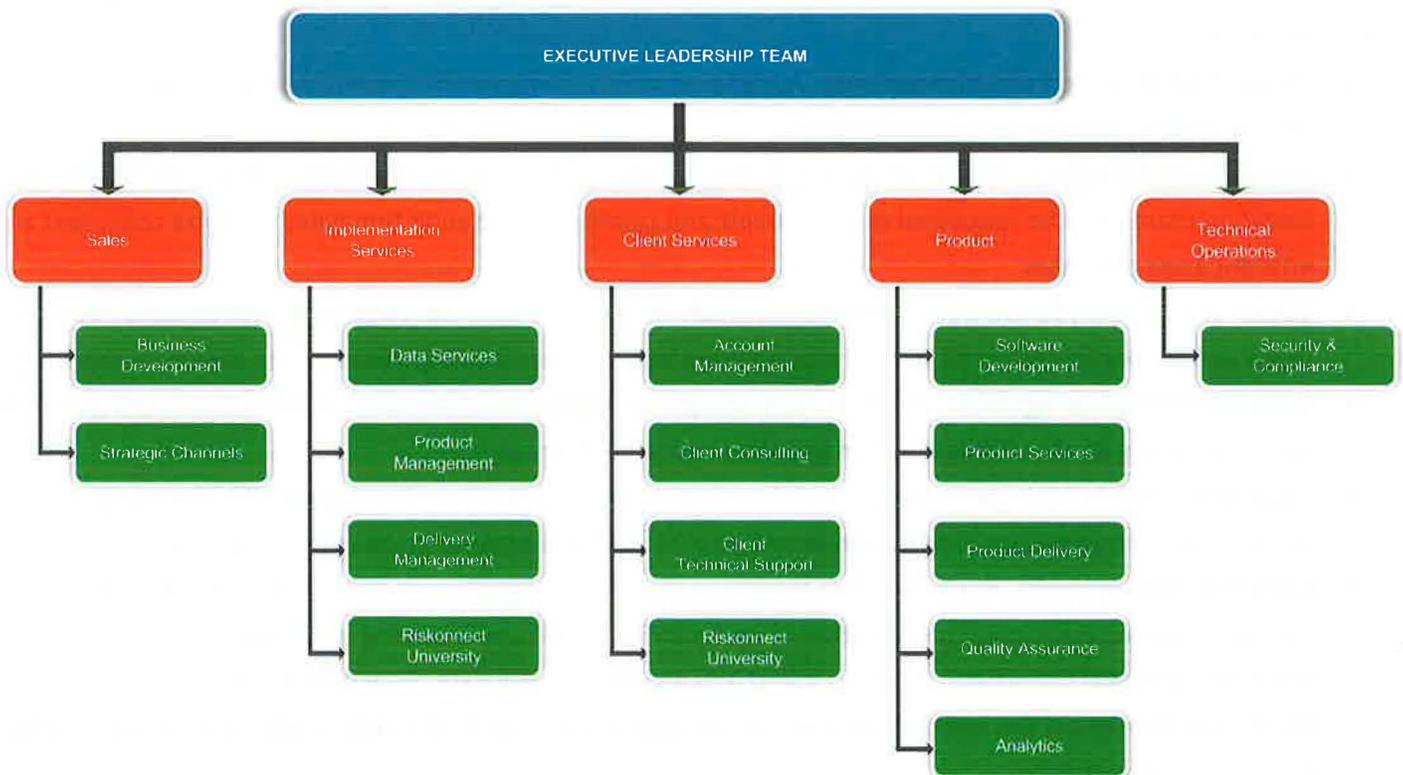
No organization can achieve long-standing success without the right people. Riskconnect has a staff of industry veterans who are excited to bring the State their vision for what risk management technology can and should do for our clients. Many of our risk/claim professionals hold designations (ARM, CPCU, etc.) In addition, our Implementation Services employees bring a wealth of diversity in industry experience, ensuring the State will have ready access to the specialists you need to address your business needs.

Conclusion

We are confident we are the best positioned integrated risk management solution provider to partner with the State to ensure you satisfy your short- and long-term data management and reporting needs. We look forward to working with the State's team, as you finalize your risk management technology evaluation and selection process.

RISKCONNECT OVERVIEW

The Riskconnect [executive management team](#) has a proven track record in the worldwide risk technology market and have strategically recruited known professionals from within the risk technology industry, who share demonstrated risk management success, expertise, integrity, and a strong work ethic.



Accolades

As a testament of our market-leading innovation, Riskconnect has received several technology and industry awards for our global platform excellence and performance. We are proud and pleased to be acknowledged with such outstanding recognition.

 <p>CIO TOP 25 APPLICATIONS GRC TECHNOLOGY SOLUTION PROVIDERS - 2018</p>	 <p>Top 10 Governance, Risk and Compliance (GRC) Vendors 2018</p>	 <p>2018 STEVIE WINNER AMERICAN BUSINESS AWARDS</p> <p>New Software Product or service of the Year - Governance, Risk & Compliance Solution</p>	 <p>ATLANTA BUSINESS CHRONICLE 2018 Pacesetter</p> <p>Fastest Growing Private Companies in Atlanta</p>	 <p>10 Most Trusted Risk and Compliance Solution Providers 2017</p>
 <p>CIO Review 20 MOST PROMISING ENTERPRISE RISK MANAGEMENT SOLUTION PROVIDERS - 2017</p>	 <p>GEORGIA FAST 40</p> <p>Fastest-Growing middle-marketing companies in Georgia 2017</p>	 <p>ATLANTA BUSINESS CHRONICLE 2017 Pacesetter</p> <p>Fastest Growing Private Companies in Atlanta</p>	 <p>AWARDED TOP 15 RISK MANAGEMENT BLOGS 2017</p>	 <p>10 Fastest Growing Compliance Solution Providers SR 2016</p> <p>Silicon Review Magazine</p>
 <p>ATLANTA BUSINESS CHRONICLE 2016 Pacesetter</p> <p>Fastest Growing Private Companies in Atlanta</p>	 <p>BUSINESS INSURANCE INNOVATION AWARDS 2015</p> <p>Products & Services designed for use by Professional Risk Managers</p>	 <p>2015 RMIS REVIEW PUBLISHED BY ADVISEN</p> <p>Top-Ranked RMIS Provider</p>	 <p>ATLANTA BUSINESS CHRONICLE 2015 Pacesetter</p> <p>Fastest Growing Private Companies in Atlanta</p>	 <p>CIO Review 20 MOST PROMISING SALESFORCE SOLUTION PROVIDERS - 2015</p>
 <p>CIR Risk Management AWARDS 2014 winner</p> <p>Risk Management Product of the Year</p>	 <p>CIO Review 20 MOST PROMISING SALESFORCE SOLUTION PROVIDERS - 2014</p>	 <p>Best Fit Integrator AWARD</p> <p>In Partnership with Client State of Utah Category: Performance in Finance and Administration</p>	 <p>2013 Top 40 Innovative Company in Georgia TAG Technology Association of Georgia</p>	 <p>ATLANTA BUSINESS CHRONICLE 2013 Pacesetter</p> <p>Fastest Growing Private Companies in Atlanta</p>
 <p>TAG Top 40 Innovative Company in Georgia 2011</p>	 <p>RISK INNOVATOR 11 RISK & INSURANCE</p>	 <p>FORRESTER WAVE LEADER 2018 Governance, Risk, And Compliance Platforms</p>	 <p>Advisen RMIS REVIEW</p>	

“**Riskonnect** gives one large health system the ability to scale from **claims management** to **integrated risk management** in a single solution.”

“The Riskonnect system is helping so many different departments with a **wide variety of tasks**. It's really making our risk management department a much larger **strategic contributor** to the company.”
- Fortune 500 adhesive technologies, display graphics and packing materials

“**Riskonnect** was the **lowest-cost** and **highest-scoring** Governance Risk and Compliance vendors we evaluated.

Best of all, we were able to roll out to **26 markets in six months!**”

“**Riskonnect** allows us to track trends **more efficiently** and effectively and **apply loss control** and **safety** where we need it.”
- Regional Utility

“**Riskonnect** calls it *Chatter*.
One large construction company calls it **“next-generation communication”** and **“a new way to collaborate.”**

(They also call it “no more lost emails.”)”

“With **Riskonnect**, there is just more time to focus, and you can **spend more time on the analytics** as opposed to the data gathering.”
- National Food Company

Riskonnect is honored to be included in several highly-regarded analyst publications. We take these placements very seriously and continuously work to develop solutions that make industry analysts take notice.

- Riskonnect positioned as a Visionary in Gartner’s 2018 Magic Quadrant for Integrated Risk Management
- Recognized as a Leader in [The Forrester Wave™](#): Governance, Risk, And Compliance Platforms, Q1 2018.
- [Gartner’s Hype Cycle](#) for Risk Management, 2017
- [Gartner Market Guide](#) for Corporate Compliance and Oversight Solutions

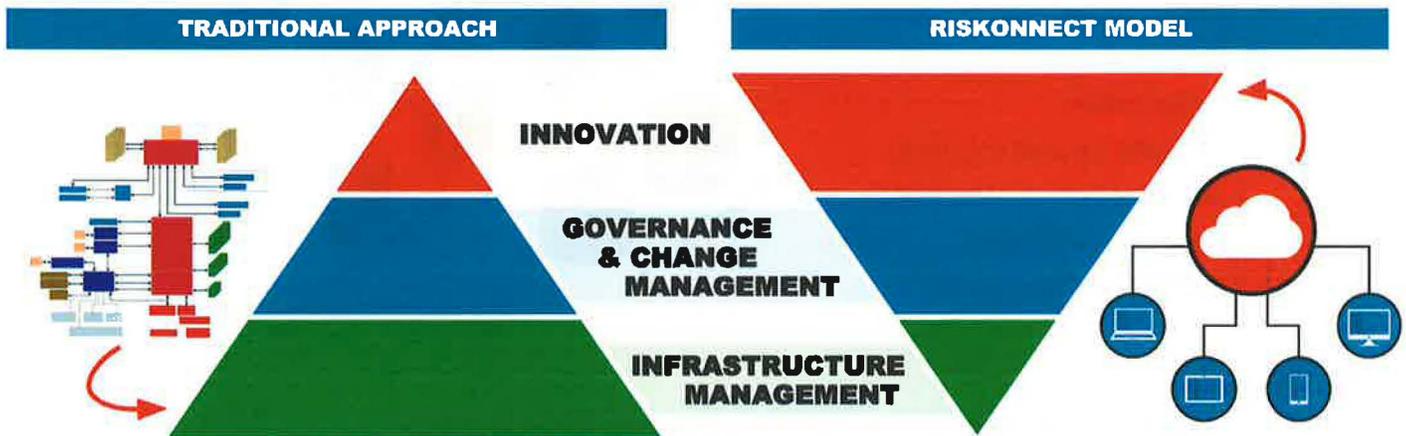
Riskonnect solutions continue to demonstrate incredible power and flexibility, particularly among our global users across more than 91 countries worldwide. The company’s growth has been fueled by Riskonnect's unmatched ability to meet the needs of the marketplace, in such diverse sectors as logistics, energy, global shipping and retail.

Our business model enables growth at a rapid rate without adverse effects to our performance or service support. Riskonnect's collaborative model empowers clients to manage and modify their evolving data management and reporting needs on-demand and in real time. This market-leading technology has been rapidly adopted by industry

leaders and has quickly become the standard to which all technology providers in our industry must aspire. While virtually all of the system providers in our industry have made announcements of plans to move their technology to this standard, they are each learning about the challenges of moving massive amounts of custom programming into the configurable one-version-of-the-truth environment in which Riskconnect successfully operates.

Cloud Computing

Riskconnect delivers a world-class cloud computing architecture and continues to deliver client-specific solutions with unmatched responsiveness and innovation. Traditional software companies focus most time on managing the basics of enterprise software.



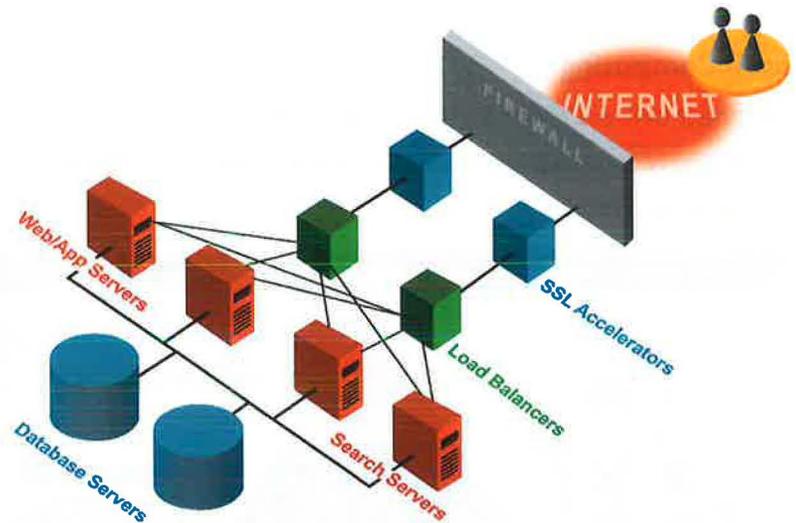
The technology supplied to Riskconnect is just the beginning of what makes us unique. By using such a powerful base to our product, Riskconnect significantly reduces time and resource necessary to deal with infrastructure challenges. Instead, Riskconnect focuses on risk management innovation and being agile in the modern business environment.

Security In-Depth

At Riskconnect, security is a top priority and takes on several dimensions. Below is a list of security features available with the Riskconnect platform.

- **Application**

- All passwords encrypted
- Highly secure session key management
- Application self-monitors for security violations
- Access to data may be limited by type of user and part of organization
- Granular security may limit access to type of data, fields, reports, screens and functionality as required



- **User Access**

- Customized password policies that match your organization's policies
- Access may be restricted to your network

- **Internet**

- 256-BIT SSL for all transactions
- Verisign Certificates

- **Firewall**

- Tightly controlled perimeter firewalls
- Intrusion detection systems
- Proactive log monitoring

- **Physical**

- Top-tier data center facilities
- Biometric access screening
- Escort controlled access
- Armed Guards

Best-In-Class Security and Third Party Certification

Third party validation provides end-to-end third party attestation for our platform and everything we do for our clients. These certifications are complementary to the best-in-class assurance report available from our platform. Also, Riskconnect provides complete documentation of its related assurance reports providing full transparency to our prospects and clients.



Enterprise Risk Management

Enterprise Risk Management (ERM) brings together all the significant risks of an organization in a way that enables the organization to most effectively manage those risks. As businesses explore new methods for managing risks, ERM provides a framework to identify and proactively address those risks. Through Riskconnect's solution, you can easily measure and manage all risk-related elements in order to quickly and accurately report the status of your organization's end goals.

Features

- Hierarchical view of risks
- Risk register
- Risk assessments
- Risk heat maps
- Control universe
- Workflows generating action when risks change
- Issue/incident management and remediation
- KRIs/KPIs



RISKCONNECT INTEGRATED RISK MANAGEMENT SOLUTION DESCRIPTIONS

Integrated risk management allows you to see your critical risks comprehensively and in context enabling you to quickly and intelligently understand the risks to your enterprise in a clear and connected way and act on them — to either mitigate or exploit — with speed.

Only Riskconnect offers a single, fully-integrated technology solution that provides critical insight into all the strategic and operational risks across the enterprise and what is being done to manage these risks to align with the risk tolerance of the organization.



Risk Management Information System

Riskonnect's risk management solutions empower risk decision-makers through leading-edge technology. In order to help organizations lower their total cost of risk, they need to be able to immediately cross-examine their risk and insurance data. Many organizations struggle to achieve this goal, spending valuable time manually manipulating and consolidating the data across the enterprise. This is often at the expense of being able to add real value to their organizations by helping reduce losses, and proactively manage and mitigate risks.



Riskonnect Risk Management Information System (RMIS), built on a cloud computing model with unsurpassed technology and thought-leading risk management expertise, is an innovative approach to incidents, claims, litigation, exposure, property, including COPE, policy management, asset management and more. The scope of the Riskonnect RMIS offering aligns with competitors. What makes the real material difference between a Riskonnect RMIS and another vendor's RMIS?

- Superior business intelligence
- Robust workflow
- Client users can configure workflow rules
- Full document management system
- Data processed on a timely basis, with historical tracking for audits
- Creates a bridge from risk management to operations



Regulatory and Compliance Management

Managing compliance and regulatory management in silos can result in uncoordinated efforts — despite risk and compliance issues being intertwined — and duplicate controls. This often causes confusion, inefficiency, duplication of efforts and remedial actions within one organization. That leads to wasted resources, such as employee time and budget allocations that could be better spent.

Embedding a risk management culture and risk awareness throughout your organization is imperative to the success of any compliance and regulatory management program. Technology solutions that facilitate this can propel your program to a significantly more mature level, while optimizing internal controls and improving compliance. Business decisions can be much more strategic and opportunistic when decision-makers can see the interconnectedness of risks.

Riskonnect's solutions help organizations define, organize and manage compliance in a single, centralized repository.

Regulatory and Compliance Management Solutions

- **Governance and Ethics** - Identify and track compliance with government regulations, contracts and internal policies.
- **Code of Conduct** - Centralized repository for all your compliance specialists allowing an organization to

distribute, monitor, track and maintain their code of conduct policies.

- **Compliance Management** - Repository for all known governance (regulations, contracts, internal policies) with change tracking and monitoring. Reports and dashboards provide immediate awareness of status of all compliance activity.
- **Regulatory Change** - When regulations change, our solution assists the appropriate people carry out specific tasks within an agreed timeframe and assurance that these changes have been made.
- **Case Management** - Centralized and configurable system to record, update and monitor all issues.
- **IT Compliance** - Unlimited asset register, with relationships used to define location, possession, configuration, software, etc.

Vendor Risk Management

Riskonnect vendor risk management solutions provide the tools to identify the risks every vendor introduces with each engagement with an organization.

The benefits of using technology to automate vendor risk efforts include the ability to simplify the vendor risk assessment process, identify key risks in the supply chain, automate alerts and initiate early intervention when the supply chain potentially interrupted.

Vendor Risk Management Solutions

- **Certificate Management** - A central repository for certificates and electronic image of certificates that can be searched by vendor, insurer, policy number, effective date, expiration date, etc.
- **Supplier Quality Management** - Secure access to a portal for vendors without licenses enables application and updating of relevant background data and provision of quality certifications.

Audit Management

Riskonnect offers a robust audit management solution that allows your organization to gather all the documentation related to audits as well as generate reporting to provide oversight on audit results and remediation. Your organization will make better decisions based on a sound understanding of risks, controls and opportunities across the enterprise.

Audit Management Solutions

- **Internal Audit** - Controls management, risk assessment and analysis, and audit execution, review and metrics.
- **Operational Audit** - Identify and categorize objectives, and their related controls. Then test the effectiveness of controls in achieving their control objectives.

Business Continuity Management

With Riskonnect's Business Continuity Management solutions, organizations can implement a consistent, global approach to their Business Continuity Plans.

Business Continuity Management Solutions

- **Business Continuity Planning** - Reduces exposure to legal risks and liabilities. Establishes a transparent system for better coordination with suppliers.
- **Crisis Communication** - Develop and store your crisis communication plans. Allows for event tracking and benchmarking.

Health and Safety Management

Riskonnect's suite of Health and Safety Management solutions allows your risk management and safety professionals to collaborate with business intelligence.

Health and Safety Solutions

- **Issues and Incident Management** - Accelerated claim processing, improved incident-reporting notification, routing and escalation to ensure compliance and process improvement.
- **Policy Management** - Streamline the complex and comprehensive management of an organizations policies. Ability to track each policy from origin to obsolescence, giving managers complete visibility into their policy program.
- **OSHA Compliance** - Guided assistance for employees to classify work related injuries or illnesses. Monitor trends and measure actual performance against goals.
- **Issues Management** - Provides a fully auditable process from the initial finding to the completion of tasks and, if required, the attestation by the relevant authority that the issue has been resolved appropriately.
- **Inspections** - Generate tasks automatically from inspection results. Mobile technology can record images of problem areas.
- **CAPA (Corrective and Preventive Actions)** - Automated follow-up and escalation triggers when delays occur.

Sarbanes-Oxley Management

The 2002 Sarbanes-Oxley Act (SOX) generated a huge increase in the provision of software to support the requirements of the Act. Much of this software is now antiquated and SaaS has proved quicker, more secure and more effective, with reduced internal support required. Riskonnect solutions are provided as SaaS, which eliminates the burden of constantly migrating from obsolete software and enables your organization to solely focus on the issues at hand.

Sarbanes-Oxley Management Solution

- Simplified import of existing data.
- Rapid configuration to client's specific requirements.
- Readily able to change when/if regulations change and when the organization changes.
- Hierarchical approach enables easy expansion/contraction of scope.
- Minimal IT involvement required.
- Extensive client configuration capabilities ensures effective management of the process and enables immediate changes.

RISKCONNECT STANDARD TOOLS AND FEATURES

Standard with every implementation comes an array of functions that enhance your risk management capabilities. In addition to all of Riskconnect's solutions being fully mobile, these added features include collaborative communication tools; alerts of natural disasters/events mapped to your key locations; electronic document creation and signature abilities; and advanced reporting and dashboards. Furthermore, Riskconnect's Enterprise Risk Management solution is also included with each implementation.



Mobile Capabilities

In a world where professionals use their smartphones and tablets more than their computers, the Riskconnect1 mobile application (app) is a game-changing innovation that enables risk managers and their users to experience Riskconnect solutions in their entirety, anywhere and everywhere. The Riskconnect1 App offers full system functionality and enables users to access Riskconnect solutions from anywhere using any mobile device.



Reporting

Riskconnect Insights

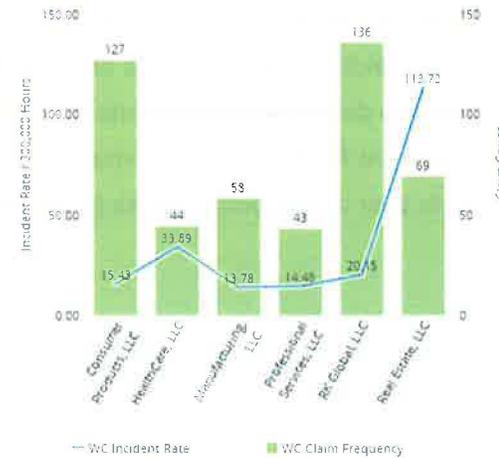
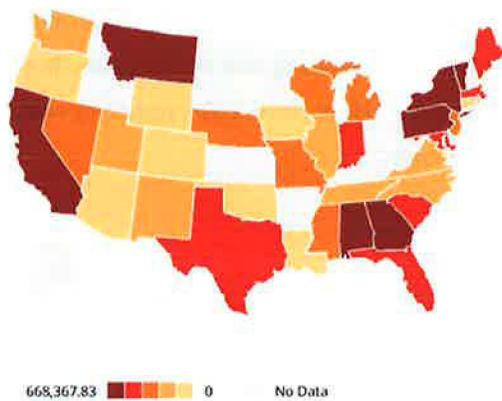
Riskconnect Insights is the intelligence needed to power effective integrated risk management, by surfacing, connecting and communicating risk information in ways that drive faster, smarter business decisions. Riskconnect Insights is an approach to analytics that helps draw conclusions about your business and answers questions quickly with intuitive data exploration and filtering. Identify trends earlier, react now, and see the future today.

Workers Compensation: How are our subsidiaries performing?

Workers Compensation Severity
\$3,932,623
Total/Net Paid

Workers Compensation Incident Rate: Prior Year
477
WC Claim Frequency: Prior Year

Medical vs. Indemnity
122
Average Claim Age: Report to Closure



The benefits that Riskconnect Insights offers is the ability to access the right information at the right time through a single dashboard. Strategic metrics can be shown graphically, providing data that is easier to read and interpret.

Key Features and Functionality

- Data discovery features including business user-oriented self-service data preparation and analyst-oriented advanced data exploration and manipulation.
 - Intuitive easy to use tools that allow non-technical users to create content and visualizations.
 - Dozens of chart types from basic bar and pie graphs to more advanced graph types, tables, and maps.
- Create ad-hoc query calculations utilizing Beast mode functionality.
- Collaborative data hub providing access to and integration of many data sources.
- Fast ad-hoc delivery of interactive management dashboards.
 - Data can be optimized and near real-time based on client’s needs.
 - Information can be published for a presentation or sent via email.
 - Intelligent alerts and monitoring of key metrics.
- Drag-and-drop ETL for quick data transformation.
- Intuitive user interface, data filtering, and exploration.

Cognos

In addition to Riskconnect Insights, our solutions are layered with superior business intelligence technology and reporting capabilities powered by IBM, allowing for the delivery of the complete range of business intelligence capabilities from IBM Cognos directly within Riskconnect solutions — reporting, analysis, dashboarding and scorecards — resulting in a solid foundation for integrating risk management with corporate performance management. Cognos fully integrates with Riskconnect's standard report library to provide advanced business analytics.

Reports and Dashboards

Riskconnect's powerful native platform reporting tool enables your organization and executive leadership to turn the raw data into information people can act on. Riskconnect's reporting capabilities allow the end user to create their own ad-hoc reports and dashboards. Creating reports and dashboards is simplified using drag and drop methods for choosing fields, filtering, formatting, and grouping data as well as choosing dashboard graphics. The ad-hoc reporting tool supports complex filters, sorting and relationships through a drag and drop authoring tool. This includes capabilities to create on-the-fly new formula fields to define new data relations and grouping from bursting and distribution. It also offers drop-down menus as well as icons for sorting, summaries and report output. Users have 200+ standard report templates to choose from to create your own report libraries as well as shared ones.

CUSTOMER SUPPORT AND IMPLEMENTATION

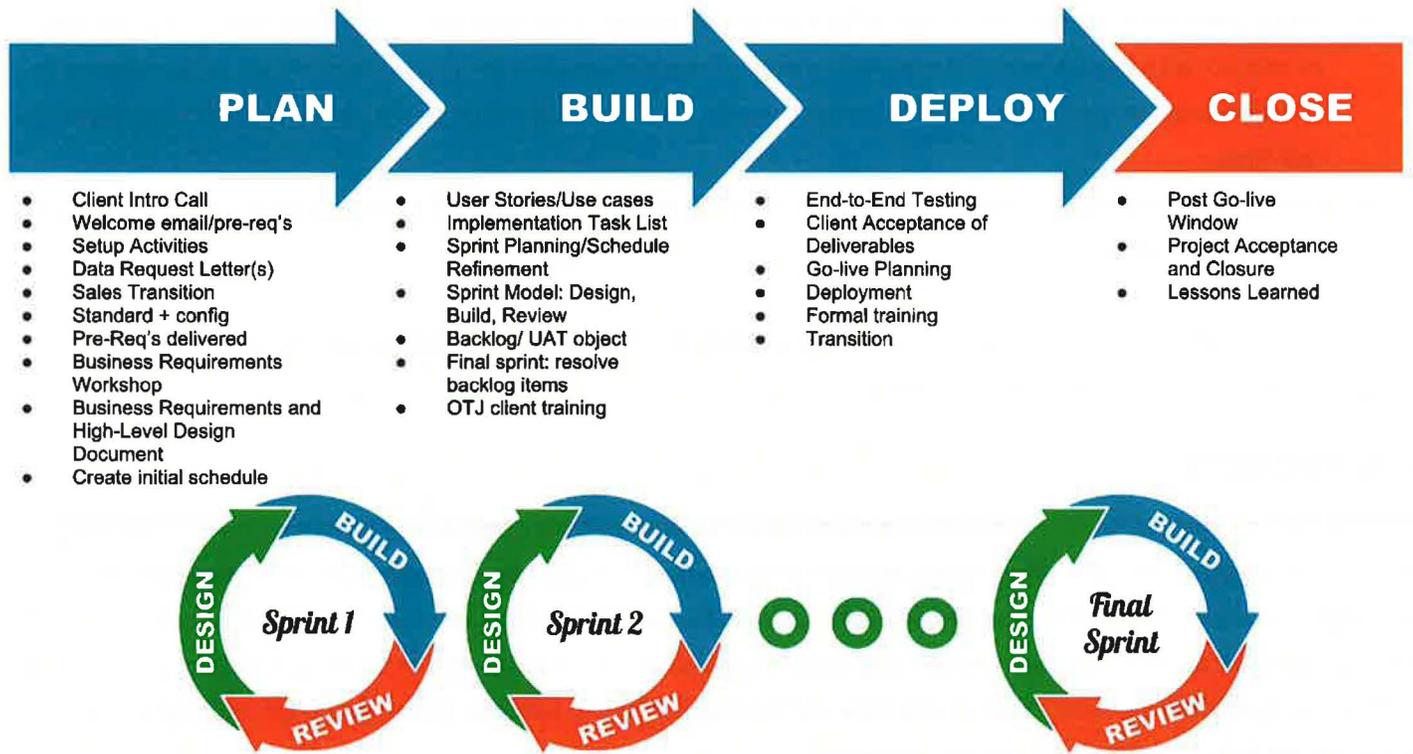
Comprehensive Approach

In terms of implementation, Riskconnect's methodology balances speed with control while accommodating our client's priorities, technical needs and time. This is a lean, agile practice that prevents waste, minimizes risk and adds value for our clients through collaboration and engagement. Each implementation project moves through four stages: Plan, Build, Deploy and Close. Within each of these stages are the processes and techniques we utilize to properly plan, document, execute and test our work. The graphic below provides a visual picture of our four-stage approach. Each stage has a specific purpose, an entry point, inputs, activities, tools and techniques, outputs and participants.

Project Planning

Within the Riskconnect service model, each client is assigned a personal Client Services account manager with a support staff of configuration specialists, data engineers, business analysts and technical engineers who comprise the State's service team. Our team members forge a partnership with clients to find the best solutions for each client's specific needs.

“With **Riskconnect** there are no hand-offs. Clients have a **direct connection** with the person actually resolving their issues or handling their support requests.”



Riskonnect Data Interface and Integration Technology

Integration is key to any successful risk management system implementation. Sometimes the data may only require a simple upload of a spreadsheet. Other times you may need a highly complex integration with multiple disparate systems, all in real-time. Riskonnect has data integration technology to meet all needs including:

- **Carrier/TPA data feeds** – Due to the lack of data standards in the risk management industry, this process requires highly experienced individuals who understand both risk management and data integration. Our data services staff is knowledgeable of all major sources of claims data and has the experience to overcome the myriad problems that may arise. We load data on any frequency from annual to near real-time.
- **Healthcare data feeds** – In addition to enabling data interchange with standard internal (e.g., HR) and external (e.g., TPA) systems, Riskonnect also provides the ability for healthcare providers to interface with their EHR for Admission, Discharge and Transfer (ADT) data (to power patient lookups to reduce manual data entry) in HL7 format, as well as with drug formularies, provider credentialing systems and more.
- **Real-time integration with internal systems** – Real-time integration is done with web services technology. Web services provide a secure and reliable means of exchanging data between systems. This may be used to retrieve employee information while entering an incident, for example. Riskonnect is built on the most widely used web-services platform in the world.
- **Simple data loads, including spreadsheet uploads**, may be done manually using Riskonnect's built-in data load features. These features allow trained end users to upload information from sources, such as Excel spreadsheets, at no cost.
- **Integration via email services** – This unique capability allows individuals (both users and non-users) and systems to interact with Riskonnect via email. Automated or manual emails may be used to transmit data, respond to approval process workflows and receive dashboards. This is all in addition to the ability to receive notifications in real-time.
- **Global data centers** – Riskonnect solutions support clients across the world from geographically-dispersed, fully mirrored data centers

Riskonnect's world-class data integration technology enables both legacy and current systems to become fully integrated with your risk management system.

CONCLUSION

Riskonnect is positioned to offer the State the most advanced and scalable integrated risk management technology solutions. In addition, we commit to continued innovation to improve upon existing solutions and create future offerings. We are confident that our company, products and service will exceed the State's expectations. Our integrated risk management approach, combined with the power of the platform on which our solutions are built and the robust configurability of our solutions, make us the clear technology partner to help the State meet your risk management goals and we look forward to earning your business.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

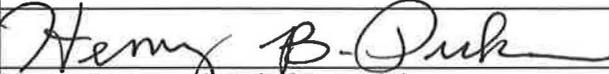
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Riskconnect, Inc.
COMPLETE ADDRESS:	1701 Barrett Lakes Blvd., Suite 500, Kennesaw, Ga. 30144
TELEPHONE NUMBER:	(770) 790-4700
FAX NUMBER:	(770) 790-4650
DATE:	December 4, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Henry Pickens, VP & General Counsel

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5949 Z1	October 24, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 20, 2018 2:00 p.m. Central Time	Teresa Fleming

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5949 Z1 for the purpose of selecting a qualified Bidder to provide a Risk Management Information System (RMIS)/Claims Management System. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed through June 30, 2022. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing a Risk Management Information System (RMIS)/Claims Management System at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Teresa Fleming, Buyer
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-6500
 E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release RFP	10/24/18
2.	Last day to submit written questions	11/01/18
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	11/08/18
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	11/20/18 2:00 PM Central Time
5.	Review for conformance to RFP requirements	11/20/18
6.	Evaluation period	11/26/18 through 12/07/18
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	12/12/18
9.	Contract finalization period	12/13/18 through 02/01/19
10.	Contract award	02/01/19
11.	Contractor start date	07/01/19

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5949 Z1; RMIS/Claims Management System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRICES

Prices submitted on the cost proposal form shall remain fixed for the initial period of the contract. Any request for a price increase subsequent to the initial period of the contract shall not exceed two (2%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

The Contractor must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract. Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview (Attachment A: Bidder Response);
4. Completed Sections II through VI;
5. Completed Technical Approach (Attachment A: Bidder Response); and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>The contract resulting from this RFP shall include only the Master Services Agreement (including its exhibits), the final mutually agreed Statement of Work detailing the solution provided, and an initial Subscription Order for the licenses. The RFP and any Addenda, Amendments, Q&A, and this proposal are expressly not incorporated. Riskconnect's pricing in the proposal will be honored and included in the final contract. Riskconnect reserves the right to fully negotiate all contractual terms in a final contract as part of the contract negotiation process. Riskconnect understands the State of Nebraska has an internal procurement process and to the extent possible, Riskconnect will work within that process and facilitate contract negotiation and inclusion of required terms in a final contract. However, Riskconnect does not agree to making an RFP part of the final contract. In addition, and in consideration of the pricing offered to State of Nebraska as part of this response, Riskconnect requires the use of Riskconnect's contract template, SOW, and Subscription Order.</p>

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HP			Henry Pickens, VP & General Counsel.

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HP			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
HP			Riskconnect's change control process must be followed, and this process is in alignment with the State's requirements in this section.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AP</i>			Request "prompt" notice instead of "immediate" notice.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>AP</i>	In general, Riskconnect accepts. However, Contractor's liability for excess cost for sourcing services from another vendor shall be limited per the agreement. Also, State's failure to make payment would be considered a breach as this is the primary obligation of the State under the Agreement.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AP</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JHP			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JHP			Our indemnification terms are found in Section 11 of the MSA - we are fine with replacing our terms with this language.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AK			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AK			

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska. The amount of the bond must be in the dollar amount \$60,000.00 (sixty thousand dollars). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond may be returned upon successful implement otherwise the bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		AK	Riskconnect must be free to enter into a sale, merger, acquisition, internal reorganization, or similar transaction - without requiring prior agreement of the State.

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			Please see Section 2 of the provided MSA for confidentiality terms.

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Please see Section 7 of the provided MSA for termination rights offered by Riskconnect. We do not offer termination without cause (points 1 and 2 below). However, we are amenable to including the requested termination rights requested in point 3 below.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Please see Section 7.6 "Data Disposition" in the provided MSA for how Riskconnect will return the State's Data upon contract closeout. Riskconnect does not contemplate transferring any ownership and title to deliverables to the State - we provide a SaaS solution on a subscription basis only.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>In general, we fully agree with these terms except where a by-name personnel commitment cannot be changed without prior written approval of the State. For example, if an employee leaves our employ or choses to work in a different unit, we need to be able to replace them without having to wait for administrative amendment. This potentially slows our ability to deliver and adds risk to the project that does not benefit the State.</p>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JAP	Please see Section 5 of the provided MSA. Riskconnect does not contemplate transferring any ownership or title to the deliverables under this contract. Our solutions are offered on a revocable subscription basis only. Please see Section 3 of the provided MSA for license terms.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JAP	Prior to execution of the final contract, Riskconnect will ensure our broker has fully reviewed the requested insurance terms against what our policies actually offer. In general, we do not expect there to be any concerns and we believe our coverage meets the need- but we must reserve acceptance until the terms are verified.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Administrative Services – Risk Management
 Attn: Risk Manager
 1526 K Street, Suite 220
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JAP			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	JAP		No State-owned property shall be furnished under the proposal.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AP			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AP			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

NOTE: RISKCONNECT OFFERS A SAAS SOLUTION AND THE SECURITY OFFERED MAY NOT BE ALTERED. WE WILL REVIEW SECURITY STANDARDS WITH YOUR TECHNOLOGY TEAM, HOWEVER, WE ARE NOT ABLE TO PROVIDE INDIVIDUAL CLIENTS WITH ONE-OFF SECURITY PROGRAMS. PLEASE REQUEST OUR TECHNOLOGY DUE DILIGENCE (TDD) PACKET FOR YOUR REVIEW OF OUR SECURITY PROGRAM.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
AP			Our disaster recovery plan is included in the Technology Due Diligence (TDD) Packet that you can request with an executed NDA.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JJP			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.
NOTE: LICENSE SUBSCRIPTIONS ARE PAID IN FULL AT THE START OF EACH YEAR OF THE CONTRACT. THE STATE WILL HAVE ACCESS AT THAT TIME, SO THE DELIVERABLE CONDITION IS MET.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JJP			

Invoices for **quarterly payments** must be submitted to the agency requesting the services with sufficient detail to support payment. Invoices must be sent to Department of Administrative Services – Risk Management Division, Attn: Shereece Dendy-Sanders, 1526 K Street, Suite 220, Lincoln, NE 68508. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JJP			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not

unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JP</i>	Payment terms shall be in accordance with the negotiated terms of the MSA.

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JP</i>			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>JP</i>	Please see the requested audit language provided in a separate envelope marked "Proprietary Information".

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who

possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. INTRODUCTION

This is a Request for Proposal (RFP) for a Risk Management Information System (RMIS)/Claims Management System for the State of Nebraska (the State). The State of Nebraska, Department of Administrative Service, Risk Management Division (Risk Management) through the Risk Manager and the State Claims Board, has the authority to consider, settle, determine and allow any tort, miscellaneous or contract claim filed against the State. Risk Management is also responsible processing claims that fall under the State's Self-Insurance Program. Tort, miscellaneous and contract claims are processed in-house and those claims are contained within the current claims management system, RiskConsole. The State's Third Party-Administrators (TPAs) for State Insurance and Workers' Compensation maintain claims information in their respective RMIS systems. The goal is to consolidate this data into one central database for improved reporting and visibility of the Risk Management Program.

The Contractor shall provide the State with a comprehensive, flexible and user-friendly RMIS. The RMIS shall allow users to administer claims, view claims, make online claim status inquiries, view real time claim file notes, run customized and standard reports, sort and trend data and create graphs with a high level of data integrity and security.

The State shall have a minimum of five (5) users of the RMIS system with the ability to create and write reports. The State is also interested in having fifteen (15) limited use users to view claims and upload documents. The main users will be the Risk Management Division and the limited use users will be selected state agencies.

The Contractor shall provide a minimum of three (3) training sessions to the Risk Management Division and agency users during the implementation period. The training shall take place in a state office building in Lincoln, NE. The Contractor shall supply on-going support for training and new product releases or upgrades via the telephone and/or internet. Support personnel shall be fully trained and have the required expertise to respond to technical questions and perform troubleshooting and problem solving.

B. PROJECT ENVIRONMENT

The State has a diverse government organization, comprised of over 80 agencies, performing a wide range of functions and operations, with approximately 34,000 employees including the University system, and serving 1.9 million residents of the State. State budget information may be found at: <http://budget.nebraska.gov/index.html>.

Authority for the State's insurance and risk management programs, covered by this RFP, is found in Neb. Rev. Stat. §81-8,239.01.

Statutes relating to claims against the State may be found as follows:

1. State Tort Claims Act at Neb. Rev. Stat. §§ 81-8,209 to 81-8,235.
2. State Miscellaneous Claims Act at Neb. Rev. Stat. §§ 81-8,294 to 81-8,301.
3. State Contract Claims Act at Neb. Rev. Stat. §§ 81-8,302 to 81-8,306.

C. PROJECT OBJECTIVES

It is a requirement that the RMIS encompasses the State of Nebraska's business model and processes, provide claims management, policy management, and other enterprise risk management functionalities.

D. CURRENT PROGRAM

The State has used RiskConsole as its claims management system since 2002. As of August 30, 2018, 28,823 claims are maintained within RiskConsole. All of these claims fall under the Tort, Miscellaneous or Contract Claims Acts. Some of the files also includes Notice of Lawsuits and Indemnification Claims. For the tort, miscellaneous and contract claims, the standard information is collected, such as, the claimant's name, address, phone number, amount of the claim, State Agency involved in the claim to name a few. There is also free text fields that allow for the claim description to be captured, details of phone conversations, and other claim details. All associated documents are uploaded with each claim. Prior to 2017, documents were not saved in a standardized format. Formats include, but may not be limited to, PDF, Word, JPEG, TXT, or PGN. After 2017, all documents were saved in PDF format. For Notice of Lawsuits and Indemnification Claims, the claimant name, contact information, attorney contact information, amount of the alleged damages, settlement/judgment information is collected. The Contractor must be able to run-in all data including claim information and associated attachments for the claims listed above.

For majority of the claims, the amount of a claim is an important part of the process. Claims under \$5,000 may be approved or denied by the Risk Manager. Claims \$5,001 to \$50,000 must be heard by the State Claims Board and claims over \$50,001 must be approved by the Legislature. Currently, staff manages the different levels of approval manually with an excel spreadsheet. It is the expectation of Risk Management that this process will be able to be tracked via the RMIS.

Throughout each process, there are standardized templates housed within RiskConsole. These templates range from approval/denial letters, status update requests, no jurisdiction letters, etc. There is also a template known as the "docket sheet." The docket sheet summarizes the claim and all action that has been taken. This document is used to present claims before the State Claims Board so that Board members may have a high-level overview of the claim.

The State is self-insured for General Liability, State Insurance and Workers' Compensation. The State has contracts with third-party administrators for insured claims and workers' compensation claims.

Link to workers' compensation contract: [71618 O4](#)

Link to current TPA contract: [Claim Services Agreement](#)

The State purchases excess insurance coverage as follows:

Automobiles: The State insured 7,190 vehicles. Vehicles are classified as passenger cars, vans, buses, trucks, tractors, trailer, or other drivable equipment. 420 are considered pursuit vehicles. Liability coverage is required on all vehicles, however, individual agencies determine whether to insure for physical damage. The All-Lines Aggregate Policy covers automobiles up to \$1 million with a \$300,000 self-insured retention (SIR). There is also an excess property policy of \$400,000,000. Hot pursuit vehicles are covered up to \$1 million, with a \$300,000 SIR and \$300,000 corridor retention. These vehicles are subject to an excess automobile liability policy up to \$4.7 million. Pursuant to State Statutes, Nebraska has strict liability for vehicular pursuits resulting in injuries to innocent third parties.

Real Property: The State insured 2717 facilities with a replacement value of approximately \$1.9 billion. The All-Lines Aggregate Policy covers real property up to \$1 million with a \$300,000 SIR. There is also an excess property policy with a \$400,000,000 limit.

Contents/Inland Marine: Each agency has the option to purchase coverage for its contents and inland marine. Inland marine and contents account for \$295,430,684. The All-Lines Aggregate Policy covers property up to \$1 million with a \$300,000 SIR. There is also an excess property policy with a \$400,000,000 limit.

Foster Care Coverage: Foster care coverage is contained within the All-Lines Aggregate Policy, There is a \$200,000 SIR and the policy limit is set at \$300,000.

Employee Dishonesty: Employee dishonesty is also within the All-Lines Aggregate Policy. There is a \$25,000 SIR and a \$1 million limit. Excess coverage is also available with a limit of \$30,000,000.

Current plans are to retain existing insurance liability insurance policies and limits. However, as market offerings are developed, existing coverage may be maintained, amended or eliminated at the discretion of the State.

Although, Risk Management does not administer state-insurance or workers' compensation claims in-house, it is required to receive a run-in report of these claims, as needed but not more than weekly, from the State's TPAs. The State's TPAs both use Origami as its RMIS of choice. These claims will be important to assist Risk Management with its policy management and loss control activities. Please note that for claims administered by the TPAs, Risk Management is not requesting for the Contractor to run-in attachments of documents, photos, audio records, etc. The current data to be run-into the RMIS shall include but not limited to claimant name, contact information, claim description, claim status, adjuster name, and all costs associated with the claim.

Annual number of claims entered into RiskConsole as of October 2, 2018.

Year	# All Claims
2018	723
2017	1,044
2016	994
2015	1,020

State Insurance Claims Data as of August 29, 2018.

Line of Business	# Open	# All Claims
Auto Liability – Hot Pursuit	1	47
Auto Liability	57	5,968
General Liability	0	17
Crime	0	22
Foster Parent	2	266
Auto Physical Damage	46	4426
Building and Contents	20	309
Personal Property - Inland Marine	1	36
Total	127	11,091

Workers' Compensation Claims Data as of August 29, 2018:

There are currently 44,141 claims (not including incident only claims) contained in the TPA's RMIS.

Type of Claim	Open	All Claims
Indemnity	544	9,160
Medical Only	198	34,981
Incident Only	0	25,662
Total	742	69,803

E. BIDDER REQUIREMENTS

Complete Attachment A: Bidder Response.

F. CHANGE MANAGEMENT

There will be natural project dynamics built into the process as well as outside change management that will need to be addressed. Bidder should provide hourly rates for position types to be applied for change management work in the Cost Proposal.

1. Natural Project Dynamics

There may arise from time to time a need for work not originally delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in this RFP or known at the time this RFP was issued.

2. Change Management Process

The Contractor shall prepare a written description of the work required due to the change and an itemized cost proposal for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Bidder's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both parties retaining all remedies under the contract and law.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

2. CORPORATE OVERVIEW Bidders must utilize the Attachment A: Bidder Response to provide responses to requirements.

3. TECHNICAL APPROACH (Attachment A: Bidder Response)

The technical approach section of the Technical Proposal should consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

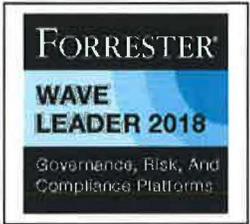
Form A
Bidder Contact Sheet
Request for Proposal Number 5949 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Riskconnect, Inc.
Bidder Address:	1701 Barrett Lakes Blvd., Suite 500, Kennesaw, Ga. 30144
Contact Person & Title:	Becky Davis, Sales Executive
E-mail Address:	Becky.davis@riskconnect.com
Telephone Number (Office):	(770) 790-4700
Telephone Number (Cellular):	(303) 885-7709
Fax Number:	(770) 790-4650

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Riskconnect, Inc.
Bidder Address:	1701 Barrett Lakes Blvd., Suite 500, Kennesaw, Ga. 30144
Contact Person & Title:	Becky Davis, Sales Executive
E-mail Address:	Becky.davis@riskconnect.com
Telephone Number (Office):	(770) 790-4700
Telephone Number (Cellular):	(303) 885-7709
Fax Number:	(770) 790-4650



Attachment A – Bidder Response

**Prepared For:
State of Nebraska**

Attachment A
Bidder Response
Request for Proposal Number 5949 Z1

Bidder Name: **Riskconnect, Inc.**

Bidders should provide a response to each of the following contractor Corporate Overview and Technical requirements on the following pages.

A. Corporate Overview

B. Technical Requirements

1. **General Capabilities**
2. **Attachment/Documents/Files**
3. **Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)**
4. **Reporting**
5. **Diary/Taskers**
6. **Policies**
7. **Implementation**
8. **Payments**
9. **Loss Control**
10. **Security**
11. **Other Requirements**
12. **Documentation Requirements**

CORPORATE OVERVIEW

A.1	<p>BIDDER IDENTIFICATION AND INFORMATION</p> <p>The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.</p> <p>Bidder Response: Riskconnect, Inc. 1701 Barrett Lakes Blvd., Suite 500 Kennesaw, GA 30144</p> <p>Riskconnect is a privately held company, incorporated as a C-Corp in Delaware.</p>
A.2	<p>FINANCIAL STATEMENTS</p> <p>The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.</p> <p>If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.</p> <p>The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p> <p>Bidder Response: Founded in 2007, Riskconnect, Inc. is the leading global integrated risk management solution provider that enables organizations to anticipate and manage strategic and operational risks across the extended enterprise. Its unique, holistic approach to integrated risk serves more than 900 companies across 6 continents. Riskconnect has operations in the Americas, Europe and Asia, employing more than 500 risk management experts.</p> <p>Riskconnect is the 'first to market' and only provider that integrates operational and strategic risk into a single risk management cloud platform. By connecting disparate systems and multiple data sources together, executive management and the board of directors have up to the minute visibility into their entire organizational risk profile.</p> <p>In addition, we pioneered the RMIS market more than 50 years ago by being the first to bring together claims information from multiple insurers. And that idea revolutionized the way risk was viewed and managed. Companies finally had a clear view of their</p>

	<p>claims data to better protect their employees, customers, and property.</p> <p>Our strong track record of innovation has been recognized by industry leaders such as Gartner Group and Forrester, plus more than 10 industry awards over the past five years.</p> <p>You can expect more than just powerful risk technology. With unrivaled technical knowledge, our talented professionals deliver innovative, world-class solutions that maximize your investment in technology. This integration of technical and intellectual expertise offers an unbeatable strategic advantage for our customers.</p> <p>Riskconnect is a privately held company, incorporated as a C-Corp in Delaware. The Company's SaaS model provides a strong recurring revenue stream, when coupled with high customer satisfaction rates, makes Riskconnect a very stable organization. A Riskconnect presentation of financials can be accommodated via a meeting with our CFO. Riskconnect does not have judgments, pending or expected litigation that might materially affect our ability to provide the proposed services.</p>
A.3	<p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.</p> <p>Bidder Response: Not applicable. Riskconnect does not anticipate any change in ownership or control of the company in the next (12) months.</p>
A.4	<p>OFFICE LOCATION</p> <p>The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p> <p>Bidder Response: Our headquarters location in Kennesaw, GA will be the primary location for support.</p>
A.5	<p>RELATIONSHIPS WITH THE STATE</p> <p>The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p> <p>Bidder Response: Not applicable. No previous contracts with the State.</p>

A.6	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>If any Party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.</p>
	<p>Bidder Response: Not Applicable. Riskonnect does not have any employee relations with the State.</p>
A.7	<p>CONTRACT PERFORMANCE</p> <p>If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.</p> <p>If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p>
	<p>Bidder Response: Riskonnect has not had a contract terminated for non-allocation of funds or for default.</p>
A.8	<p>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</p> <p>The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.</p> <p>The bidder should address the following:</p> <ol style="list-style-type: none"> i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include: <ol style="list-style-type: none"> a) The time period of the project; b) The scheduled and actual completion dates; c) The Contractor's responsibilities; <p>In order to minimize the amount of time our clients are required to spend in this activity,</p>

[Riskonnect has a mutual agreement with our clients to open up actual reference contact information during the second stage of the RFP process. Please refer to Appendix A for sample Case Studies.](#)

- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
 - iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

Bidder Response:
[In order to minimize the amount of time our clients are required to spend in this activity, Riskonnect has a mutual agreement with our clients to open up actual reference contact information during the second stage of the RFP process.](#)

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH
 The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

A.9

Bidder Response:
Your Riskonnect Team



Jim Haas | Vice President, Global Business Development

Jim joins Riskconnect from Aon eSolutions, where he was a Regional Vice President from January 2010 to June 2011. Through this position, Haas headed a sales team that led the world in sales results—doubling sales for the nearest peer group—and earned him the Aon eSolutions leadership award for 2010. Prior to this, Jim was a Territory Vice President for Aon since 1998. From 1993 to 1998, he was a claims supervisor and risk manager for Resource Dealer Group. Along with his exceptional sales experience, Jim specializes in construction, retail and financial industry risks.



Michele Sperle | West Regional Director

Michele Sperle joined Riskconnect in December 2017, bringing a decade of Governance Risk and Compliance (GRC) software sales management experience and 25 years of general enterprise software sales management experience. Prior to this role, she served in sales management leadership positions at both RSA Archer and MetricStream, where she managed teams responsible for GRC new client sales as well as ensuring existing client success and continued growth. Sperle has her MBA from the University of Nebraska at Omaha. She is an active Certified Information Systems Security Professional from ISC2(CISSP #25669).



Becky Davis | Sales Executive

Becky Davis joined Riskconnect in early 2018 as a Sales Executive bringing 20+ years of account management and sales experience in the technology industry. Her background includes successful participation in multiple verticals with a wide range of software solutions, including ERP, HCM, WFM and Clinical. Davis has a reputation for building valued relationships with her clients, which have included Global Fortune 1000 organizations and both public and private entities. Her roles have included positions at Infor, Kronos and Computer Associates.



Steve Powell | Director, Sales Solutions Architects

Steve joined Riskconnect as Senior Solution Architect in August, 2013. He is a Certified Salesforce Administrator with over 20 years experience in the Risk Management Information Systems industry (most recently Aon eSolutions). His background in client consultations, implementation/project management, data management, and business development make him a valuable

	<p>addition to the Professional Services Group. Steve is highly proficient at communicating, managing, directing, and project planning while maintaining profitability and customer satisfaction, with a proven track record of customer support excellence. Steve earned his BBA in Business Management from Texas Tech University.</p>	
	<p>Stephen Maddex Vice President, Implementation Services</p> <p>Stephen brings more than 25 years of enterprise-level consulting experience for the financial services property & casualty industry, and a broad and deep experience within IT service/integration and business transformation within the P&C insurance value chain; creating efficient and innovative products, architectures, and custom solutions in a global service delivery environment. Prior to that, he spent 22 years at CSC honing his experience in technology solutions for insurance and risk management in various roles, insurance solution architect, program and account management for large business transformations projects, and business unit management responsible for the COGEN and Exceed insurance solutions divisions for enterprise carriers. At CSC, Maddex was also responsible for risk management services, responsible for the RISKMASTER Business Unit Director, responsible for 200 employees and over 450 customers utilizing the CSC self insured and risk management solutions. His last position at CSC was the director of business intelligence for the P&C vertical (2010-2012) developing a new business unit to supply analytical capabilities to the carrier customers. After leaving CSC, he worked for two years at JBA International as vice president of financial services, working with their European insurance customers.</p>	



Eric Bandurski | Senior Director, Data Services

Eric has over 19 years of experience in Risk Management Information Systems (RMIS), Insurance Carrier and Third Party Administrator (TPA) systems. His expertise in analysis, design and implementation of custom data conversion solutions for Fortune 100 firms has provided efficiencies for client customers by identifying and addressing operational problem spaces. Before joining the Riskonnect team, Bandurski worked at CS Stars, LLC as the Senior Manager of Data Conversions. There, he directed an international department of 30+ managers, analysts, and developers responsible for the design, development, testing, automation, and deployment of client-specific data conversion solutions. Prior to that he worked as both a Carrier/TPA Business Analyst and Data Conversion Analyst for CS Stars. During that time, Bandurski worked hard to make a positive impact on the organization, as he increased department productivity by 29% and eliminated a three-month backlog. In addition, Bandurski has served as a stakeholder in multiple international organizational initiatives regarding standardization and customer support models. He earned a Bachelor of Art in Biochemistry from Bowdoin College.



Kelly Harbin | Director, Project Management

Kelly joined the Implementation Services group at Riskonnect in July 2013. Serving for three years as a Senior Project Management, she stepped into the Director of Project Management role in September of 2016. She brings to us a well-rounded resume incorporating account management, product analysis, and 12 years of combined change and project management. Given her experience on both the vendor and client sides of software development, Kelly is a true client advocate focused on delivering creative solutions and leading the charge to exceed client expectations. Prior to joining Riskonnect, Kelly worked in the Multiple Listing Services (MLS) software solutions field for First American - Corelogic and First Multiple Listing Service (FMLS) of Georgia.

A.10

SUBCONTRACTORS
If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

Bidder Response:
Riskonnect does not contemplate using subcontracted third parties to provide professional services under this proposal. Should this change during the

	implementation, such information would be provided at that time.
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GENERAL CAPABILITIES	
1.1	<p>The solution shall provide a method of allowing auto filtering on document type based on the user's active screen within the solution.</p> <p>Bidder Response: Yes. In addition to the standard data views included with Riskonnect, users can define their own views of data incorporating their own filters and data organization.</p>
1.2	<p>The solution shall provide a method to track entities of different types. Types include, but are not limited to, employees, vendors, hospitals, attorneys, attorney firms, MMSEA claim party, insurers, adjusters, drivers, insurance companies, volunteers, etc.</p> <p>Bidder Response: Yes. Riskonnect features a fully functional contacts and account objects that allows our customers to track all pertinent details about their claimants, employees, business partners, payees, etc. In the case of business partners such as lawyers this can include hourly fees and specialties. We recommend that all pertinent contacts/accounts be maintained in the contacts object for ease of use throughout the Riskonnect RMIS solution. Furthermore, Contacts are assigned to Accounts which represent the organization/firm of the given Contact. This allows reporting across Contacts (such as attorneys) or Accounts (such as law firms) in conjunction with lawsuits and claims so business relationships can be evaluated in terms of losses and expenses. Riskonnect supports MMSEA/CMS reporting and compliance.</p>
1.3	<p>The solution shall allow for the tracking of multiple addresses and phone numbers for a single entity.</p> <p>Bidder Response: Yes. The Riskonnect relational data model allows you to establish 1-to-1, 1-to-many, and many-to-many relationships between data items and fields. For example, a single vendor may be mapped to several locations, a single policy, multiple business lines, etc.</p>
1.4	<p>The solution shall include a tool to maintain entities, including, but not limited to updating, merging duplicate entities, adding new, and inactivating entities.</p> <p>Bidder Response: Yes. Riskonnect offers organizational hierarchy capabilities that can be configured to reflect the unique structure of each client. Modifications to the structure can be performed as needed.</p>
1.5	<p>The solution shall provide a method of restricting which users have the ability to view social security numbers and make changes.</p> <p>Bidder Response: The Riskonnect security model is by License type and User Profile. Each user is named and identifiable within the application. User Profiles are created to control user roles, access and permission levels to which there is no limit on the number of profiles that can be created. Each user is allocated a profile which will apply when accessing the solution. User profiles can be created for the State employees, State appointed representatives, customers and third parties, as required by the State. These details can be restricted, down to the field level, to ensure only State staff with appropriate privileges can view as read-only or edit.</p>
1.6	<p>The solution shall track personal information about claimants including, but not limited to, social security numbers, tax ID, firm name, contact information, etc.</p> <p>Bidder Response:</p>

	Yes. The type of data that is stored, accessed, or processed is solely at the discretion of client.
1.7	The solution shall allow for the creation of new entity types. Bidder Response: Yes. This is fully supported.
1.8	The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields. Bidder Response: Yes. The configurability of Riskconnect is unmatched in our industry. Riskconnect is configurable by trained client system administrators with a simple point and click interface to create objects, fields, workflows, validations, reporting and drag and drop page layouts. The State will have complete control to customize and configure the product as needed.
1.9	The solution shall provide a method of associating multiple claims to a single event across different agencies. Bidder Response: The application can tie multiple claims to a primary claim, tie multiple claimants/claims to a single occurrence, event or incident. Multiple claims can also be tied to a primary claim number. The design is completely configurable to the State's requirements.
1.10	The solution shall provide a unique numbering/naming system. Each event shall automatically receive a unique number/name upon creation. Bidder Response: Yes. Submitted cases/incidents will have a unique number identifier which can be auto numbered or auto number with formatting such as {YYYY}-{00000} to have calendar year as prefix to a 5 digit auto number.
1.11	The solution shall provide the ability to log and track an event type. Bidder Response: Yes. Riskconnect allows you to track events/actions through stages. The Riskconnect Activity Timeline allows you to track past activities in a continuous form along with next steps and future activities.
1.12	The solution shall provide the ability to create, maintain and select event categories/types. Bidder Response: Yes. This requirement is fully supported. Incident types are configurable based on each client's requirements. The Riskconnect system allows clients to own and manage standard pick list (drop-down) capabilities, as well as draft and execute data integrity and validation/business rules.
1.13	The solution shall provide the ability to record who reported an event. Bidder Response: Yes. This is fully supported.
1.14	The solution shall provide a field to briefly describe the event. Bidder Response: Yes. Riskconnect offers a variety of field types to capture every type of data. Data Fields can be defined as date, numeric, text, pick list, multi picklist, formula, link, HTML and more. For textual fields like description of incident there are five text field types: 1) text - short combination of letters and numbers, 2) text area- up to 255 characters on separate lines, 3) text area (long) - up to 131,072 characters on separate lines, 4) text area (rich) - formatted text with images and links up to 131,072 characters on separate

	lines, and 5) text (encrypted) - letters and numbers stored encrypted.
1.15	The solution shall provide the ability to record the location of the event including physical address and location types. Bidder Response: Yes. Geocoding/mapping is standard functionality.
1.16	The solution shall provide the ability to close the event when the conclusion is reached. Bidder Response: Yes. This is fully supported.
1.17	The solution shall provide the ability to record the results of an investigation into an event, including any statements by witnesses, claimants, staff, etc. Bidder Response: Yes. Riskonnect can manage investigations, even from multiple investigators (licensed or non-licensed users). There are multiple ways to attach documents to an investigation.
1.18	The solution shall provide a method to assign an adjuster to a claim. Bidder Response: Yes. Workflow rules can be created to automatically assign a claim to an adjuster.
1.19	The solution shall provide a method of noting if the claim is litigated. Bidder Response: Yes. The Riskonnect litigation module is configurable, allowing our clients to track any type of litigation. The litigation object is configured to include capture of the information the State wishes to track. This information then becomes actionable (workflow/notification) and available for reports and dashboards for analysis purposes.
1.20	The solution shall provide a method of tracking reserves and payments made in relation to the claim. Bidder Response: Riskonnect provides complete individual reserve and payment transaction history. The reserves and payments are identified by category (e.g. medical, bodily injury, expense, recovery, etc.). The payments have a transaction code (e.g. ambulance, attorney fees, physical rehabilitation, vocational training, subrogation, etc.) to further refine the dollars spent, as well as the invoice, payee and payment processing data. For reserves, there is a reserve worksheet to guide the adjuster in the setting of appropriate reserves. The breakdown of these dollars is displayed on a matrix on the claim page layout and is available for reporting and analysis. Since Riskonnect uses a Claim and Occurrence model, we are able to track financials at the claim level and calculate totals at the occurrence level. Although Riskonnect has standards for the handling of reserves and payments, there is flexibility in the system to accommodate needs specific to the State.
1.21	The solution shall allow for the tracking of more than one claimant per claim as well as a method to determine which claimant is the primary claimant. Bidder Response: Riskonnect supports single claimant details per claim with the ability to group multiple claims as an occurrence. This enables you to track status and financial values per claim/claimant, while also reporting on occurrence level counts, financials and status. Customizations to our claim module could be done with additional discussions around how it impacts system functionality.
1.22	The solution shall provide a way of setting a fiscal year that can be utilized throughout the system. Bidder Response: Yes. Riskonnect is a transaction-based system that uses transaction audit trails to

	create point in time reporting. A user may specify any date to roll the database back and, in fact, can use date English instead of specifying dates. (i.e. Last year, This Fiscal year, This quarter, etc.).
1.23	The solution shall provide the ability to log events with a date and time stamp. Bidder Response: Yes. This is fully supported.
1.24	The solution shall provide end user definable data validation to safeguard against the entry of incorrect data. Bidder Response: Yes. Using the Riskonnect system, the State will be able to draft executed data integrity and validation/business rules based on your specific needs. This includes defining and managing drop-down lists and defining acceptable input format.
1.25	The solution shall provide a way to make certain fields required before saving. Bidder Response: Yes. Required fields are standard and configurable.
1.26	The solution shall warn the user if they are about to lose data if they do not save. Bidder Response: Yes. Record data is saved upon system "Time Out".
1.27	The solution shall have a time-out feature that shall be configurable and shall warn the end users before time-out occurs. Bidder Response: Yes. This is fully supported. Automatic log out/session termination can be configured for a period between 15 minutes and 12 hours.
1.28	The solution shall provide a method of email notes to other users. Bidder Response: Yes. Riskonnect does allow for the ability to email data to users and non-users. For security purposes, the best practice is to provide direct system access to notes based on user security.
1.29	The solution shall provide be able to export all data fields. Bidder Response: Data Export lets you prepare a copy of all your data. The System Administrator can start the export process manually or schedule it to run automatically. When an export is ready for download you will receive an email containing a link that allows you to download the file(s). The export files are available for 48 hours, after which time they are deleted.
1.30	The solution shall provide a method of importing data into the appropriate fields in the database. Bidder Response: Riskonnect's Data Services team thoroughly investigates and validates data prior to importing into your account. The success of our approach is our development of multiple validation rules and checkpoints throughout the conversion process to ensure that a clean data set is produced. In the event of a failure, whether batch or single record, the Riskonnect staff and the customer's account manager are notified via email.
1.31	The solution shall provide a way to schedule imports and exports. Bidder Response: It is common for Riskonnect clients to have regularly scheduled interfaces on a 1-way or 2-way feed basis. Interfaces can send batch data on a scheduled basis based upon each client's required frequency (i.e. hourly, daily, weekly, monthly, quarterly, etc.). We can integrate data from any internal or external system needed via a variety of methods

	(API, Web services, email services, file import, mashup). The Riskonnect Data Services Team is highly experienced and will work with you to transfer data with external TPA, Carrier, and RMIS vendor systems.
1.32	<p>The solution should provide a method of creating mail merge documents from any field within the solution.</p> <p>Bidder Response: Yes. Email templates can be used to send emails from Riskonnect. Email templates can include logos and letterhead or be plain text. All email templates can also include text, merge fields, and attached files. They can be created by an Administrator user. The template creator includes a merge field builder that helps you create the template using the correct formatting. Email templates can be distributed in a variety of ways, including by a user clicking the Send an Email button, by a workflow that sends an email notification, and through an approval process. Letters are generated from templates with embedded data from the system. After the standard letter renders on screen you can, if necessary, add additional comments to the standard letter. MS Word is not required to produce templates. One unique feature of Riskonnect is that any letter can be sent via email, or printed. This provides the flexibility of having one set of templates for both email and printed letters.</p>
1.33	<p>The solution shall provide a method of sorting the mail merge documents and restricting which users can see which mail merge documents.</p> <p>Bidder Response: Mail merge templates can be created by an Administrator user. The template creator includes a merge field builder that helps you create the template using the correct formatting. Each template is named for the purpose that it was created allowing users to select the correct one when in the system. Permissions can be set to allow only certain users to view and use particular mail merge templates.</p>
1.34	<p>The solution shall provide a method of scheduling the system to automatically create the mail merge documents.</p> <p>Bidder Response: Yes. This can be accomplished through workflow configuration.</p>
1.35	<p>The solution shall provide the ability to email documents, notes, attachment, and other items from the system.</p> <p>Bidder Response: The Riskonnect Correspondence capabilities provides the State the ability to produce and distribute emails and letters. All of the required data is pulled from the record and is included in the custom email or letter. Attachments can also be pulled from the record and included with the letter. They are customizable to the State, including letterheads and logos. Also, emails can be sent directly into Riskonnect and attached to a specific record.</p>
1.36	<p>The solution should have the ability for merge created documents to attach to claims as an attachment.</p> <p>Bidder Response: Yes. File attachments can be made to any record in the system. There are multiple ways to add an attachment to a record, including emailing the attachment to the specific record, drag and drop, and the more familiar browse and upload from your files. They can also be added to the Library and Documents objects for more generic use. Attachments can be any file type including Microsoft, Adobe, JPEG, Video, GIF etc. Every word in every "readable" document (including PDF's) will be extracted and placed into a binary search index.</p>

1.37	The solution shall provide a way to create an organizational hierarchy. Bidder Response: Yes. Riskonnect offers organizational hierarchy capabilities that can be configured to reflect the unique structure of each client.
1.38	The solution shall provide a way to update the organizational hierarchy. Bidder Response: Modifications to the structure can be performed as needed. Updates to the hierarchy can be done by users, based on security. Many clients utilize a data feed from an internal company system that will automatically look for changes and make the appropriate updates. There is no practical limit to the number of hierarchy levels the system will accommodate.
1.39	The solution shall provide a way to limit what users have access based on the organizational hierarchy. Bidder Response: Yes. The Riskonnect's security model is by user profile, role queue, user, group and field. These security profiles are used to dictate what information a user can see and how they can interact with the system. Riskonnect will establish security profiles with authority levels as desired by the State. User profiles can be managed on an ongoing basis by your System Administrator.
1.40	The solution shall provide a way to merge departments and divisions. Bidder Response: Yes. Updates to the hierarchy can be done by users with the proper permissions.
1.41	The solution shall provide a way to update, add, and delete divisions and departments within the organization. Bidder Response: Yes. Updates to the hierarchy can be done by users with the proper permissions.
1.42	The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields. Bidder Response: Yes. These requirements are all fully supported. The configurability of Riskonnect is unmatched in our industry. Riskonnect is configurable by trained client system administrators with a simple point and click interface to create objects, fields, workflows, validations, reporting and drag and drop page layouts. The State will have complete control to customize and configure the product as needed.
1.43	The solution should be able to operate in all common browsers such as Internet Explorer, Chrome, and Firefox. Bidder Response: Yes. Compatible browsers are: <ul style="list-style-type: none"> • Microsoft Internet Explorer (versions 9, 10, and 11) • Microsoft Edge (most recent stable version) • Apple Safari versions 10.x on Mac OS X • Mozilla Firefox (most recent stable version) • Google Chrome (most recent stable version)
1.44	The solution shall provide a method of recording reserves. Bidder Response: Riskonnect provides complete individual reserve transaction history. Reserves are identified by category (e.g. medical, bodily injury, expense, recovery, etc.). Although Riskonnect has standards for the handling of reserves and payments, there is flexibility

	in the system to accommodate needs and formulas specific to the State.
1.45	The solution shall provide a method of relating reserves to a particular claim. Bidder Response: Yes. This is supported. In addition, each claim, and/or a set of claims on a report, can have a graphical trend depicting the total paid, reserve and incurred trend factors.
1.46	The solution shall allow reserve lines to be created. These lines shall include, but not be limited to, expense, indemnity, 1st party damages, bodily injury, property damage, medical, etc. Bidder Response: Yes. The application allows for an unlimited number of reserve lines to be created. These can be configured to include whatever reserve terminology that the State requires.
1.47	Each line of reserves shall relate to transaction types that can be used to record payments made. Bidder Response: Yes. Reserves and payments are identified by category (e.g. medical, bodily injury, expense, recovery, etc.). The payments have a transaction code (e.g. ambulance, attorney fees, physical rehabilitation, vocational training, subrogation, etc.) to further refine the dollars spent, as well as the invoice, payee and payment processing data. For reserves, there is a reserve worksheet to guide the adjuster in the setting of appropriate reserves. The breakdown of these dollars is displayed on a matrix on the claim page layout and is available for reporting and analysis. Since Riskonnect uses a Claim and Occurrence model, we are able to track financials at the claim level and calculate totals at the occurrence level.
1.48	The solution shall track all changes to reserves including the amount changed, who made the change, the date of the change. Bidder Response: Yes. This is fully supported. Riskonnect provides complete individual reserve and payment transaction history, including any record of any changes made to a claim.
1.49	The solution shall show a current reserve balance, the amount paid, any amount collected, and then an incurred balance. Bidder Response: Yes. Each claim, and or a set of claims on a report, can have a graphical trend depicting the total paid, reserve and incurred trend factors.
1.50	The solution shall provide a method of tracking the history of the reserves and have the ability to do "as of" reports showing what the reserves were at a particular point in time. Bidder Response: Yes. Riskonnect RMIS provides robust point-in-time reporting. Riskonnect is a transaction based system that uses transaction audit trails to create point in time reporting. A user may specify any date to roll the database back and, in fact, can use date English instead of specifying dates. (i.e. Last year, This Fiscal year, This quarter, etc.)
1.51	The solution shall allow for the customization of reserve limits. Bidder Response: Yes. The customization of reserve limits is standard functionality.
1.52	The solution shall provide a method of configuration access via groups. Bidder Response: Yes. User access to data is managed by profile, role, queue, hierarchy and sharing rules. Everything in the system can be controlled down to the field level. There is no

	limit to the number or configuration of user profiles created and maintained.
1.53	<p>The solution shall provide a method of creating, deactivating, and/or deleting unique users.</p> <p>Bidder Response: Yes. The system utilizes named user licenses and unique login ID's and passwords. Users can be established by either your Riskconnect Account Team or the State's System Administrators, provided licenses are available for use. Users are created based on criteria set up by the clients. During user creation, they are assigned to a Profile that governs the majority of their permissions.</p>
1.54	<p>The solution shall provide a method of reporting on users privileges.</p> <p>Bidder Response: Yes. Every operation performed in the Riskconnect system is captured in a protected auditable file. This includes everything from a simple user interaction to a System Administrator interaction. The audit logs can be reviewed on the record itself or via a report.</p>
1.55	<p>The solution shall have a time out period where users are logged out after a specified length of time inactive.</p> <p>Bidder Response: Yes. Automatic log out/session termination can be configured for a period between 15 minutes and 12 hours.</p>
1.56	<p>The solution shall provide a method of restricting access based on a role or group.</p> <p>Bidder Response: Yes. Data access is controlled by functional role and least privilege. Your System Administrator will have the tools to configure user access as needed.</p>
1.57	<p>The solution shall be capable of logging unsuccessful logon attempts and automatically disabling unique user identifiers or system accounts based on a determined number of unsuccessful attempts.</p> <p>Bidder Response: Yes. The logging functionality within our application and platform is extremely robust. Clients have full system audit trail logs which show all detailed changes to the system, as well as logging for login access - showing both failed and successful login attempts. The account lock out function can be configured for 15, 30 or 60 minutes, or indefinitely (requiring administrator reset).</p>
1.58	<p>The solution shall support data storage using encryption algorithms that meet or exceed the strength of 128-bit advanced encryption standard.</p> <p>Bidder Response: Platform encryption at rest is not offered by default. Platform field based encryption is available for an additional cost. Encryption will be AES 256.</p>
1.59	<p>The solution should be capable of supporting password strings of at least 15 characters during password authentication.</p> <p>Bidder Response: Password policies can be defined to meet the State's business standards including password changes, password structure, minimum lengths, and password history usage. By default, the Riskconnect system provides the following settings:</p> <ul style="list-style-type: none"> • A password must contain at least 8 characters • A password must contain at least one alphabetic character and one number • The answer to the question posed if you forget your password cannot contain your password • The last three passwords are remembered and cannot be reused

1.60	<p>The solution shall be capable of expiring passwords and requiring unique user identifiers to change their password after a preset period of time.</p> <p>Bidder Response: Yes. Password expiration is configurable to meet the State's needs. Passwords can be set to expire after 30, 60, 90 or 180 days, or 1 year, or never. Upon creation of an account, the user delivered a one-time link with the ability to login and set their password. From that point on, a self-service portal consisting of question/answer authentication is required for users to reset their password. In the event that a System Administrator changes a user's password, an email with an expiring link will be sent to the email address of the user to allow them to change their password.</p>
1.61	<p>The solution shall be capable of encrypting data in transit to protect it from unauthorized disclosure.</p> <p>Bidder Response: Yes. All application access transmission to/from Riskconnect on the Force.com platform is encrypted in transit using TLS protocol. All data exchanges are encrypted via SFTP with PGP.</p>
1.62	<p>The solution shall be capable of terminating communications when sessions are completed.</p> <p>Bidder Response: Yes. Upon logging off, all communication and sessions are terminated.</p>
1.63	<p>The solution shall provide the ability for an administrative user and/or end-user to change passwords.</p> <p>Bidder Response: Yes. Users can click a link to change password, where they will be emailed a link to reset their information. The user will be required to set one security question. The system administrator can also reset a user password.</p>
1.64	<p>The solution shall provide electronic alerts to any user who password is about to expire.</p> <p>Bidder Response: Yes. This is supported. Password expiry can be set after 30, 60, 90 or 180 days, or 1 year, or never.</p>
1.65	<p>The solution should provide the ability for an administrative user to add, change, or inactivate user logon accounts.</p> <p>Bidder Response: Yes. System administrators have the ability to add, change or make user accounts inactive.</p>
1.66	<p>The solution shall provide the ability for an administrative user to change a user's name.</p> <p>Bidder Response: Yes. The system administrator has the ability to change a user's name within the application.</p>
1.67	<p>The solution shall provide the ability for an administrative user to manage business process-specific roles.</p> <p>Bidder Response: Yes. User profiles are configurable by your system administrator.</p>
1.68	<p>The solution shall provide the ability for an administrative user to manage role-based access control.</p> <p>Bidder Response: Yes. User Profiles are created to control user roles, access and permission levels. Each user is allocated a profile which will apply when accessing the solution. These are managed by the system administrator.</p>

1.69	The solution shall provide the ability for an administrative user to manage the manual role assignment to a user. Bidder Response: Yes. The State's system administrator (s) can assign new users as well as define and assign roles.
1.70	The solution shall provide the ability for an administrative user to manage access to the system and individual claims based on selections within the organizational hierarchy. Bidder Response: Yes. User access to data is managed by profile, role, queue, hierarchy and sharing rules. Everything in the system can be controlled down to the field level. There is no limit to the number or configuration of user profiles created and maintained.
1.71	The solution shall provide the ability for an administrative user to define roles within the application. Bidder Response: Yes. The State system administrators can assign new users as well as define and assign roles.
1.72	The solution shall provide the ability for an administrative user to assign users to one or multiple roles. Bidder Response: Yes. Users can have different roles depending on the record.
1.73	The solution shall provide the ability for an administrative user to restrict access to specific transaction(s) using the user roles and authentication process. Bidder Response: Yes. The Riskonnect security model is by license type, profile, role, user group and sharing rules. These security profiles are used to dictate what information a user can see and how they can interact with the system, down to the field level.
1.74	The solution shall provide the ability for an administrative user to manage access controls through a group profile. Bidder Response: Yes. The administrator has the ability to manage what access is granted through a group profile.
1.75	The solution shall provide the ability for an administrative user to manage user privileges through a group profile. Bidder Response: Yes. The administrator has the ability to manage user privileges through a group profile.
1.76	The solution shall provide the ability for an administrative user to manage group security profile. Bidder Response: Yes. The administrator has the ability to manage group security profiles.
1.77	The solution shall provide a method to have an audit trail of all activity in the solution. The audit trail shall include adds, changes, or deletes and which users performed them. Bidder Response: Yes. A full audit trail of edits is maintained in the Riskonnect application. This audit trail includes the user identification, date/time of the change, the old value, and the new value. All audit trail information is fully reportable.
1.78	The solution shall provide the ability to generate/print the audit trail of all solution transactions based on User ID/personnel information. Bidder Response: Yes. Riskonnect keeps a full audit trail of changes over time to event/action data.

	Reports can be run based on User ID. Reports can be exported from the platform for printing.
1.79	The solution shall provide the ability to log date, time, and user ID associated with file maintenance transactions. Bidder Response: Yes. Riskonnect captures a full audit trail of record changes including the changed area/field, prior value, new value, user ID, and change date/time.
1.80	The solution shall have a 'wild card' search function, enabling users to search on partial information. Bidder Response: Yes. By default, Riskonnect's Global Search will review the entire system, including custom fields, scanned images, documents, descriptions, notes, tasks, and even comments. This includes .pdf document text searches. Scanning technology will index even images for binary sub-second search. The comprehensive full-text search and tagging make it easy for you to find the content you are looking for. This also provides a simple yet powerful query language where users can input wildcards and logical operations to improve search efficiency.
1.81	The solution shall allow for the identification of multiple types of claims. Bidder Response: Yes. Riskonnect supports any line of business and type of insurance coverage possible. Even very rare coverages can be supported because of the flexibility offered through Riskonnect. Some of the most common types are workers compensation, employer practices liability, general liability, auto liability/motor, cargo, products liability, professional liability, healthcare professional liability, and property.
1.82	Please describe the solution's ability to tag mail merge documents with electronic signatures and/or the overall ability to maintain and use electronic signatures within the solution. Bidder Response: Yes. The system supports this by utilizing automated workflow to send email templates to defined recipients. These can be for notification purposes or by combining with our eSignature solution we can also collect data and signature as well. Riskonnect's eDocs feature offers an easy and automatic generation of forms using system data and predefined templates to collect e-signatures. These forms can be sent to any email address-on demand, periodically, or generated in response to a system event. Responses can update existing records and are stored as .pdf attachments as a proof with e-signatures.
1.83	Please describe the solution's ability for Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields. Bidder Response: Riskonnect does not currently offer Optical Character Recognition functionality.
1.84	Solution shall provide for the ability for secure email functionality from the solution. Bidder Response: Yes. All data exchanges are encrypted via SFTP with PGP.
1.85	The solution shall allow for the generation of letters that can be reviewed and edited before being sent. Bidder Response: Yes. Letters are generated from templates with embedded data from the system. After the standard letter renders on screen you can, if necessary, add additional comments to

	the standard letter. MS Word is not required to produce templates. One unique feature of Riskonnect is that any letter can be sent via email, or printed. This provides the flexibility of having one set of templates for both email and printed letters.
1.86	<p>The solution shall provide for a mechanism for users to send documents to the solution for attachment into specific claims.</p> <p>Bidder Response: Yes. Riskonnect RMIS provides comprehensive content and document management capabilities. As a standard feature, file attachments can be made to any record in the system. These can be manually uploaded, imported as part of a data load/feed and brought into the system via our inbound email service feature. Attachments can be any file type including Microsoft, Adobe, JPEG, Video, GIF etc. Every word in every "readable" document (including PDFs) will be extracted and placed into a binary search index.</p>
1.87	<p>The solution shall provide for the creation of letter templates that are able to merge claim data. Templates must be able to be created or uploaded to the solution without having to access a legacy site.</p> <p>Bidder Response: Yes. Email templates can be used to send emails from Riskonnect. Email templates can include logos and letterhead or be plain text. All email templates can also include text, merge fields, and attached files. They can be created by an Administrator user. The template creator includes a merge field builder that helps you create the template using the correct formatting. Email templates can be distributed in a variety of ways, including by a user clicking the Send an Email button, by a workflow that sends an email notification, and through an approval process.</p>
1.88	<p>Please describe the solutions ability to warn for the possibility of duplicate claim information.</p> <p>Bidder Response: Duplicate Incident/Claim rules can be set up to alert the entry user that a potential duplicate is found as they are saving a new incident using custom development.</p>
ATTACHMENTS/DOCUMENTS/FILES	
2.1	<p>The solution shall provide the ability for a user to attach documents/files, manage related documents/files and export documents/files. Documents shall include Word, PDF, Excel, JPEG, PNG, MP4, emails, other digital documents and video/audio files, etc.</p> <p>Bidder Response: Yes. As a standard feature, file attachments can be made to any record in the system. Attachments can be any file type including Microsoft, Adobe, JPEG, Video, GIF etc.</p>
2.2	<p>The solution shall provide the ability for administrators to restrict access to documents from either a single user or group of users.</p> <p>Bidder Response: Yes. Security roles for access is a staple with our system. Riskonnect offers the State the control needed to prevent unauthorized access to any part of your solution, down to the field level. User access to the system is determined by the assigned security profile, which is managed by your system administrator(s) or by Riskonnect. Profiles dictate the level of access an individual can have to the system from objects, reports, page layouts and views, and specific fields.</p>
2.3	<p>The solution shall provide the ability to print selected attached documents.</p> <p>Bidder Response: Attachments can be downloaded from the platform for printing.</p>

2.4	The solution shall provide the ability to email from the solution, selected attached documents.
	Bidder Response: Yes. Email services allow users to both email into and out of the system with or without attachments.
2.5	The solution shall provide the ability to sort and filter attached documents by, but not limited to, name, date attached, and document type.
	Bidder Response: You can filter files attached to a record by category. You can sort files attached to a record by name, file type, size, description, and category.
2.6	The solution should retain the sort order after viewing an attached document and shall only revert to default when the users exit the attachment screen.
	Bidder Response: Yes. This is supported.
2.7	The solution shall provide a restricted or other similar setting that can be applied to documents to restrict who is allowed to view the document.
	Bidder Response: Yes. System administrators can restrict which users are able to view and/or edit documents within the system.
2.8	The solution should provide a method to purge documents when a retention date is reached. This retention date is based on the type of claim and date the claim or event closed.
	Bidder Response: By default, all data is retained until deleted. Data retention and purging policies are set by the State during implementation.
2.9	The solution should allow for the retention date to be changed by user with specific administrative rights.
	Bidder Response: Yes. Only the administrator would have the ability to change the retention date.
2.10	The solution should provide a method printing selected attachments related to a claim or policy without opening the attachment.
	Bidder Response: This functionality is currently not supported. Attachments would need to be downloaded and then opened in order to print.
2.11	The solution should provide a way to sort and bookmark or mark attachments as reviewed.
	Bidder Response: Marking attachments as reviewed is most commonly executed manually upon review. Custom attributes, such as "reviewed" can be added to a file record and tracked by users with access to it. In addition, automation can apply the marking to the record upon opening of the attachment (however, this does not guarantee that the item has actually been reviewed - only opened).
2.12	The solution should provide a method of bulk importing multiple documents at a time and associating them with the appropriate claim or record.
	Bidder Response: Yes. Bulk upload of documents is supported. As a standard feature, file attachments can be made to any record in the system. Attachments can be any file type including Microsoft, Adobe, JPEG, Video GIF etc. Files can be manually uploaded, imported as part of a data load/feed and brought into the system via our inbound email service

	<p>feature (i.e. Attachments can be e-mailed directly into any record, including claim records). Every word in every “readable” document (including PDFs) is extracted and placed into a binary search index making every document fully searchable with results on keyword searches returning in less than a second. In addition, Riskonnect offers Document Scanning. Document Scanning is accomplished with Riskonnect Document Management System (DMS). This feature provides the latest technology to efficiently capture and manage the stacks of papers related to any business process. Powered by Fujitsu, the Riskonnect DMS utilizes industry leader scanning technology capable of capturing numerous documents. With its speed, ease of use, and integration with Riskonnect, the Riskonnect DMS provides significant time savings in the processing and storage of all hard copy documents into easy to search electronic documents. Benefits of Riskonnect DMS include:</p> <ul style="list-style-type: none"> • Capture numerous documents, at a rapid rate of up to 25 pages per minute, single sided or double sided with one pass through • Ability to scan all documents directly into Riskonnect, straight from the scanner • Small device, fits anywhere, and only has one button • Time saving auto-correct features such as document orientation correction • Powerful text recognition feature recognizes all text in the scanned document and makes this text searchable using Riskonnect’s Global Search
2.13	<p>Describe the solutions limitation on attachment size.</p> <p>Bidder Response: The maximum size per attachment added from an incident intake portal or via an incoming email is 25MB. The Riskonnect platform also includes the ability for users to add files up to 2GB through the Chatter feed.</p>
SECTION 111 OF THE MEDICARE, MEDICAID AND SCHIP EXTENSION ACT OF 2007 (MMSEA)	
3.1	<p>The solution shall provide a method of validating the imported data.</p> <p>Bidder Response: Yes. Using the Riskonnect system, the State will be able to draft executed data integrity and validation/business rules based on your specific needs. This includes defining and managing drop-down lists and defining acceptable input format.</p>
3.2	<p>The solution shall provide a method of creating the MMSEA Monthly Query File in the method prescribed by CMS and exporting it to be converted using CMS’ translator.</p> <p>Bidder Response: Yes. Riskonnect has a solution to manage CMS/MMSEA reporting. Features include:</p> <ul style="list-style-type: none"> • Access to electronic filing services from within the Claims Administration solution • Queries and reports are submitted according to the client’s assigned schedule • Data received in response files is attached onto each claim and action items are automatically created and assigned when more information is required • Submit queries and claim reports to CMS (Centers for Medicare and Medicaid Services) through a partnership with Mitchell Regulatory Reporting Solutions.
3.3	<p>The solution shall provide a method of creating the MMSEA Quarterly Claim File and TIN file in the method prescribed by CMS and provide a method for exporting them.</p> <p>Bidder Response: Yes. Riskonnect supports MMSEA/CMS reporting and compliance as described above.</p>
3.4	<p>The solution shall allow for the recording of all necessary information to comply with MMSEA.</p> <p>Bidder Response: Yes. Riskonnect supports MMSEA/CMS reporting and compliance as described above.</p>

3.5	<p>The solution shall provide a method of importing all CMS response files and applying these responses to the appropriate records.</p> <p>Bidder Response: Yes. Riskonnect partners with Mitchell Regulatory to meet Medicare reporting needs. Riskonnect RMIS allows for the capture and storage of all data needed to complete MMSEA queries and reports, and provides access to electronic filing services for compliance with the Centers for Medicare and Medicaid Services Reporting.</p>
3.6	<p>The solution shall provide a method of notifying the adjustors and administrators of claims and claimants whose incomplete or inaccurate data prevents them from being submitted to CMS.</p> <p>Bidder Response: Yes. Riskonnect partners with two of the leading national RREs to submit queries and reports in compliance with CMS/Medicare reporting requirements. Benefits of our partnership include:</p> <ul style="list-style-type: none"> • Centralized data for all CMS Reporting queries and submission • Dashboards to monitor claims and ensure eligible claims are complete and accurate • Automated reminders a week ahead of the monthly extracts for assigned user to: <ul style="list-style-type: none"> ○ Review the potential claims with missing data ○ Review the claims that will be included on the query • Facilitates compliance with all CMS requirements
3.7	<p>The solution shall provide a method of notifying the adjustors and administrators of which claimants have had a response from CMS imported into the system.</p> <p>Bidder Response: Yes. This can be supported through notifications via a workflow.</p>
3.8	<p>The solution shall provide a method or creating reports to view, verify, and quality check all MMSEA data that has been entered into the system.</p> <p>Bidder Response: Riskonnect RMIS allows for the capture and storage of all data needed to complete MMSEA queries and reports, and provides access to electronic filing services for compliance with the Centers for Medicare and Medicaid Services Reporting.</p>
3.9	<p>The solution shall keep a history of all MMSEA reports created by the system.</p> <p>Bidder Response: Yes. A history of all MMSEA reports that were created are kept in the system.</p>
3.10	<p>The solution shall provide a way to track all information and perform all reporting required to comply with MMSEA.</p> <p>Bidder Response: Yes. Riskonnect supports MMSEA/CMS reporting and compliance as described above.</p>
3.11	<p>Describe the solution's ability to upload and download data to and from CMS automatically.</p> <p>Bidder Response: Riskonnect provides the following offerings for upload and downloading of data:</p> <ol style="list-style-type: none"> a. Weekly Data Export Function: Data Export lets you prepare a copy of all your data in salesforce.com. Client can start the export process manually or schedule it to run automatically. When an export is ready for download you will receive an email containing a link that allows you to download the file(s). The export files are available on this page for 48 hours, after which time they are deleted. b. Platform Reports: Table Format reports can be downloaded to an Excel Spreadsheet.

	<p>c. Uploading of non-claim data via CSV (Spreadsheet)</p> <p>d. Riskonnect Data Services: Claim detail and claim financials to be uploaded by Riskonnect Data Services via secure FTP site.</p>
REPORTING	
4.1	<p>Contractor shall provide a Service Organization Control 1 Report with an independent American Institute of Certified Public Accountants (AICPA) Service auditor's reporting including tests performed and results thereof (SSAE 16 SOC1 Report). The report shall be provided to the State no later than September 1 of each year.</p> <p>Bidder Response: This information is included in our Technology Due Diligence (TDD) Packet which can be provided with an executed NDA.</p>
4.2	<p>Yearly, Contractor shall provide a stewardship report in conjunction with an annual stewardship meeting to discuss overall performance. There shall be no additional charges or fees associated with Contractor's attendance at the annual stewardship meeting.</p> <p>Bidder Response: Yes. As part of our annual support model, you would receive a number of stewardship meetings. These can be conducted over a conference call at no additional charge.</p>
4.3	<p>The solution should allow the scheduling of reports to be automatically run at set days and times as determined by administrative users.</p> <p>Bidder Response: Yes. Riskonnect Report Manager is one of the many Report scheduling options within Riskonnect. This standard feature enables clients to schedule reports in a variety of formats, such as PDF, HTML, Excel, or CSV files. Multiple schedules can be set on a single report and schedules can be defined for one or more recipients. Scheduling frequency is available at hourly, daily, weekly, and monthly. Report scheduling can be setup to automatically send reports and dashboards to a distribution list on a predefined basis.</p>
4.4	<p>The solution should control access to standard reports based on the solutions security access rules.</p> <p>Bidder Response: Yes. The Riskonnect security model for users also controls what information can be viewed on reports.</p>
4.5	<p>The solution should control the creation of end-user reports based on solution security access rules.</p> <p>Bidder Response: Yes. Users can only create reports with data that they have been given access to in the system.</p>
4.6	<p>The solution should provide the ability to produce cost modeling analysis and statistical reports.</p> <p>Bidder Response: Riskonnect Reports and Dashboards are powerful tools allowing an organization to easily turn raw data into information people can act on. Creating reports and dashboards is simplified using drag and drop methods for choosing fields, filtering, formatting, and grouping data as well as choosing dashboard graphics. Riskonnect includes a variety of standard reports and dashboards to get you started as shown in this document. Riskonnect Insights is an approach to analytics that helps draw conclusions about your business and answers questions quickly with intuitive data exploration and filtering. Identify trends earlier, react now, and see the future today.</p>

4.7	<p>The solution should provide the ability to create custom end-user “ad-hoc” reports utilizing any/all data fields stored in the solution.</p> <p>Bidder Response: Yes. Ad-hoc reporting capabilities are standard functionality. The ad-hoc reporting tool supports complex filters, sorting and relationships through a drag and drop authoring tool. Further, as soon as new field is created by the State, this field is immediately available in ad hoc reports/dashboards/advanced analytics</p>
4.8	<p>The solution should provide the capability to create an audit report from the solution history logs containing information regarding what information was last opened or edited within the solution.</p> <p>Bidder Response: There is no operation performed in the Riskconnect RMIS system that escapes an audit capture. This includes everything from a simple user interaction to a System Administrator interaction. The audit logs can be reviewed on the record itself or via a report.</p>
4.9	<p>The solution should produce reports that can be saved to multiple formats (e.g. PDF, Excel, etc.).</p> <p>Bidder Response: Yes. Reports can be provided as Excel, CSV, HTML, Word, PDF, Powerpoint and XML.</p>
4.10	<p>The solution should provide the capability to schedule specific reporting jobs.</p> <p>Bidder Response: Yes. Multiple schedules can be set on a single report and schedules can be defined for one or more recipients. Scheduling frequency is available at hourly, daily, weekly, and monthly. More advanced Business Intelligence reporting supports all complex outputs, all scheduling frequencies, and report bursting needs and is available at additional cost, dependent on the State’s needs.</p>
4.11	<p>The solution should be capable of producing graphical summaries (pie charts, line graphs) for statistical reports.</p> <p>Bidder Response: Yes. Dashboards are typically graphical in nature - pie charts, bar charts, etc. Dashboards, like other reports, can be drilled into to reveal additional details. If a user is interested in specific piece of a pie chart, they can click on that piece and see the underlying data.</p>
4.12	<p>The solution should provide standard date range filters for all reports (daily, weekly, monthly, yearly, from/to range).</p> <p>Bidder Response: Yes. The ad-hoc reporting tool supports complex filters (including standard date ranges), sorting and relationships through a drag and drop authoring tool.</p>
4.13	<p>The solution should provide the ability to create dashboards with metrics of interests to the Risk Management Staff.</p> <p>Bidder Response: Riskconnect employs the most extensive and complete dashboard reporting capabilities in the marketplace. Dashboards are typically graphical in nature - pie charts, bar charts, etc. Dashboards, like other reports, can be drilled into to reveal additional details. If a user is interested in specific piece of a pie chart, they can click on that piece and see the underlying data.</p> <p>There is unlimited drill down capability available for each dashboard that is generated up to and including individual data record which populates report (claim, policy, location</p>

	<p>record etc.).</p> <p>Dashboards can be reports ranking by data type (claims, exposures, policies etc.), coverage's (WC, GL, Property) and/or by Organizational Summary (Region, Business Unit, State, District) etc. Dashboards can be created for single users, groups, or for the entire user community. Dashboards may be defined by individual or user group basis. There may also be certain departments that wish all staff in the department to have the same.</p> <p>Dashboard arrangement enable end users to organize, post, distribute risk information relevant to you (or user group) by myriad of requirements including:</p> <ul style="list-style-type: none"> • Report Analytics / Summary • Track new data entry, key updates (or not updated) • Organize work tasks • Track insurance renewal updates / status • You can also have filtering on dashboards to limit all reports/charts to a subset in real time.
4.14	<p>The solution should provide for report group notifications and electronic mailing to specific users.</p> <p>Bidder Response: Yes. Dashboards/reports can be scheduled for email delivery to individual users or groups of users.</p>
4.15	<p>The solution should provide the user control over layout decisions such as field arrangement, column width, label text, font size, line spacing etc.</p> <p>Bidder Response: Riskonnect Cognos tool allows for editing/formatting capabilities listed above.</p>
4.16	<p>The solution should provide the ability for data on reports to be grouped or sorted by any data element.</p> <p>Bidder Response: Riskonnect employs a fully configurable ad-hoc reporting tool within the application. This includes the ability to sort, group, filter, graph and rank any data element contained within the State's account.</p>
4.17	<p>The solution should allow for statistical analysis and comparison of data over time periods between demographic groups, etc.</p> <p>Bidder Response: Yes. Riskonnect's reporting tool can capture this information from the data stored within the platform. System administrator can configure this to meet your organization need for such comparison reports.</p>
4.18	<p>The solution shall provide the ability to select a specific record from the list to drill down to successively greater levels of detail.</p> <p>Bidder Response: Yes. Riskonnect has very powerful drill down capabilities for dashboards and reports. Users (security permitting) can select which specific data elements to drill down or drill through.</p>
DIARY/TASKERS	
5.1	<p>The solution shall have a diary or task calendar type function to remind users of tasks that must be completed.</p> <p>Bidder Response: The Riskonnect system is a work platform which allows users to diary and follow-up any tasks. Diary items and tasks can be set up manually or assigned electronically via</p>

	<p>automated workflows. Email services allow users to both email into and out of the system. The system also features a very robust document management capability allowing both the text of emails as well as attachments and documents to become part of the permanent record. All notes and diary information are fully reportable through the platform reporting tools. The system contains a full task management system that allow for supervisor/subordinate management, connection of task with records and contacts as well as independent task. Assigned tasks appear in a user's My Tasks related list on their home tab and generate reminder messages that pop up when a user logs in.</p>
5.2	<p>The diary/task calendar function should have a method of creating diaries/tasks based on administrative users defined business rules.</p> <p>Bidder Response: Yes. The Riskonnect system is a work platform which allows users to diary and follow-up any tasks. Diary items and tasks can be set up manually or assigned electronically via automated workflows. Email services allow users to both email into and out of the system. The system also features a very robust document management capability allowing both the text of emails as well as attachments and documents to become part of the permanent record. All notes and diary information are fully reportable through the platform reporting tools.</p>
5.3	<p>The solution should have a method of auto creating diaries based on a records success or failure in the creation of the MMSEA Query or quarterly claims file export and CMS response file imports.</p> <p>Bidder Response: Yes. Diary items and tasks can be set up manually or assigned electronically via automated workflows.</p>
5.4	<p>The solution should have a method of notifying supervisors if their staff do not complete diary items within a specified number of days.</p> <p>Bidder Response: Yes. The application has the ability to notify supervisors when tasks have not been completed on-time. A workflow task assigns a task to a user according to a particular template. Assigned tasks appear in a user's My Tasks related list on their home tab and generate reminder messages that pop up when a user logs in. When users define a workflow task, users provide default values for the Assignee, Subject, Status, Priority, and due Date fields for tasks that are generated by an associated workflow rule. Users can also make sure that a notification is sent to the assignee when a task is automatically created. The system contains a full task management system that allow for supervisor/subordinate management and tracking of task activities, connection of task with records and contacts as well as independent task.</p>
5.5	<p>The solution should have a method of marking a diary item as complete.</p> <p>Bidder Response: Yes. Diary/task items can have a status field that can be marked as completed once the task is done. If attached to a workflow, this could set off the next step in the process.</p>
5.6	<p>The solution should have a method of bulk reassigning diaries.</p> <p>Bidder Response: Reassignment or the delegation of a task/diary or workflow can be achieved in a controlled manner subject to oversight and authorization as needed. Further, integrated security is utilized to ensure only those authorized to reassign can do so. Lastly, reassignments can be available based on dynamic requirements and limited to specific named accounts or roles.</p>
5.7	<p>The solution should have a method to reassign a single diary.</p>

	<p>Bidder Response: Yes. Authorized users have the ability to reassign a single diary, task or workflow.</p>
5.8	<p>The diary entry should provide a link to the claim file or the record it references.</p> <p>Bidder Response: This is supported. Users will have the ability to provide a link to the file or record being referenced in the diary.</p>
5.9	<p>The solution should allow for filtering/sorting diaries based on, but not limited to, due date, completion status, related claim, etc.</p> <p>Bidder Response: Yes. This is supported.</p>
5.10	<p>The solution should provide a method for managers to review their subordinate's diaries.</p> <p>Bidder Response: Yes. This is supported.</p>
5.11	<p>The solution should provide a method of bulk deleting diaries for a particular user or group of users.</p> <p>Bidder Response: Yes. This is supported.</p>
5.12	<p>The solution should provide a method of bulk deleting diaries for a particular day or range of tasks.</p> <p>Bidder Response: Yes. This is supported.</p>
5.13	<p>The solution should provide a method of emailing diaries.</p> <p>Bidder Response: Yes. This is supported.</p>
POLICIES	
6.1	<p>The solution should determine based on funds expended and/or organizational division and/or claim type and event date, which insurance policy is in force for a given claim.</p> <p>Bidder Response: Yes. This is possible in the Riskonnect application. The flexible policy documentation features of Riskonnect allow customers to modify/create layouts and related fields. This will allow the State to collect the data required (i.e., funds expended, organizational division, claim type, event date, etc.) to direct the end user to the proper insurance policy in effect for that claim.</p>
6.2	<p>The solution shall allow for layers of coverage and shall have a method of relating layers of coverage to each other.</p> <p>Bidder Response: Riskonnect offers a fully configurable Policy management module. As a standard, this module is designed around a policy record, holding key information such as policy period, broker, terms etc. Branching out from this core policy record, related records may include:</p> <ul style="list-style-type: none"> • Policy Sections to describe each coverage under the policy, including limits • Policy Participants to track one or many insurers • Policy Transactions to track payments for premium, fees, taxes, etc. • Excess policy for any number of layers <p>The policy module also tracks limit information such as self-insured retentions, deductibles, occurrence limits and aggregate limits.</p>

6.3	<p>The solution shall have the ability to track the following, but not limited to:</p> <ul style="list-style-type: none"> a. Policy name; b. Issue date; c. Policy number; d. Review date; f. Policy status; g. Renewal date; h. Premium; i. Company name, address, phone number; j. Effective date; k. Claims payment; l. Expiration date; m. Primary policy; n. Cancel date; o. Claims made coverage; p. Recoveries; q. Broker name and contact information.
	<p>Bidder Response: Yes. The system is completely configurable and can collect and track all of the information listed above, as well as any additional data that the State requires.</p>
6.4	<p>The solution shall provide a method for showing how many claims and how much funds were applied to a particular policy.</p> <p>Bidder Response: Yes. The standard Riskconnect library has claim and policy reports. If the policy limit data is populated in the policy module and claims are associated with the policy/policy section then erosion and loss ratio reports can be produced. These reports can be filtered to specify types of claims (e.g. asbestosis litigation) or specific policies/policy years. There is a standard dashboard that graphically displays claim costs against policy limits for a quick visual on erosion. As with all dashboards the user can drill into the associated policy or claims.</p>
6.5	<p>The solution should provide the ability to store digital files related to the policy. This includes, but not limited to, the ability to save the text of emails, digital documents, digital photos, and video/audio files.</p> <p>Bidder Response: Yes. Our platform provides comprehensive content and document management capabilities. As a standard feature, file attachments can be made to any record in the system. These can be manually uploaded, imported as part of a data load/feed and brought into the system via our inbound email service feature (i.e. Attachments can be e-mailed directly into any record - the body of the email will be stored as a note and the attachments will be detached from the email and attached to the record and included in the embedded Enterprise Document Management system). Attachments can be any file type including Microsoft, Adobe, JPEG, Video, GIF etc.</p>
6.6	<p>The solution shall provide a way to search the policies based on, but not limited to, policy name, policy number, policy status, effective date, expiration date.</p> <p>Bidder Response: Yes. By default, Riskconnect's Global Search will review the entire system, including custom fields, scanned images, documents, descriptions, notes, tasks, and even comments. This includes .pdf document text searches. Scanning technology will index even images for binary sub-second search. The comprehensive full-text search and</p>

	<p>tagging make it easy for you to find the content you are looking for. This also provides a simple yet powerful query language where users can input wildcards and logical operations to improve search efficiency.</p>
6.7	<p>The solution should provide a method of restricting which users can view policies.</p> <p>Bidder Response: Yes. User setup can be defined to view (or restrict view) down to a field level access. Our full cascading security enables the State to create multiple view to align with your requirements.</p>
6.8	<p>The solution should provide the ability to clone existing policies and then modify them for ease of policy setup.</p> <p>Bidder Response: Yes. A standard clone will copy the record, but not any related records tied to it. This functionality is available out of the box, on any individual record (e.g. Claims, Incidents, Transactions). "Deep Cloning" can be done with custom development.</p>
6.9	<p>The solution should identify and alert Risk Management to approaching expiry of policies with reports, dashboards or automated email notifications.</p> <p>Bidder Response: Yes. Alerting is standard and configurable to client-specific business rules.</p>
IMPLEMENTATION	
7.1	<p>Contractor shall manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date (July 1, 2019).</p> <p>Bidder Response: Yes. Riskconnect will manage the overall implementation process, including full project management. Every Riskconnect implementation is tailored to each client's needs. Our methodology balances speed with control while accommodating our client's priorities, technical needs and time. This is a lean, agile practice that prevents waste, minimizes risk and adds value for our clients through collaboration and engagement. Each implementation project moves through four stages: Plan, Build, Deploy and Close. Within each of these stages are the processes and techniques we utilize to properly plan, document, execute and test our work. Each stage has a specific purpose, an entry point, inputs, activities, tools and techniques, outputs and participants.</p>
7.2	<p>At a minimum, the following system configurations must be complete on the Go-Live date (July 1, 2019):</p> <ol style="list-style-type: none"> a. Configure up to 8 default dashboards using standard dashboard widgets of the solution. b. Insert State of Nebraska's organization pyramid. c. Configure twenty (20) policy form layouts for each fiscal year dating back to 2010 through present. d. Configure State of Nebraska Certificate of Insurance template. e. All existing claims, associated notes and attachments must be uploaded into solution and reviewed for accuracy. f. Claims administration workflow must be fully functional, including the ability to open and manage new and existing claims. g. All required specification of this RFP must be functional by the Go-Live date. <p>Bidder Response: Riskconnect will make every effort possible to meet the requested go-live date. The estimated timeframe for implementation varies from 3-12 months depending on the total effort that needs to be completed. Duration is dependent on a few critical items:</p> <ul style="list-style-type: none"> • Access to customer resources -Riskconnect understand that for most of our clients,

	<p>the risk groups are also responsible for the implementation as Subject Matter Experts. They also are responsible for managing risk, therefore, there is a limited amount of time that we can expect for their engagement to the project.</p> <ul style="list-style-type: none"> • Quality of the data that needs to be converted - Riskconnect's experience has shown that the older the legacy system, coupled with limited system knowledge, may have an impact on the quality of the data. • Access to third parties - When the implementation includes interfaces with third parties for example a TPA, the implementation schedule is dependent on the third party's responsiveness. • Customer corporate priorities - With some industries, there are corporate mandated moratoriums that may impact the implementation schedule. For example, retail generally does not allow system changes during the winter months. • Customer desired priorities - With some of our implementations, the customer requires a particular module to be implemented first. For example, when there is an end of a support contract with a legacy system. <p>Riskconnect will work with the State to expedite signature of contract to allow for engagement of implementation services as early as possible.</p>
7.3	<p>Contractor shall receive all run in information and upload such data into the solution from Risk Management's current claims management system (RiskConsole), workers' compensation data from Risx-Facs and state insurance claim data from Origami.</p> <p>Bidder Response: Yes. Riskconnect will be able to receive and upload data from multiple data sources. Riskconnect offers a variety of methods of data integration and can integrate information from any source needed including:</p> <ul style="list-style-type: none"> • Carrier/TPA data feeds (API integration) • Real-time integration with internal systems (API integration and Web Services) • Simple data loads, including spreadsheet uploads (upload wizard) • Integration via email services • Manual data entry (Direct user data entry, online forms, web portals, etc.)
7.4	<p>Contractor shall ensure the accuracy and completeness of the run-in data.</p> <p>Bidder Response: As part of the data conversion process, Riskconnect has an established Quality Assurance process where we perform several types of validations prior to releasing to the client. In addition, User Acceptance Testing is performed by the client confirming that the converted data set is correct and complete.</p>
7.5	<p>The solution shall be tested prior to the Go-Live data to ensure it is operational and functional. Testing shall be done within two (2) weeks of the Go-Live date to allow sufficient time for problem resolution, changes, and refinements. Testing shall include, at a minimum, system functionality, workflow, load testing, interfaces and import/export capabilities, and internal and external security.</p> <p>Bidder Response: Riskconnect follows the standard principles of change management which includes testing via sandbox environments. Riskconnect clients are provided access to 1 full sandbox and up to 100 development sandbox environments at no additional cost. Our testing covers configuration, code, custom development work, data services and report development. The Riskconnect internal quality assurance process has four stages of increasing complexity:</p> <ul style="list-style-type: none"> • White Box tests - performed by the developer or analyst as the build/configuration is performed

	<ul style="list-style-type: none"> • Black Box tests - scripted "Does it work?" testing to ensure the build is free of defects • Gray Box tests - exploratory "Can we break it?" testing to verify validation rules and ensure error scenarios are trapped and error messages are user friendly • Full Cycle tests - challenges "Do all components work happily together?" this includes regression testing when adding new functionality to an existing production system. <p>All of this internal testing is followed by User Acceptance Testing or "Client UAT" is full-cycle testing performed by the client prior to their sign-off and acceptance of the system.</p>
7.6	<p>Contractor shall provide onsite training of internal users prior to the system implementation.</p> <p>Bidder Response: During the implementation we typically hold the project kick-off meeting, requirements workshops and training onsite.</p>
7.7	<p>Provide a complete implementation plan and schedule that includes consideration for a phased approach, review of system and data, data mapping and conversion, development and testing, training and final implementation for a Go-Live date of July 1, 2019.</p> <p>Bidder Response: More discovery is needed in order to provide the State with a detailed timeline with key milestones and dates. Each implementation project progresses through four stages: Plan, Build, Deploy, and Close. Within each of these stages are the processes and techniques used to properly plan, document, execute, and test implementation work. Each stage has a specific purpose, an entry point, inputs, activities, tools and techniques, outputs and participants. IT resources are need for interfaces and data integration, but otherwise IT involvement is minimal. Business users' time is needed to review/edit our base taxonomy, guide workflow, and perform user acceptance testing. Riskonnect will collaborate with the State on detailing the initial, high-level schedule of project stages and major milestones throughout the plan stage. As the project moves into the build stage, the schedule will be approved and finalized by both the client and Riskonnect. Riskonnect will provide the State with weekly project status updates. These status updates consist of 30-minute conference calls and project status documentation.</p>
7.8	<p>Contractor shall assist Risk Management with creating necessary workflows in the solution for the Tort/Miscellaneous/Contract Claims Processes.</p> <p>Bidder Response: Riskonnect will be available to assist Risk Management with creating workflows. Customers have the ability to make changes to the platform themselves via their administrator users. They can add fields, edit page layouts, create workflows etc. Training would be provided as part of the implementation process.</p>
7.9	<p>Describe additional support that will be provided to Risk Management after implementation.</p> <p>Bidder Response: Beyond your implementation, Riskonnect clients are assigned a dedicated account manager with a support staff of data engineers, business analysts, and technical engineers who comprise your post go-live service team. We are generally available 7am to 7pm, with emergency support available after hours. The skills and services available after hours are the same ones available during regular hours. In addition, Riskonnect's Client Community provides the State with the ability to enter user requests via our</p>

	internal case system. User cases and requests can therefore be tracked and communicated against, leveraging this solution.
7.10	<p>Is there additional training available for system administrator(s) / users after implementation?</p> <p>Bidder Response: Yes. Beyond Riskconnect's new client training and standard service and support, many clients desire additional training. Riskconnect University™, the Riskconnect continuing education training program, is designed to help risk and safety professionals further their technology and risk management skills. Riskconnect University™ encompasses continuing education, webinars, newsletters and the Annual User Conference. Training can be conducted at any of our offices (Kennesaw, GA, Chicago, Illinois, London, England) or most commonly, at your facility.</p>
7.11	<p>Contractor must perform data migration and conversion on all historical data and financial elements from Risk Management's claims management system, RiskConsole, and the TPAs claims systems into the solution.</p> <p>Bidder Response: Yes. Riskconnect Data Services Team has extensive experience in data integrations with external TPA, Carrier, and RMIS vendor systems. The Riskconnect approach to data conversion is targeted and specifically designed for each of our clients. We have done over 75 migrations from multiple legacy systems: STARS, RiskConsole, Riskmaster, Inform, Ebix, David, and multiple home-grown customer systems to provide some examples. Typical migrations involve organizational hierarchy, claims, transactions, policies, contacts, adjuster notes, and file attachments. In many cases other less common data were also migrated, such as CMS reporting history, invoicing and check writing history, fleet schedules, asset schedules, etc. Volumes have ranged from thousands to millions of claims. Specifically, as it relates to historical and financial data elements, Riskconnect stores financials as transaction detail, typically check-level payments, and transactional reserve and recovery changes. In our migration we would convert all available financial detail transactions from the source system. This would mean retaining all payment transactions with their original payment date, as well as any reserve changes with their corresponding reserve change date, for example. This level of detail allows point-in-time reporting to occur as of any point in the history of a claim or claim set.</p>
7.12	<p>Contractor must restructure old data into new formats, as required by Risk Management, without losing data integrity.</p> <p>Bidder Response: The Riskconnect approach to data conversion is targeted and specifically designed for each of our clients. An overview of Riskconnect's data conversion process is:</p> <p>Client sends data request authorizing the release of data to Riskconnect to each of your data providers. Upon receipt of the data sets Riskconnect Data Services team will begin the analyses and mapping process which involves the following:</p> <ul style="list-style-type: none"> • A client requirements gathering session held between your Riskconnect Account services team and internal Client resources • Riskconnect will put together documentation to demonstrate the data being converted and any business rules being applied. • Acknowledgement/acceptance of design by both the Client and Riskconnect • Load Development is conducted to execute the conversion of data to Riskconnect. This step includes Financial, Insurance Standard and any defined custom

	<p>validations. Detailed and trending reports are created and may be provided for evaluation over time.</p> <ul style="list-style-type: none"> • Q/A - Riskonnect performs several types of validations (see implementation validation documentation) prior to releasing to the client. • UAT - the client will perform testing, confirming that the converted data set is correct and complete. • Approval/acceptance acknowledgement by the Client • Automation for any on-going feeds
7.13	<p>Contractor must transfer historical claims associated financial data, claimant information, attachments, adjuster notes, as required by Risk Management, from the existing claim systems into the new solution.</p> <p>Bidder Response: Riskonnect has a Data Services team that has performed numerous historical data migrations. If data conversion is desired, we will require more discovery in order to scope and estimate the effort.</p>
7.14	<p>There may be attachments in Risk Management's current claims system that it does not want in the new solution. Please describe your ability to sort through claim attachments and only upload those attachments that are desired by Risk Management. Please also describe any limitations and/or additional requirement that would be necessary to fulfill such request.</p> <p>Bidder Response: Riskonnect would need to understand the logic criterion to be used to filter the undesired attachments. An example might be to ignore attachments associated with closed claims reported prior to 2010 for instance.</p>
PAYMENTS	
8.1	<p>The solution shall have the ability to download payment and reserve data in an Excel compatible format.</p> <p>Bidder Response: Yes. Riskonnect includes a data export functionality for creation of spreadsheet and comma-delimited files.</p>
8.2	<p>The solution shall provide for the ability to upload batch payments into the system via an Excel data file.</p> <p>Bidder Response: Yes. Riskonnect includes a data import wizard which supports spreadsheet and comma-delimited data sources.</p>
8.3	<p>The solution shall track all users, date and time that any payment information is changed.</p> <p>Bidder Response: There is no operation performed in the Riskonnect system that escapes an audit capture. This includes everything from a simple user interaction to a System Administrator interaction. The audit logs can be reviewed on the record itself or via a report.</p>
8.4	<p>The solution shall be able to classify payments into various categories, such as loss, legal, 1st party, bodily injury, etc.</p> <p>Bidder Response: Yes. Payment classifications can be configured to include as many categories as the State needs.</p>
	<p>The solution does not need the ability to issue payments. The solution is only required all to maintain and received all imputed payment information.</p>

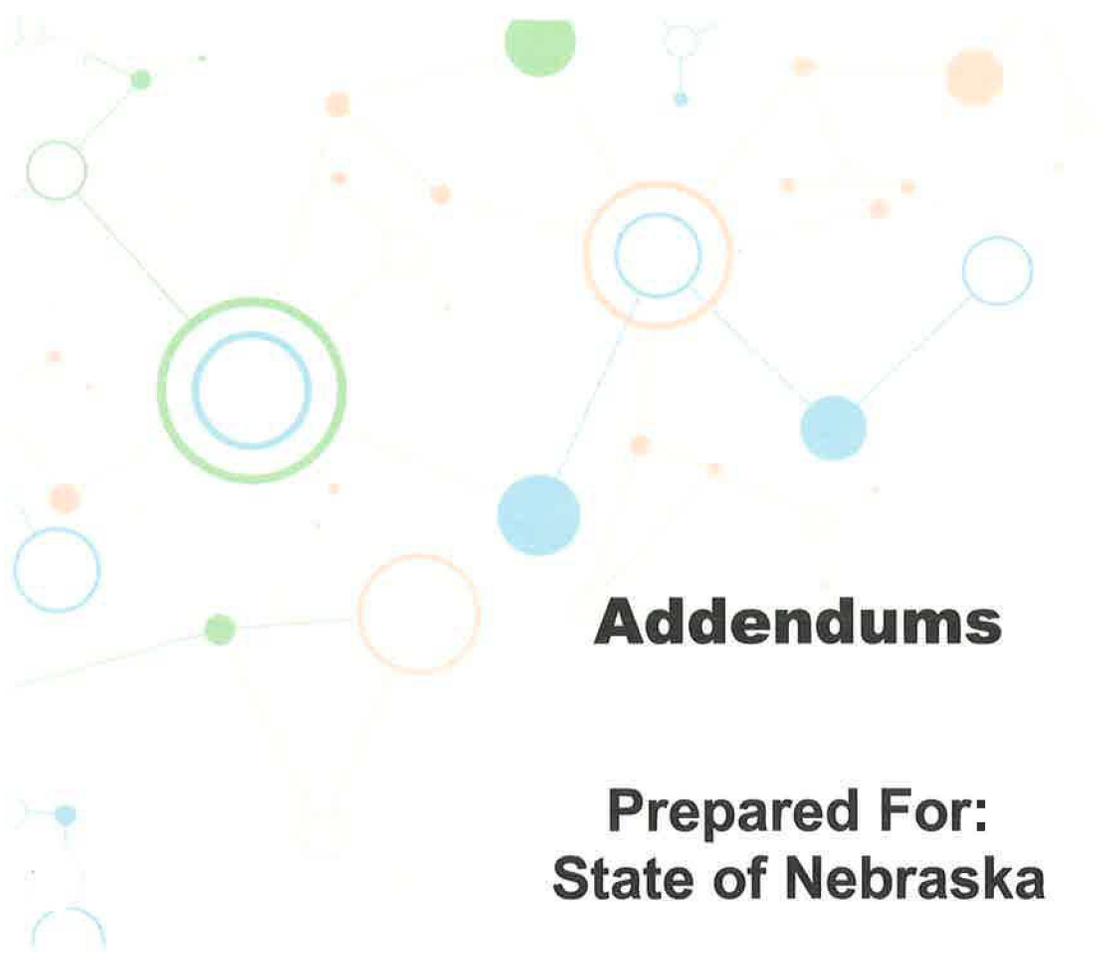
8.5	<p>Bidder Response: Riskconnect meets this requirement. All payment information will be collected and maintained in the system.</p>
LOSS CONTROL	
9.1	<p>The solution should have a mechanism to document unsafe conditions with specific fields.</p> <p>Bidder Response: Yes. The application is designed to allow the reporting of not only events but also 'near misses' and 'unsafe conditions.' The system will allow customization of these descriptions to fit the individual culture.</p>
9.2	<p>The solution should have the ability to attach documents to unsafe conditions.</p> <p>Bidder Response: Yes. Riskconnect has the ability to attach documents to any record.</p>
9.3	<p>The solution should have the ability to enter recommendation and to track follow-up on recommendations and record status.</p> <p>Bidder Response: Yes, this is standard functionality within Riskconnect. Inspection findings, recommendations, and corrective actions are all tracked in Riskconnect along with automation for follow-up.</p>
9.4	<p>Describe the solutions ability to read a PDF document for appropriate information/data to be automatically uploaded into the solution.</p> <p>Bidder Response: Documents uploaded through our Chatter feature provide full search capabilities for the PDF. Furthermore, Riskconnect eDocs offers an easy and automatic generation of forms using system data and predefined templates.</p>
SECURITY	
10.1	<p>Describe in detail, and provide policies as applicable, the technical and administrative security controls regarding access to personally identifiable information.</p> <p>Bidder Response: The type of data that is collected, transmitted, processes, and stored is completely dependent on the client. Applicable PII data provided by the State will be handled as required. The Riskconnect platform is HIPAA and PII compliant. Data access is restricted by user profile down to the field level. Additionally, fields can be obfuscated or encrypted.</p>
10.2	<p>Describe the security controls or environment where claimant data will be stored.</p> <p>Bidder Response: Riskconnect and our platform provider protect customer data by providing end to end security. This includes password policies, security roles, encryption, and audit logs. Security roles for access is a staple with our system. Riskconnect offers the State the control needed to prevent unauthorized access to any part of your solution, down to the field level. User access to the system is determined by the assigned security profile, which is managed by your system administrator(s) or by Riskconnect. Profiles dictate the level of access an individual can have to the system from objects, reports, page layouts and views, and specific fields.</p>
10.3	<p>Specify the mechanisms in place to ensure the confidentiality of the data. How will that data be stored? What type and strength of data encryption will be utilized?</p> <p>Bidder Response: Data is stored in a multi-tenant environment, where data is logically separated via a</p>

	<p>unique organizational identifier. All unauthorized access is prohibited and access is controlled, monitored, and regularly reviewed to prohibit unauthorized activity. There are multiple additional physical and procedural controls in place at each level of the infrastructure to ensure its integrity, including, but not limited to the use of physical and network security controls, backups, a tested disaster recovery plan, monitoring, and continuous system assessments and testing.</p> <p>Data is stored within the secure data centers provided as part of the Riskconnect Service. Our North American client's data resides in one of our four data centers. Riskconnect supports TLS 1.2. All data exchanges are encrypted via SFTP with PGP. Field level encryption is available utilizing key splitting. Splitting is utilized to separate the keying material between the application server and the database. Data encryption at rest using AES 256 is available for an additional cost. For data at rest, key management is shared between the client and the vendor.</p>
10.4	<p>Describe the method or mechanism used to ensure the secure transfer of data.</p> <p>Bidder Response: The security standards of the Riskconnect Service and its platform (powered by Salesforce.com) are on par with the best civilian data centers in the world, including the world's most security-conscious financial institutions. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in salted SHA-256 format. Applications are continually monitored for security violation attempts. Additionally, multilevel security products from leading security vendors and proven security practices ensure network security. All networks are certified through third-party vulnerability assessment programs.</p>
OTHER REQUIREMENTS	
11.1	<p>The solution shall be able to display a claim summary that gives an overview of a claim along with easy navigation to key claim components such as notes, diaries, documents, payments, or reserves.</p> <p>Bidder Response: The claim page layout puts all information related to that claim (including components such as notes, diaries, documents, payments, or reserves) in an easy to view and navigate format. Our Activity History section will show all completed tasks and emails sent from the record in chronological order. We group claim notes together allowing for categorization and filtering so that it is easy to review adjuster notes activity over the life of the claim.</p>
11.2	<p>Please describe the solution's ability to drag and drop attachments.</p> <p>Bidder Response: There are multiple ways to add an attachment to a record, including emailing the attachment to the specific record, drag and drop, and the more familiar browse and upload from your files.</p>
11.3	<p>The solution should provide for automated business rules that can be created by system administrator(s) for specific business functions.</p> <p>Bidder Response: Yes. Workflows are available throughout Riskconnect RMIS and are to configurable to client-specific business processes. Workflows are easily set up through a wizard driven process, using standard configuration tools and are used for sending out notifications, alerts, and reminders. This allows users to automatically send email alerts, assign tasks, or update field values based on defined rules. Anytime that changes to a record meet the conditions in a workflow rule, the system automatically performs any actions</p>

	associated with the rule.
11.4	<p>The solution shall be able to drill down into claim specifics from reports.</p> <p>Bidder Response: Yes. Riskconnect has very powerful drill down capabilities for dashboards and reports. Users (security permitting) can select which specific data elements to drill down or drill through. Light (or Role Based) user licenses have full drill down dashboard and report capabilities, with no limit to the number of reports they can access. However, only Full or Admin users can modify report contents (field listing, grouping etc.).</p>
11.5	<p>Describe any required hardware and software system requirements needed for the solution to be fully functional.</p> <p>Bidder Response: Not applicable. Riskconnect solutions are provided as Software as a Service (SaaS).</p>
11.6	<p>Is there a dedicated client services representative or a team assigned to each client?</p> <p>Bidder Response: Yes. Riskconnect offers comprehensive, one on one support services by our in-house Professional Services team. This includes full system support such as maintenance, change requests, enhancements, upgrades and training. Riskconnect Professional Services team will consist of a primary Account Manager who will engage technical consultants, data engineers, business analysts, and technical engineers who comprise the service team.</p>
11.7	<p>Is customer support unlimited or handled through purchasing blocks of time?</p> <p>Bidder Response: Customer support is included as part of the cost of the solution. Additional support hours would be incurred for additional configuration needs.</p>
11.8	<p>If a reported problem is a customer/user problem and not an application software problem, please described how this problem is addressed and must be included in standard fee.</p> <p>Bidder Response: Your dedicated Riskconnect Professional Services contact will work with you to identify and correct the issue.</p>
11.9	<p>What services are provided under the standard software maintenance contract?</p> <p>Bidder Response: Ongoing system maintenance and upgrades are included in the Master Services Agreement and Statement of Work. While it is common for our clients to execute change orders (add licenses, features, etc.) throughout the year, there is no required separate maintenance agreements. Configuration needs resulting from an upgrade are handled using subscribed annual support hours.</p>
11.10	<p>The solution must be available 99.99% of the time. Risk Management must be advised of scheduled maintenance and unavailability of the system at least 3 business days in advance.</p> <p>Bidder Response: Riskconnect's standard SLA information can be shared with a mutual NDA. Riskconnect clients historically experience 99.9% uptime. Scheduled maintenance is planned for off-peak hours to minimize disruption to our clients. Any non-emergency shutdown that requires the Riskconnect Services and/or Software to be unavailable will be scheduled with written notice at least ten (10) business days in advance of the interruption time. All planned maintenance or outages are scheduled/reported on the Salesforce Trust site (https://status.salesforce.com/products/all/instances).</p>

11.11	<p>Contractor is required to perform quarterly on-site visits (for the first year of the contract) and bi-annual on-site support visits (for the remaining years on the contract) to support Risk Management staff and provide technical training, assist in developing customer-requested system enhancements, and other technical support as needed. In addition, this periodic training shall ensure that the analysts and oversight personnel are able to use the system's inquiry and reporting capabilities.</p>
	<p>Bidder Response: The SaaS nature of our solutions provide that often on-site support is not needed. However, we are happy to provide on-site training/support services at your request.</p>
11.12	<p>All travel and expense incurred due to training during the term of the contract will be at the Contractor's expense.</p>
	<p>Bidder Response: The SaaS nature of our solutions provide that often on-site support is not needed. However, we are happy to provide on-site training/support services at your request. All travel would be approved by the State prior to any expenditure is incurred.</p>
11.13	<p>Contractor shall provide training videos, softcopies of any standard FAQs, help desk materials, and other available end-user reference materials.</p>
	<p>Bidder Response: Riskonnect offers our clients training in the manner in which it will be best received by your user base, including, but not limited to, train the trainer, video, webinar, classroom, tutorials etc. Training includes customized training guides complete with exercises and client-specific configuration examples. All training materials are provided online and updated in conjunction with each platform upgrade. System documentation related to client-specific configuration is posted and available online. Initial documentation will be posted throughout the implementation process. All enhancements provided by Riskonnect personnel are documented and added to the client reference library. Riskonnect also features a robust client community that continually assists one another in enhancing their user experience.</p>
11.14	<p>Contractor shall provide ongoing 'on-call' support to end-users as needed.</p>
	<p>Bidder Response: Riskonnect support is available 24 hours a day, 7 days a week with general availability from 7am to 7pm and emergency after hours.</p>
11.15	<p>The solution shall have a mechanism to administer, manage and track subrogation and recovery claims.</p>
	<p>Bidder Response: Yes. Subrogations and recovery claims can be tracked and reported against in Riskonnect.</p>
11.16	<p>The solution shall have the ability to create custom workflows for Risk Management's various business models, including being able to manage which claims shall appear before the State Claims Board, Legislature, and/or are on appeal.</p>
	<p>Bidder Response: Yes. Riskonnect workflow functionality provides clients with delivered best practice workflows, the capability to modify workflows, and the capability to design and implement additional workflows. Our workflows enable routine scheduling of tasks, conditional notifications, assigned work, items for review, etc. Many areas allow for delegations to one or more users for downstream documents. The notifications appear in a "To-Do" list on the user's homepage as well as in their email.</p> <p>Key features of our workflow capability include:</p>

	<ul style="list-style-type: none"> • Workflow gives users the flexibility to design customized buttons, modify button behaviors, create customized notifications, and automatic sign offs. • Workflows utilize configurable screens to provide specific information to users. • Workflow also enables users to set specific security for buttons and fields • For auditing purposes, our application maintains a complete audit trail for the execution of a workflow instance. This means that any change of state or actions performed on a workflow instance is recorded.
11.17	<p>Please describe other modules and functionalities available within the solution that were not discussed in this RFP, but that may be beneficial to the State's Risk Management Program.</p> <p>Bidder Response: The Riskconnect Integrated Risk Management solution is made up of eight application "Frameworks". These consist of Enterprise Risk Management, Risk Management Information Systems, Health and Safety Management, HealthCare, Internal Audit, Regulatory and Compliance Management, Sarbanes Oxley, Vendor Risk Management and Business Continuity Management. A "Framework" is made up of a number of modules within the application. Frameworks can be used individually, or multiple frameworks can be rolled out across an organization to provide a fully integrated view of risk management activities.</p>
DOCUMENTATION REQUIREMENTS	
12.1	<p>Copy of most recent SAAE-16</p> <p>Bidder Response: This information is included in our Technology Due Diligence (TDD) Packet which can be provided with an executed NDA.</p>
12.2	<p>Copy of Quality Control Program.</p> <p>Bidder Response: This information is included in our Technology Due Diligence (TDD) Packet which can be provided with an executed NDA.</p>
12.3	<p>Copy of Privacy Policy.</p> <p>Bidder Response: Riskconnect has a privacy policy which can be reviewed at http://riskconnect.com/privacy-policy. Riskconnect does not have additional policy procedures outside of the client's business purpose. Riskconnect adheres to the privacy requirements set by the client for their data.</p>
12.4	<p>Copy of "Best Practices".</p> <p>Bidder Response: This information is included in our Technology Due Diligence (TDD) packet which can be provided with an executed NDA.</p>
12.5	<p>Copy of Technology Security Standards.</p> <p>Bidder Response: This information is included in our Technology Due Diligence (TDD) packet which can be provided with an executed NDA.</p>



Addendums

**Prepared For:
State of Nebraska**

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: November 8, 2018

To: All Bidders

From: Teresa Fleming, Buyer
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5949 Z1 to be opened ~~November 20, 2018~~
December 4, 2018 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			We wanted to know if the Proposal Opening is mandatory for potential vendors who are submitting?	The Proposal Opening is not mandatory to attend.
2.			Does the State prefer a State-Hosted or Vendor-Hosted Solution?	The State requires a vendor-hosted solution.
3.			Capabilities 1.1 The solution shall provide a method of allowing auto filtering on document type based on the user's active screen within the solution. a. Can you provide a bit more detail of what functionality is desired? Are you referring to data search capabilities?	The State would like to perform searches based upon various data fields that are available. The search results should populate the claim/data information queried.
4.			Capabilities 1.2: The solution shall provide a method to track entities of different types. Types include,	The tracking required is not applicable to only the claimants. All data fields must be searchable.

			<p>but are not limited to, employees, vendors, hospitals, attorneys, attorney firms, MMSEA claim party, insurers, adjusters, drivers, insurance companies, volunteers, etc.</p> <p>a. Can we assume the tracking desired is specific to these individuals involvement on Claims?</p>	
5.			<p>Capabilities 1.31 The solution shall provide a way to schedule imports and exports.</p> <p>a. Can you provide details regarding what data imports and exports are needed?</p>	<p>The solution shall be able to receive data imports from its third-party administrators. All data fields must be available to export for reporting purposes.</p>
6.			<p>Can you provide details on any data interfaces that need to be developed to exchange data?</p> <p>a. HR Employee Interface?</p> <p>b. Financial System Interface?</p> <p>c. Medical Bill Review?</p> <p>d. Loss Control?</p> <p>e. Others?</p>	<p>The State does not currently require any data interfaces.</p>
7.			<p>Capabilities 1.8: Please describe the solution's ability for Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields.</p> <p>a. Can you provide more details regarding the types of documents that</p>	<p>The State is interested in the solutions ability to read a claim form and to automatically transcribe that information into the solution, such as claimant name, address, description of the claim, etc. The State is also interested in the solutions ability to read and transcript any other documentation.</p>

			you desired to be mapped into the system?	
8.			<p>Capabilities 7.11 Contractor must perform data migration and conversion on all historical data and financial elements from Risk Management's claims management system, RiskConsole, and the TPAs claims systems into the solution.</p> <p>a. Can you provide more details regarding Risk Management's Claim System (operating platform, data export layout/format options)?</p> <p>b. Can you identify the two TPAs and will these data interfaces be bilateral (NE RMIS exports 1st Report Data to TPA and imports TPA Claim data)?</p>	<p>The solution does not need to support bilateral interfaces.</p> <p>The solution only needs to be able to receive data from the State's TPAs.</p>
9.			<p>Capabilities 7.14 There may be attachments in Risk Management's current claims system that it does not want in the new solution. Please describe your ability to sort through claim attachments and only upload those attachments that are desired by Risk Management. Please also describe any limitations and/or additional requirement</p>	<p>The attachments are not flagged. Please describe your ability to sort through claim attachments and upload all attachments required by Risk Management.</p>

			that would be necessary to fulfill such request. a. How are attachments flagged in your current system that will help you and us identify these unwanted documents?	
10.			General Question: What is the process for State Operations to report Claims to Risk Management?	Claimants must complete a claim form and file it with the Office of Risk Management. Claims may be submitted via mail, fax, or email. See http://das.nebraska.gov/risk/claims.html
11.	5949 Z1 Attachment A, Item 4.1	Page 12	Is the State able to sign an NDA so we can provide our SOC report and security documents?	No.
12.	5949 Z1 Attachment A, Item 4.2	Page 12	Can one of the ongoing bi-annual on-site meetings be used for the required stewardship meeting?	Yes.
13.	5949 Z1 Attachment A, Section 8	Page 16	Please confirm there is no automation of the claims payment process with a data exchange in the current RMIS and the future RMIS will continue to be used to track payments only.	The solution does not need the capability to produce payments. The solution shall only have the ability to track payments entered into the solution.
14.	5949 Z1 RFP Final, Section V	Page 24	Are the 5 users the ones setting reserves and entering payments on claims managed in the current RMIS?	Yes.
15.	5949 Z1 RFP Final, Section V	Page 25	How frequently is the State looking to get claims set from their TPAs (monthly, weekly, daily)? Is the expectation that the adjuster notes and transactions will also be sent from the TPAs?	The State requires receiving the claim information from its State Insurance TPA on a weekly basis and from its Workers' Compensation TPA on a monthly basis. Adjuster notes will not be needed. Transactions are needed as it relates to payments and reserves.
16.	5949 Z1 RFP Final, Section V	Page 24	How are miscellaneous, tort,	Claimants must complete a claim form and filed it with the Office of Risk

			and contract claims reported to the State in the current RMIS? Is there a need for online forms to report these claims?	Management. Claims may be submitted via mail, fax, or email. See http://das.nebraska.gov/risk/claims.html Claim information is currently entered manually by staff. The State is interested in online forms to report these claims.
17.	5949 Z1 RFP Final, Section V	Page 26	Is the plan to load all 25,662 incident only records to the new RMIS? What is the average new volume of claims and incident-only records for all lines of coverage per year?	Yes, the plan is to load the data for all 25,662 incident only records. Approximately 1526 new workers compensation claims are filed a year. Approximately 790 new state insurance claims are filed a year. Approximately 1000 tort, miscellaneous, and contract claims are filed each year.
18.	5949 Z1 Attachment A, Section 3	Page 11	Does that State have 1 RRE ID for CMS-111 reporting? If more than one, how many?	The State has two.
19.	5949 Z1 Attachment A, Item 7.2	Page 15	Are you able to provide any examples of the 8 default dashboards?	No. The Contractor will create the dashboards based on discussions of the State's needs.
20.	5949 Z1 Attachment A, Item 7.2	Page 15	Are you able to provide an example of the State's Certificate of Insurance and a description of the workflow for requesting it (i.e. who is making the request, is there an approval process, etc)?	See http://das.nebraska.gov/risk/information-for-agencies.html for a description of the process for requesting a certificate. Once the request is received by Risk Management, staff manually create a COI based upon the needs of the agency. See Attachment B for a copy of an agency specific COI and generic COI are attached.
21.	5949 Z1 Attachment A, Item 7.2	Page 15	Are you able to provide examples of the 20 policy form layouts? Are these 20 lines of business/coverages that would be set up?	No. The Contractor will create the policy form layouts based discussions of the State's needs. See Attachment C for a copy of the State's program structure for reference.
22.	5949 Z1 Attachment A, Item 11.11	Page 18	As part of the required quarterly on-site meetings in year 1, can one of these meetings be used for the on-site training prior to go-live?	No. The training will take place prior to the go-live date and therefore will not count towards the quarterly on-site visit requirement.
23.	5949 Z1 Attachment A, Section 9	Page 17	For the Loss Control requirements, is there a need for online and/or mobile forms	Yes, the State is interested in the solutions ability for online or mobile forms to allow employees to submit data into the RMIS.

			to allow employees to submit this data to the RMIS?	
24.	5949 Z1 Attachment A, Section 9	Page 17	Is there a need to have an interface with the State's HR system to simplify the entry of Loss Control events (faster documentation of which employees were involved, etc)?	No.
25.	5949 Z1 Attachment A, Item 8.2	Page 16	Are you able to provide more details on where the batch payment upload is coming from? Will this data always be in the same Excel format?	If a batch payment upload is utilized, the State will gather that information from its financial system E1. The financial system is currently being moved to Fusion. However, it is likely that the data will be in the form of an Excel spreadsheet.
26.	5949 Z1 Attachment A, Item 4.6	Page 12	Can you provide any additional details or examples of the reports?	This question seeks to inquire if the solution has a mechanism for calculating known outcomes based on current data by applying those calculations to new data to predict future outcomes. Please describe the solutions ability to produce cost modeling analysis and/or statistical reports based upon the information/data that Risk Management will have in the solution.
27.	5949 Z1 Attachment A, Item 7.13	Page 16	Can you provide the current size of all attachments currently stored in your RiskConsole system?	See Attachment D Data Storage.
28.	5949 Z1 Attachment A, Item 12.4	Page 19	Can you please clarify the best practices that are to be provided with the proposal?	Bidders are required to provide its company's best practices for success.
29.	5949 Z1 RFP Final, Section I	Page 4, Letter O	Please confirm that the expected response to Sections V and VI of the RFP document would be the completed Attachment A along with any deviations to the instructions and requirements contained, if applicable.	Confirmed.
30.	5949 Z1 RFP Final, Section I	Page 1, Letter C	What is the significance of the July 1, 2019 go-live date? Is this based on	The current contract ends June 30, 2019. The solution must be available on July 1, 2019 to ensure that there is no interruption in claims administration.

			the current RMIS contract? As best practice, we would recommend 4 to 9 months from contract execution for a project of this scale.	
31.	General System and Licensing Requirements (no reference)	N/A	Number of concurrent internal users?	5.
32.	"	"	Number of concurrent external users?	15.
33.	"	"	External hosting required? Shared or Dedicated?	See the response to Question 2.
34.	"	"	Current database type? i.e. Oracle, SQL	The current claims management system is RiskConsole.
35.	"	"	Encryption for Data at Rest required?	The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.
36.	"	"	FedRAMP level requirement? Low, Moderate or High?	The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.
37.	"	"	Authentication Method?	The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.
38.	"	"	Data size requirement?	The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.
39.	Procurement Procedure Schedule of Events	Page 1	Is there any possibility of an extension to the RFP due date?	See Addendum Two, Revised Schedule of Events.
40.	RFP Final: V(D)	24	Can you describe in detail the approval process for claims? Would this simply be a report of those claims that have not been approved meeting certain thresholds? Is there workflow involved to send data to anyone outside the risk management department?	See Attachment E for the Standard Operating Procedure for Opening Tort Claims and Processing Risk Manager Recommendations. After receiving the Risk Manger Recommendation, staff sends out the appropriate approval or denial letter. If applicable, schedules it for the State Claims Board Hearing or to be heard before the Legislature. The workflow to send data to agencies outside of Risk Management is a manual process and is done through email.
41.	RFP Final: V(D)	25	The referenced contract for TPA services (not WC) is with Nebraska Risk Management Association, Inc. with	Yes.

			the acronym NRMA. Is this referring to Nebraska Intergovernmental Risk Management Association (NIRMA)? Website: www.nirma.info.	
42.	Attachment A: 1.1	5	Can you provide more information on this requirement? Is the screen a specific claim screen or a general search screen? Any information on the purpose of this requirement would be helpful.	The State is requiring the ability to filter data available on any active screen.
43.	Attachment A: 1.17	5	Who would be performing the investigation? Someone from the department/division where the event occurred? Would this be limited to Tort, Miscellaneous or Contract Claims? Can you describe the process further? Would there be follow up if the initial investigation was not sufficient? Further follow up after that?	State agencies perform all investigations and provide the results to Risk Management. Yes, the agencies for which the claim arose completes the investigation. Yes, this is limited to Tort, Miscellaneous and Contract claims. The agencies complete an investigation and provide Risk Management with a written response of the results of the investigation. If there are additional questions, Risk Management may require further information or investigation.
44.	Attachment A: 1.83	10	Can you describe the types of documents you would like to scan in and the type of data you are converting, e.g. Policy, Certificate, Claim? Are they generally the same format, i.e. the field you are searching for is in the same place on the document consistently? How often do you plan on using this functionality?	Risk Management would like to scan claim forms and, possibly, any other documentation associated with a claim such as emails, letters, agency recommendations, etc. Yes, all claims forms are in the same format. Risk Management would utilize this functionality on a regular basis and possibly every day.
45.	Attachment A: 4.6	12	Can you give more	This question seeks to inquire if the

			<p>details on “cost modeling analysis”? Is this in relation to claims costs? Premium? Retentions?</p>	<p>solution has a mechanism for calculating known outcomes based on current data by applying those calculations to new data to predict future outcomes. Please describe the solutions ability to produce cost modeling analysis and/or statistical reports based upon the information/data that Risk Management will have in the solution.</p>
46.	Attachment A: 7.2 (c)	15	<p>Does this refer to actually entering the data or simply setting up a screen to hold the policy data?</p>	<p>The policy data must be entered into the solution, as well as link the appropriate claims.</p>
47.	Attachment A: 7.2 (d)	15	<p>Is this for incoming or outgoing certificates? Is this a report that needs to be run? An input screen? A form letter? Please provide more information.</p>	<p>Risk Management is seeking a template that it can complete with necessary information and automatically forward on to agency representatives.</p> <p>See the response to Question 20.</p>
48.	Attachment A: 9.1-9.3	17	<p>Who will be entering Loss Control (unsafe conditions, recommendations, etc.) into the system? Will they be part of the user group mentioned in the RFP: 1 admin, 4 full, 15 lite users? Do you require a web form to enter this information, i.e. will the data be entered by field users who will not have access to the full system?</p>	<p>Risk Management staff will be entering loss control information into the solution. Yes, staff has already been included in the numbers outlined for the user groups in the RFP.</p> <p>Risk Management is interested in the ability to have a web form to enter loss control information by users who do not have access to the full system.</p>
49.	N/A - General Question	N/A	<p>Can you provide an example risk that would get submitted?</p>	<p>The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.</p>
50.	N/A - General Question	N/A	<p>Do the risks go through any type of investigation process?</p>	<p>All claims filed against the State of Nebraska are investigated.</p>
51.	N/A - General Question	N/A	<p>Can you provide an example of the standardized templates housed within RiskConsole?</p>	<p>See Attachment F for sample templates.</p>
52.	N/A - General Question	N/A	<p>What are the current pain points with RiskConsole that you're seeking to resolve with an</p>	<p>The State will not respond to this question as it is out of the scope of the RFP.</p>

			alternative product?	
53.	L. PERFORMANCE BOND	Page 10	Since this is not a construction project, is a "Performance Bond" really required ?	Yes.
54.	N/A - General Question	N/A	Is this RFP a renewal for the RiskConsole solution or a RFP for a new solution ?	The contract for RiskConsole expires on June 30, 2019. This RFP seeks to obtain a new contract through the bidding process.
55.	Policy	14	Is the Vehicle Underwriting handled by Risk?	No.
56.	Policy	14	How many times per year are auto "owners" billed for insurance Premiums?	Once.
57.	Policy	14	How many time per year can auto insurance coverage be changed for a particular vehicle?	Once.
58.	Policy	14	How are the rates set for the various insurance type?	Risk Management completes an actuarial and cost allocation studies to determine the rates.
59.			Is the Property underwriting handled by Risk? (billing and collection of premiums)	No.
60.	Policy	14	How many times per year property "owners" billed for insurance premiums?	Once.
61.	Policy	14	How are the rates set for the various property types?	Risk Management completes an actuarial and cost allocation studies to determine the rates.
62.	Implementation	16	Can we get the file formats for the exports from the TPA's?	Both TPAs have reported that file formats will be sent over in Excel.
63.	Implementation	15	How much storage space do you require?	Risk Management is unable to answer this question. The solution must be able to store all documents and files uploaded into the system as described in this RFP.
64.			Is the NRMA willing to send claim notes in the weekly export to the new RIMS?	Risk Management does not need claim notes as part of the weekly export.
65.			Can we get the data elements and format of the shipments act to be imported?	The State is unsure of the question being asked. Please resubmit the question in more detail in Round 2 Q&A.
66.	General Capabilities	7	Does NE desire a fully mobile system that	A fully mobile system is not required.

			functions on smartphones and tablets? (iPhone, Android, iPad, Surface, etc.)	
67.	Attachments/Documents/Files	10	Can you give us the maximum size of attachments that you will be entering in to the system? (Word, PDF, Excel, JPEG, PNG, MP4, Video/audio etc.)	Risk Management is unable to answer this question. The solution must be able to store all documents and files uploaded into the system as described in this RFP. See Attachment D Data Storage.
68.			Would NE like to have unlimited number of users at no charge?	Yes.
69.			Is proposal opening mandatory for potential vendors who are submitting?	See the response to Question 1.
70.	Attachment A	11	What kind of file type and where is the MMSEA data coming from?	The MMSEA data would come from the processed tort, miscellaneous and contract claims. Risk Management has not previously utilized an electronic system to provide MMSEA data. Risk Management is open to the file type to be used, but would assume that excel or some other commonly known file would be used.
71.			Looking at the Cost Proposal sheet, are you expecting a separate/individual license for the new system per year for each employee/user?	See REVISED Cost Proposal.
72.			Would we need to import all of the WC claim data from NE's TPA?	See Section D. Current Program pages 24-26 of the RFP.
73.	D. Current Program As of August 30, 2018, 28,823 claims are maintained within RiskConsole. All of these claims fall under the Tort, Miscellaneous or Contract Claims Acts. Some of the files also includes Notice of Lawsuits and Indemnification Claims	Page 24	Please identify desired initial incident\claim reporting process for Self Administered Claims: How many individuals should have access to enter a new incident\claim record? Do you wish to track incidents as a separate record than	The reporting process for self-administered claims will be determined once a solution is selected. Risk Management is seeking a reporting process to have workflows that create more efficient processing and an online claim form that uploads automatically into the system. Yes, incidents will be tracked and reviewed prior to categorizing. The number of users have been identified

			claim. Incident triage\review prior to categorizing as claim? How many system users in total do you wish to have access the RMIS system? Is single-sign on access requested	is the Cost Proposal. Yes, single-sign on is preferred.
74.	<p>D. Current Program</p> <p>For majority of the claims, the amount of a claim is an important part of the process. Claims under \$5,000 may be approved or denied by the Risk Manager. Claims \$5,001 to \$50,000 must be heard by the State Claims Board and claims over \$50,001 must be approved by the Legislature. Currently, staff manages the different levels of approval manually with an excel spreadsheet. It is the expectation of Risk Management that this process will be able to be tracked via the RMIS.</p>	Page 24	<p>Post approval; what is the desired payment request process?</p> <p>Ongoing Feed to Accounts Payable system?</p> <p>Manual submission outside of RMIS?</p> <p>Other</p>	<p>The solution does not need to have a mechanism for payments. Risk Management staff will manually enter the data and/or upload payment information via a spreadsheet.</p> <p>No ongoing feed to Account Payable is needed.</p>
75.	<p>D. Current Program</p> <p>The State is self-insured for General Liability, State Insurance and Workers' Compensation. The State has contracts with third-party administrators for insured claims and workers' compensation claims. Although, Risk Management does not administer state-insurance or workers' compensation claims in-house, it is required to receive a run-in reports of these claims, as needed but not more than weekly, from the State's TPAs. The State's TPAs both use Origami as its RMIS of choice.</p>	Page 25	<p>Please confirm name of two TPA's (Originating from Origami).</p> <p>- Weekly inbound feeds</p> <p>NRMA</p> <p>Other Source?</p> <p>Please confirm lines of coverage for each individual source:</p>	<p>Gallagher Basset and NRMA.</p> <p>Feeds from Gallagher Bassett will be monthly. Feeds from NRMA will be weekly.</p> <p>See Section D. Current Program on pages 24-26 of the RFP. Specifically, the lines of business listed in the State Insurance and Workers' Compensation Claims Data charts.</p>
76.	<p>D. Current Program</p> <p>The State purchases excess insurance coverage as follows:</p> <ol style="list-style-type: none"> 1. Automobiles 2. Real Property 3. Contents/Inland 	Page 25	<p>Please provide detail related to your Insurance Policy Tracking needs?</p>	<p>Risk Management is interested in tracking, at a minimum, the following:</p> <ul style="list-style-type: none"> - Policy date, coverage, carrier, carrier ratings, broker, aggregate & occurrence limits, and deductibles.

	<p>Marine</p> <p>4. Foster Care Coverage</p> <p>5. Employee Dishonesty</p>			<ul style="list-style-type: none"> - Policy renewal data reminders. - Claims linked to policies. - Reports and dashboards - Attach documentation such as policies or premium invoices.
77.	D. Current Program Automobiles: The State insured 7,190 vehicles	Page 25	Does the State wish to track individual vehicle records in Riskconnect? Is this information currently stored in RiskConsole?	No, not necessarily. This information is not in RiskConsole.
78.	D. Current Program Real Property: The State insured 2717 facilities	Page 25	Does the State wish to track individual property COPE\Values records in Riskconnect? Is this information currently stored in RiskConsole?	No, not necessarily. This information is not in RiskConsole.
79.	<p>D. Current Program</p> <p>There is also a template known as the "docket sheet." The docket sheet summarizes the claim and all action that has been taken. This document is used to present claims before the State Claims Board so that Board members may have a high-level overview of the claim.</p>	Page 25	Please provide a sample of the "docket sheet" if possible. Please identify any additional analysis/reporting needs.	<p>See Attachment F for a sample of the docket sheet.</p> <p>Bidder should describe the solution's analysis and reporting capabilities.</p>
80.	Inbound\Outbound Data Sources		<p>Please identify/confirm current/desired ongoing inbound and outbound feeds; and frequency of feed:</p> <ol style="list-style-type: none"> 1. WC TPA #1 - Weekly inbound? 2. WC TPA #2 - Weekly inbound? 3. Accounts Payable Outbound? 4. Accounts Payable Inbound? 5. Employee HR 	See responses to Questions 8, 74 and 75.

			Feed (since WC handled via TPA we assume no HR feed necessary) 6. Other	
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM TWO, REVISED SCHEDULE OF EVENTS

Date: November 8, 2018

To: All Bidders

From: Teresa Fleming, Buyer
AS Materiel Purchasing

RE: Addendum for RFP Number 5949 Z1 to be opened **December 4, 2018** at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
2. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	11/08/18
3. Last day to submit written questions Round 2.	11/14/18
4. State responds to written questions Round 2 through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	11/16/18
5. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	11/20/18 12/04/18 2:00 PM Central Time
6. Review for conformance to RFP requirements	11/20/18 12/04/18
7. Evaluation period	11/26/18 through 12/07/18 12/05/18 through 12/18/18
8. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
9. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	12/19/18
10. Contract finalization period	12/20/18 through 02/01/19
11. Contract award	02/01/19
12. Contractor start date	07/01/19

This addendum will become part of the proposal and should be acknowledged with the RFP.

3.	RFP Final I(E) Prices	RFP Final: 2	<p>Is this language stating that the pricing for the initial 5 year contract (3 years + 2 optional years) must remain flat? I.e. if year 1 pricing is \$1000, years 2-5 must also be \$1000?</p> <p>There can be no increase of the fee until after the initial 5 year period of the contract, and that must be limited to 2%?</p>	<p>The prices submitted on the Cost Proposal shall remain firm for the initial period (five years) and do not need to remain flat or the same for each year.</p> <p>Correct.</p>
4.	RFP Final VI. PROPOSAL INSTRUCTIONS	RFP Final: 27	<p>The RFP states: "Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification."</p> <p>Is this in reference to a specific question within Attachment A (Bidder Response) (A.9 and/or 7.7)?</p> <p>The Cost Proposal?</p> <p>A different section of the RFP? Or a separate summary of our project plan to be attached to the proposal?</p>	<p>Refer to Section I. Procurement Procedures, O. Request for Proposal/Proposal Requirements.</p> <p>Bidders must respond to Attachment A (Bidder Response).</p> <p>Bidders must submit a Cost Proposal using the State's Cost Sheet.</p> <p>Bidders may submit any additional information to meet the requirements of the RFP.</p>
5.	RFP Final VI. PROPOSAL INSTRUCTIONS (3)	RFP Final: 27	The RFP states: "The technical approach section of the Technical Proposal should	See the response to Question 4.

			<p>consist of the following subsections:" and lists 5 subsections, a through e. Are these in reference to a specific question or series of questions in Attachment A (Bidder Response)?</p> <p>Or should these be submitted separately in a summary attached to the proposal?</p>	
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.



Appendix A – Case Studies

Prepared For:
State of Nebraska

INDUSTRY:	Logistics, Energy
CLIENT:	Major Shipping/Energy Company
FOCUS:	Automate new business processes, specifically premium invoicing and asset values tracking, for their Insurance subsidiary. Also, they needed to replace their legacy claims system.
PREVIOUS SYSTEM:	Spreadsheets used worldwide, and broker-owned legacy RMIS for US operations.
CHALLENGE:	Initiating Captive Insurance, decentralized management and poor data quality, extremely complicated reinsurance schedule, and an organization that spans 103 countries with over 108,000 employees.

RISKONNECT SOLUTION

Riskonnect provided the Major Shipping/Energy Company (Client) with a total RMIS work platform, configured to meet their specific requirements, which automated processes for their new Captive Insurance subsidiary. Premium invoicing and tracking of asset values (very important for this asset-heavy organization) is now automated. The new system calculates quarterly premium installments through multiple layers of reinsurance, and it allocates vessel values between hull and TLO coverages, across primary and excess layers. For certain fronting programs, Riskonnect RMIS utilizes combined rates based on both gross tonnage and asset value, per the Client's requirements.

Riskonnect's cloud-based RMIS work platform replaced the client's legacy RMIS for claims management, and all data transfers previously managed by the legacy RMIS were successfully integrated. Now, users at the client's 28 Terminals, worldwide, no longer need to use spreadsheets to track their claims and the entire global organization is able to house their data in a central repository for reporting and analysis.

RESULTS

The Riskonnect RMIS solution has automated the Client's business processes for their new Captive subsidiary. Their longtime underwriter, during the production roll-out of the invoicing system, described Riskonnect as completing in a couple of hours a renewal process and premium calculations that would have taken up to three weeks to complete with spreadsheets. **With Riskonnect RMIS, the Client recognized a 50% reduction in claims costs year-over-year at one location alone** (largely due to the greater transparency into local claims



operations), and a common platform to share best practices with a diverse group of worldwide users.

The Client's risk strategy required easy access to quality data, and a decentralized risk management program was not in their best interests. Riskconnect RMIS provided the Client with a total RMIS work platform to automate their business processes, including complex premium invoicing for their Captive Insurance subsidiary and for asset value tracking calculations. Riskconnect provided a platform on which the worldwide operation could self-administer their claims, and a RMIS that would easily integrate with their existing inbound data feeds for US operations. Riskconnect offered the Client a solution that empowers users to collaborate and work together toward their organizational risk goals, and ultimately, a system that has helped to unify the organization's risk strategy.

INDUSTRY:	State Public Education
CLIENT:	Large State School District
FOCUS:	Automation of processes for Self-administration of claims and improved reporting functionality
PREVIOUS SYSTEM:	Legacy risk management system/ spreadsheets
CHALLENGE	The Client has over 500 locations, over 157,000 students, and almost 20,000 employees. Their existing legacy system didn't meet their needs. The Client reported, "Our existing system (prior to Riskconnect) was clunky and difficult to use. It wasn't intuitive, the reporting features were overly complicated - you almost needed to be a programmer to run a report!" The Client self-administers their claims, and their process was heavily manual with limited ability to initiate time saving automation. As a result, adjusters were only meeting their procedural requirement of completing the required Plan of Action (POA) 30% of the time.

RISKCONNECT SOLUTION

The Client chose Riskconnect because of the intuitive interface, the ability to quickly configure automations to their specific business needs, and the flexibility of the system to accommodate their need for sophisticated, easy-to-create ad hoc reporting functionality. Riskconnect provided the Client with a fully configured risk management work platform with a simple drag and drop wizard (no programming skills required!) for creating ad hoc reports that incorporate complex filtering, sorting, and relationships, including charts and graphs. With the Riskconnect work platform, users have complete control to generate and customize their reports, or they can customize any of the 15 dashboards and 31 standard reports. Reports can be scheduled to automatically send via email to intended recipients. Riskconnect also improved their incident intake process with the use of a website portal, configured to the Client's specifications. They required that only certain, pre-approved individuals should have access to the site with the use of agency-specified identity verifications. The intake form consists of lookup lists for easy entry, automatic field population, and validations that ensure all required information for state reporting is included. Automatic workflows ensure administrators have quick access to evaluate and manage claims.

To address the client's need for automation and an improved process for the self-administration of their claims, the Riskconnect risk management work platform offered the Client tremendous flexibility in creating workflows to easily automate previously manual tasks. For example, they are now able to automatically schedule indemnity



payments, which can calculate third party distributions from the indemnity payment, such as for child support or legal fees. Previously, their Nurse Case Managers' notes would have to be copied and pasted into their previous legacy system. With Riskconnect, their case managers can log into the Riskconnect system and enter their own notes.

Riskconnect configured an object for the Client titled 'Plan Of Action'. Now, when a claim is converted to 'Lost Time Claim', automated workflow triggers a task to the Adjuster informing them of the requirement to create a new POA within a certain period of time. If they don't create the required POA within a certain period of time, another reminder is sent to them as follow up. The system automatically sends a report detailing incomplete tasks to the appropriate supervisor so that any outstanding items can be quickly addressed and deadlines/agency requirements can be met.

RESULTS

This Client's system has just been implemented, and they are already experiencing incredible benefit from the improved processes and automations. In particular, they have received tremendous positive feedback from their Adjusters on how easy it is to use the system, and how the automations and the new POA object is empowering them in their daily tasks. Further benefits already being recognized include:

- Successfully integrated all self-administration claims processes between the Client, the Adjusters, and the Nurse Case Managers.
- Improved data accuracy through the use of field validations and with the removal of manual copy/paste processes
- Improved efficiency around state reporting requirements through the use of the incident intake portal; incomplete reporting is no longer an issue
- Reduction of error in payment processes, greatly improved ability to track and manage payments

INDUSTRY:	Government
CLIENT:	State of Utah
FOCUS:	Complete system integration, automation of business processes, improved claims administration.
PREVIOUS SYSTEM:	Internal/Spreadsheets and legacy RMIS (risk management information system).
CHALLENGE	<p>The State of Utah Risk Fund managed by the State of Utah Division of Risk Management (DRM) insures State government agencies, school districts, institutions of higher education, and charter schools. The Fund insures:</p> <ul style="list-style-type: none">● Over \$28 billion worth of property● Over 7,000 buildings● Over 13,000 vehicles● Liability coverage for over 120,000 employees

The DRM also offers claims adjusting, loss control services, insurance procurement, and policy management. They recognized that several work processes were siloed and they needed a better reporting, communication, and workflow tool. The DRM required integration of all business processes, databases and systems in one place. The DRM also struggled with paper/manual data updates during the annual insurance renewal process, a manual billing process, cumbersome and manual reporting processes, and the fact that history

RISKCONNECT SOLUTION

Solution Summary

The State of Utah Division of Risk Management (DRM) chose the Riskconnect risk management work platform to replace the pre-existing legacy vendor's basic claim system. The Riskconnect system includes a central repository to house previously separate data bases and to easily incorporate workflow and automate business processes. Riskconnect offers State of Utah full mobile access, enabling all RMIS functionality in any mobile device - Android or iOS.

Riskconnect RMIS implementation resulted in strong user adoption. The versatility of the platform, combined with the curiosity of State employees and the innovation of Riskconnect has resulted in additional phases that include:

- Policy Renewal Process
- Outgoing Certificates Automations
- Division of Facilities and Construction Management (DFCM) Integration
- Claim Administration
- Loss Control
- Fleet Incident Integration
- Excess Carrier Reimbursement Management
- Custom Business Intelligence Analytical Report

Phases 1-3 completed projects:

- RMIS (risk management information system) Implementation - June 2011
- Attorney General Billing Integration - September 2011
- Financial System Integration - September 2011
- Data Warehouse Reconciliation- September 2011
- Fleet Integration - September 2011
- State and School Contacts / Property / Vehicles / Premium Renewal Database Conversion - July 2012

Claim Administration Enhancements - July 2012 Workers Comp Integration- January 2013

In-depth Solution

Riskconnect's solution offered a reliable platform to handle all insurance and claim related responsibilities, data accuracy and reporting – in a way that was not previously available for the State. Riskconnect automated processes to connect and interface with even more groups within the organization:

- Division of Finance for payments to claimants
- Attorney General for legal expenses
- Division of Facilities and Construction Management (DFCM) for better property information management

All of these new interfaces eliminated formerly disjointed data from disparate sources. The result:

- Significant cost savings
- Improved sharing of data
- Consistency in data
- More accurate reporting
- Better analysis for improving operations
- Better understanding of exposures

The power and performance of the Riskconnect risk management work platform enabled the State of Utah Division of Risk Management to make changes to many parts of their business process:

- Integration of the State's financial system
- Automated reporting to the Attorney General's office
- Integration of contact database, property database, property premium database, automobile database, excess carrier, workers' compensation claims, and DFCM shared database

- Data warehouse reconciliation
- Loss control implementation
- Additional risk operations reporting
- User interface customizations
- Automated outgoing certificates of insurance

These improvements to State of Utah business processes allowed for even more growth, including:

- A holistic view of each insured entity's claims, exposures, and loss control activities
- Improved loss control of review of workers' compensation claims
- Elimination of many manual processes and double entries
- Coordination and communication between claims adjusters and loss control staff
- Consolidation of one database from multiple repositories
- More accurate and current property information in claims investigations and loss control activities
- Better property loss control
- Advanced capabilities within DFCM
- Improved property reporting and accountability
- Easier access to State of Utah's Risk policy and operational documents for Risk staff
- Better data search capabilities

Riskconnect ROI

- Premium Billing Process: \$1 million recognized through the discovery of cumulative premium under billing, due to incorrect calculations in previous database
- Financial system integration: \$22,100 and 82% increased efficiency in processing high dollar payments (from 17.1 days to 1 day).
- Attorney General (AG) integration: \$7,200 and 93% increased efficiency in processing payment of bills (from 29.3 days to 2 days).
- Data Warehouse Reconciliation: \$4,420 from 5 hours a week to no time because of complete automation.
- Contact Database: Significant man hour savings due to elimination of double data entry.
- Web access to RMIS from field saves trips to office (too early for exact metrics).

Tracking the entire insurance renewal process ensures accuracy of data and invoicing, and now the process takes much less time. **The bottom line is that the Riskconnect solution put automation technology in the hands of people who were doing things by paper and the State of Utah realized well over \$1 million of annual savings, to date.**

Through an intense process of business analysis and discovery, Riskconnect helped the Utah State Division of Risk Management customize a tool that could integrate critical touch points within a single enterprise system. Many hours were spent fleshing out core needs and possible solutions to the complex and unique requirements of State Risk Management. This discovery process not only allowed for the intricate customization of a new comprehensive tool, but such a detailed analysis required the constant reexamination of current business processes. Disconnected and decentralized systems and processes have been seamlessly integrated into a single solution allowing for more accurate and relevant sharing and analysis of data. Through this collaborative effort, data can now be shared across the enterprise to key stakeholders, and problems and solutions are



analyzed from a holistic perspective rather than a siloed point of view. This effort has fundamentally changed the State of Utah's approach to risk management.

When the project started, the State of Utah Division of Risk Management was focused on evaluating Riskconnect and other claim vendors for a claims management system. The Riskconnect solution expanded their vision of what was possible and the project grew enormously to the benefit of the State and its citizens. Riskconnect is the impetus behind a paradigm shift of what a RMIS system should do. No longer satisfied with simply processing claims, the organization now understands that shared communication and real time data is a powerful and necessary way to effect change throughout their many insured entities. The Client's self-imposed level of excellence rose because of capabilities offered with the Riskconnect solution. **Changes were made to many parts of the business because of the level of performance of the Riskconnect system: integration of the financial system, an automated data exchange with the Attorney General's office, integration of the insurance exposure and premiums databases, management of excess carrier payments, tracking of workers' compensation claims, DFCM shared database integration, data warehouse reconciliation, loss control implementation, additional risk operations reporting, user interface customizations, data validations and workflows, improved metrics, and automated certificates of insurance.**

These improvements allow for better loss control, elimination of many manual processes and duplicative data entry, ensure coordination and communication between claims and loss control staff, provide for the consolidation of one database from multiple repositories, offer more accurate and current property information in claims investigations, better property loss control, improved property reporting and accountability, easier access to Risk policy and operational documents for Risk staff, better data-searching capabilities, and consistent organization and improved business processes.

INDUSTRY:	Food producer and food service operations
CLIENT:	ConAgra Foods
FOCUS:	With Riskconnect GRC, the risk managers at ConAgra Foods have more time to manage and respond to risks, with increased efficiency.
PREVIOUS SYSTEM:	A legacy RMIS, combined with spreadsheets and documents that was used primarily for running triangle reports.
CHALLENGE	With more than 33,000 employees, 100 manufacturing plants and many suppliers in their supply chain, ConAgra Foods risk managers struggled to keep track of the probable risks that could affect their properties' processes, and ultimately the bottom line, and they didn't have a clear picture of the risk relationships between the plants and their suppliers. They also did not have business continuity processes in place should a disaster strike one of their plants causing a work stoppage.

RISKCONNECT SOLUTION

- Riskconnect GRC
- Riskconnect Alerts
- eSignature

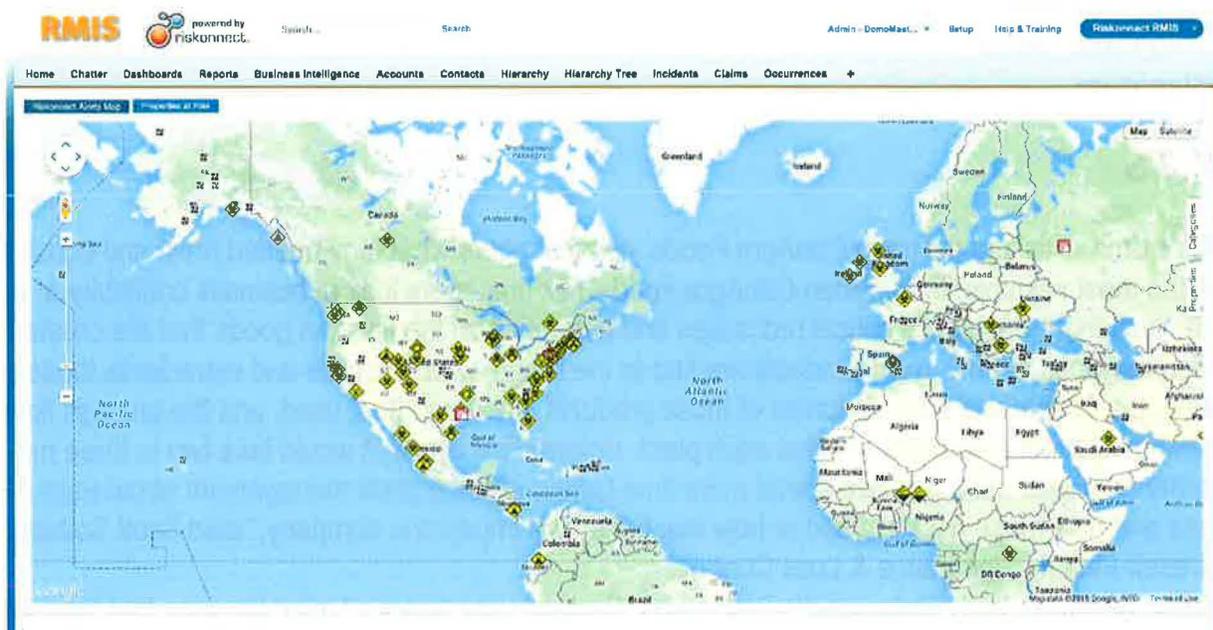
RESULTS

- **More time** - Riskconnect gave ConAgra Foods' risk managers what they needed most and considered to be the most valuable: time. When ConAgra Foods' risk managers look at business continuity at a plant, they document the plant's critical processes and determine all the finished goods that are created there. Then they look at how these products are tied to the brand, what supplies and ingredients those products need, the margin and sales volumes of those products, the equipment used, and the process flow. "Now it takes us about a day and a half at each plant. Before Riskconnect, it would take two to three months to gather and input data. Now we spend more time talking with the plant management about each of the risks and how those risks are tied or how much they will impact the company," said Scott Solberg, Director Finance, Insurance & Loss Control.
- **Peace of mind** - With Riskconnect's Risk Alerts, ConAgra has peace of mind knowing that they will be

alerted should an event happen near one of their facilities. These alerts trigger a set of processes that initiate workflows the risk managers have established as part of their business continuity plan. "Now we can communicate with plant managers, if there is an incident, to determine what they need in order to manage and recover," Solberg said.

- **Greater efficiency** - ConAgra Foods risk managers no longer use Powerpoints to keep track of their Form 10-K risks, and gone are the days of struggling with version control on spreadsheets when trying to collect data on their manufacturing plants. They now use Riskconnect GRC to keep track of their top 20 risks. Now that the risk managers are more efficient, they also have more time to work with their risk oversight committee to look at all of their risks and the probability, impact and severity of those risks. "In the past, it would take us quite a bit of time to put together a presentation for our Audit and Finance Committee," Solberg said.
- **Better planning for the worse** - With Riskconnect GRC, Solberg said they have the tools to help them develop business continuity processes to plan for the countless risks that may arise. In the past, they were unable to plan or see how some risks caused other risks. But Riskconnect GRC provides quick, easy, and reliable access to the required information, and generates compelling reports, dashboards, and graphics to efficiently convey often complex relationships between an organization's risks. Risk managers need to understand their organization's risk relationships in order to evaluate the impact of an event on key risks and to ensure the organization responds properly to an event. Risk Managers should ensure they have a system in place that allows them to easily identify risk relationships and to clearly communicate those relationships to upper management.
- **Improved communication** - Riskconnect's eSignature function allows the risk management team to send business continuity documents to the plant managers and superiors for them to electronically review, sign and submit. Once the document is submitted, it is automatically entered into the Riskconnect system. Since these users are outside of Riskconnect, there are no user fees, but the users are still able to review and sign the document and keep a copy of it. They can even make comments or changes if the data isn't correct.

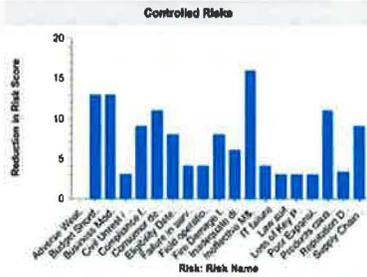
Pictured below are Risk Alerts and a dashboard of risks and risk scores.



Risks

Find a dashboard... Edit Clone Refresh As of Today at 6:22 AM

Reduction of Risk Score



Higher values indicate greater reduction in Current Risk Score because of Controls

Annualized Cost of Controls

Control: Controls Name	Annualized Cost
Active Recruiting	\$30.0M
Advertising Budget	\$4.0M
Product Safety Review	\$480K
Sprinkler	\$350K
Change production process to eliminate ignition source	\$175K
Background Check on Existing Employees	\$75K
Incentive Package Monitoring	\$55K
Pricing variability	\$50K
Workplace Anti-discrimination Training	\$50K
Background check on New Employees	\$50K
Annualized Cost Allows comparison with Annualized Cost of Risk	

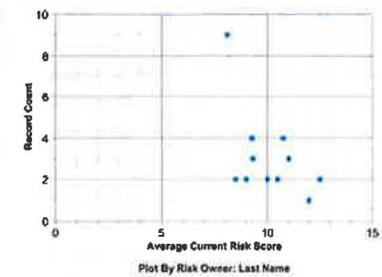
Risks with Multiple Controls



Risks grouped by Speed to Onset



of Risks by Average Current Risk Score by Risk Owner

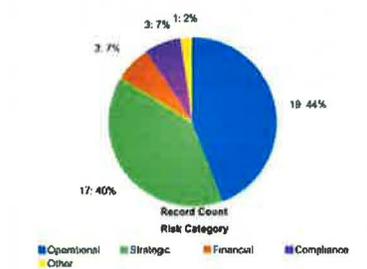


Risks where Speed of Onset is expected to be Fast

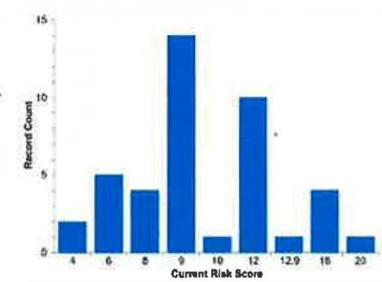
Risk Clockspeed	Record Count
Very Fast	11
Fast	8

Ignores Risks where Expected impact is less than \$1,000,000

Risks by Category



Risk Register by Current Risk Score

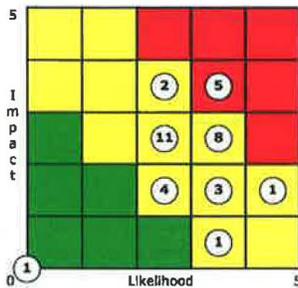


Risk Register by Expected Residual Impact



Pictured below are a risk heat map and risk register, and a graphic showing risk relationships.

Risk Heat Map



Filters

Print Refresh

Heat Map Values: Current

Risk Status: --None--

Risk Category: --None--

Exec. Owner: [Search]

Risk Owner: [Search]

Risk Owner Dept: [Search]

Risk Direction: --None--

Risk Velocity: --None--

Risk Register

Name	Description	Imp.	Lik.	Category	Status	Direction	Velocity	IRS	CRS	TRS	Risk Owner
<u>Compliance failure</u>	Failure to comply with governmental regulations	4.0	4.0	Compliance	Current Risk	Rising Steeply	Very Fast	25.0	16.0	0.0	Russell McGuire
<u>Increasing Medical Costs</u>	Medical cost containment etc.	4.0	4.0	Financial	Current Risk	Static	Neutral	0.0	16.0	0.0	
<u>Ineffective M&A</u>	Ineffective or inappropriate mergers or acquisitions where the expected benefits do not occur	4.0	4.0	Strategic	Current Risk	Rising	Very Fast	25.0	16.0	6.0	Eneida Betal
<u>Supply Chain Interruption</u>	An interruption in the supply chain could cause business interruption and lost revenues	4.0	4.0	Strategic	Current Risk	Rising	Very Fast	25.0	16.0	4.0	Sylvia Blackmore
<u>Adverse Weather</u>	Windsorm/Tornado, Flooding, Snow, Rain, Heat	4.0	4.0	Operational	Current Risk	Rising	Very Fast	16.0	16.0	0.0	Kathleen Worthington
<u>Reputation Damage</u>	Reputation of organization negatively impacted	3.4	3.8	Strategic	Current Risk	Rising	Very Fast	16.2	12.0	8.4	Eneida Betal
<u>Civil Unrest / Conflict</u>	Unrest in civilian population and among groups, but not declared war	4.0	3.0	Operational	Current Risk	Rising	Fast	15.0	12.0	0.0	George Brown
<u>Budget Shortfall</u>	Failure of existing or new restaurants to achieve expected results	4.0	3.0	Financial	Current Risk	Rising	Fast	25.0	12.0	6.0	Sylvia Blackmore
<u>Investing in IT</u>	IT Infrastructure Investments provide an excellent ROI and increase robustness of operations.	3.0	4.0	Operational	Current Risk	Rising	Very Slow	16.0	12.0	12.0	Jose Cooke
<u>Business Model Assumptions</u>	Business model assumptions are inconsistent, inaccurate, or not within acceptable ranges	3.0	4.0	Compliance	Current Risk	Rising Steeply	Fast	25.0	12.0	9.0	Kathleen Worthington
<u>Minimum wage obligations not met</u>	Minimum wage obligations may not be accurately	3.0	4.0	Operational	Current Risk	Rising	Fast	15.0	12.0	0.0	Eneida Betal
<u>Eligibility Determination Delay</u>	Failure to determine eligibility within a reasonable period creates additional workload	3.0	4.0	Operational	Current Risk	Rising	Fast	20.0	12.0	6.0	Steve Culbert
<u>Fire Damage to Prod. Facilities</u>	Fire in Production interrupts or prevents production	3.0	4.0	Operational	Current Risk	Rising	Very Fast	20.0	12.0	4.0	George Brown
<u>Failure in service provision</u>	Outsourced providers of service to our organization fail to meet obligations	3.0	4.0	Operational	Current Risk	Rising	Fast	16.0	12.0	6.0	Helen Hillary
<u>Loss of Key Personnel</u>	Key personnel leaving the company	3.0	4.0	Strategic	Current Risk	Declining	Very Fast	15.0	12.0	2.0	Mary Spragg

▼ Relationships

Expand All

Collapse All

