For public information purposes only; not part of contract.

Request for Proposal Number 5208Z1
Proposal Opening: April 21, 2016

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Empyra.com, Inc.

1. Financials
2. Prior Contract Performance
3. Screen Shots
4. Financial Statements

EMPYRAWORKS
JOB DONE. BETTER.

Empyra.com, Inc.
9901 Valley Ranch Parkway E.,
Suite 1060,
Irving TX 75063

www.empyra.com
Office 330.744.5570

April 21, 2016

Prepared by:
Shanthi Subramanyam

RFP No. 5195Z1

NEBRASKA VOCATIONAL REHABILITATION CMS

PREPARED FOR

State of Nebraska, Nebraska Commission for the Blind and Visually Impaired

Helping you help your customers achieve their greatest potential.

TABLE OF CONTENTS

Letter of Intent

Jennifer Crouse/Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Empyra.com, Inc.
20 Federal Plaza, Suite 2C
Youngstown, Ohio 44503
330.744.5570

Dear Miss Crouse & Miss Storant,

We were inspired by your vision for the …….We recognize the power and potential of improved management for all stakeholders, to drive improved outcomes and efficiency. We are also excited how closely EmpyraWorks platform and our experience vocational rehabilitation client management solutions meets your requirements. Our platform enables improved program and relationship management performance, coordination, communication, tracking, fiscal management, and enhanced processes for students, staff, and alumni. You'll find that the proposed EmpyraWorks solution will improve NCBVI performance.

EmpyraWorks will serve as the core platform for the State of Nebraska. It has been used to coordinate all aspects of vocational rehabilitation CMS, and has over one million users. It delivers a proven management solution that is uniquely positioned to meet the integration needs for NCBVI. It also provides the ability to manage the complete pipeline from prospective clients, current customers, through ……

We are excited about the opportunity to help improve the quality of the experience for prospective and current…... We look forward to demonstrating how the EmpyraWorks solution can contribute to your success.

Sincerely,

Shanthi Subramanyam

Shanthi Subramanyam
CEO
ssubramanyam@empyra.com

State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5208Z1	**February 12, 2016**
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 21, 2016 2:00 p.m. Central Time	**Jennifer Crouse/Nancy Storant**

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5208Z1 for the purpose of selecting a qualified contractor to provide a Vocational Rehabilitation Client Management System for Nebraska Commission for the Blind and Visually Impaired (NCBVI).

Written questions are due no later than February 26, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original electronic file of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of 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.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. 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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

To facilitate such public postings, 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 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 response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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.

FIRM: Empyra.com, Inc.

COMPLETE ADDRESS: 6650 Seville Drive Suite A Canfield, OH 44406

TELEPHONE NUMBER: 330-744-5570 FAX NUMBER: 866-353-6421

SIGNATURE: Shanthi Subramanyam DATE: 4/1/2016

TYPED NAME & TITLE OF SIGNER: Shanthi Subramanyam, CEO

RFP Forms

Form A Bidder Contact Sheet

Request for Proposal Number 5195Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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:	Empyra.com, Inc.
Bidder Address:	9901 East Valley Ranch Parkway, Suite 1060 Irving, TX 75063
Contact Person & Title:	Shanthi Subramanyam, CEO
E-mail Address:	SSubramanyam@empyra.com
Telephone Number (Office):	330-744-5570 ext 101
Telephone Number (Cellular):	330-518-5400
Fax Number:	866-353-6421

Each bidder shall 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:	Empyra.com, Inc.
Bidder Address:	6550 Seville Drive Suite A Canfield, OH 44406
Contact Person & Title:	Casey McKee, Sales Executive
E-mail Address:	cmckee@empyra.com
Telephone Number (Office):	330-744-5570 ext 118
Telephone Number (Cellular):	330-219-0329
Fax Number:	866-353-6421

Terms and Conditions

III. TERMS AND CONDITIONS

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

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. 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. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, 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.

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/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

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

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

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

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 Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State 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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

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
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$3,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. **EVIDENCE OF COVERAGE**
The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
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 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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
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XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$3,000,000
SUBROGATION WAIVER	
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Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor'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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

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

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

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

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

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.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal 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 Request for Proposal, mandatory 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.

T. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

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. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

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

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.

X. SITE RULES AND REGULATIONS

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

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 between the State and the Contractor.

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Y. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

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

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;
i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

CC. **ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. **ADMINISTRATION – CONTRACT TERMINATION**

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

3. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

4. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

EE. **PENALTY**

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Contractor will be notified in writing when penalty will commence.

FF. **FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

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

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. 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, and the Contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to: Accounts Payable, Nebraska Commission for the Blind and Visually Impaired, 214 N 7th St Ste 11, Norfolk, NE 68701-4036. 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.

JJ. **RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. **TAXES**

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

The State is not required to pay taxes of any kind 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.

LL. **INSPECTION AND APPROVAL**

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

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.

MM. **CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. **SEVERABILITY**

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

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 particular provision held to be invalid.

OO. **CONFIDENTIALITY**

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The

Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary**. The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary**. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the cost proposal shall remain firm for the initial contract period. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 180 days prior to the end of contract period, to be applied to the subsequent renewal period, and must show cause and be accompanied by supporting documentation. Further documentation may be required by the State to justify the 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.

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. 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.

UU. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

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

1. **GENERAL**
The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, 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 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.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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.

XX. ANTITRUST

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

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.

YY. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided 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.

ZZ. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

BBB. DRUG POLICY

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

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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 Request for Proposal 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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

Corporate Overview

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

Corporate Name: Empyra.com, Inc.

Address: HQ: 6550 Seville Drive, Suite A Canfield, OH 44406

Entity Organization: S- Corporation **State of Incorporation:** Ohio **Year first Organized:** 1994

Empyra.com, Inc. was originally incorporated as Vision Solutions, Inc. In 2000, the name was updated to Empyra.com, Inc. – the form of the organization has remained unchanged since its incorporation.

b. FINANCIAL STATEMENTS

This information is confidential and will be submitted separately titled Confidential Empyra Financial Statements.

c. CHANGE OF OWNERSHIP

There is no change in ownership or control of Empyra.com, Inc. anticipated during the twelve months following the proposal due date.

d. OFFICE LOCATION

Empyra.com, Inc.'s Texas office location located at:

9901 Valley Ranch Parkway E., Suite 1060, Irving TX 75063 would be responsible for performance and development pursuant an award of the contract, and Empyra.com, Inc.'s Ohio office location would be responsible for providing support pursuant an award of a contract with the State of Nebraska.

e. RELATIONSHIPS WITH THE STATE

Empyra.com, Inc. declares that it has not had any contracts with the State of Nebraska over the previous three years.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

Empyra.com, Inc. declares that it has not included in our proposal any person that is/was an employees of the State of Nebraska at any time.

g. CONTRACT PERFORMANCE

Please see Attachment: Confidential Prior Contract Performance

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

ABOUT EMPYRA

Empyra is a company with a history of transforming case management outcomes using product solutions and consulting services. We have worked on many large implementations that have involved planning, design and development of integrations, data mapping, cleansing and migrations, training and support similar in scope to the requirements for the Nebraska Vocational Rehabilitation Case Management System. Empyra is passionate about transforming case management systems to achieve not just incremental gains but transformational gains by building the right connections at the right time, combined with a network of providers that operate in collaboration rather than in silos while remaining 508 compliant. The EmpyraWorks platform enables us to do this for our customers. When we work with customers, we believe in working as a partnership to achieve the desired outcomes of our clients – the success of our clients is our success.

Empyra has implemented its solution in many local government areas spanning many counties across many states, including Ohio, Virginia, and Indiana with the best, most comprehensive case management solution that serves the needs of case management at all levels – local, regional and state. Our solution is unique in that it can involve all the stakeholders in the network – workforce development, service providers, vendors, training providers, universities and community colleges and employers. This has the potential to create a very powerful network that people use because of the value it creates.

Our business is the design, development, management, and innovation of case management systems and tracking and reporting case management solutions. Since 2003, Empyra has been working with government agencies at the local level, and we understand the challenges facing staff who need to serve more customers, change to model that supports virtual service delivery and deliver high performance / outcomes/ results for its stakeholders – customers, staff, service providers, vendors, employers and board members. Our clients have included state and local workforce investment boards, and the platform has been used by over1.2 million users across 28 of the states of the US. When we designed the EmpyraWorks platform, our vision was to take the ease-of-use that leading-edge companies were achieving with technology and apply them to the public sector. Our experience and methodologies were to apply Agile development, and a humanistic user interface design approach to building a platform that would truly help customers, and staff improve their performance, efficiency, and innovation. We built an enterprise platform to enable and empower both state-wide and local performance.

We have a vision of how case management should work in a rapidly changing 21st century marketplace. We started with a human-centric approach and designed the EmpyraWorks platform as a means to change the mental model from "case management" to "success management." Our goal was to speed time to provide services for clients, time to complete a common intake, determine eligibility and real-time reporting and complete management for staff. We built EmpyraWorks to be easy to implement and flexible to improve based on customer's changing business processes. EmpyraWorks employs industry-leading technologies, security, and flexibility to help workforce staff improve business results and outcomes. We are a Microsoft Gold Partner and Salesforce partner. Our capabilities, experience and offerings position us well to not just meet, but exceed your expectations.

Our goal was to create a platform that better enables workforce efficiency, innovation, and that positions technology as an enabler to the delivery of better value and better management. We sought to challenge the traditional development ethos that demanded lengthy development timeframes and continuous additional investments by customers for changes resulting from business process changes. To address this, we reimagined and engineered EmpyraWorks to be fast to implement, and fast to improve based on customer's changing business processes.

EmpyraWork's platform employs leading technologies, security, and flexibility to help workforce staff improve business results. Our platform serves as a catalyst to transform traditional workforce case management into a more meaningful, valuable, and successful career success management.

Empyra has deep knowledge of workforce development, programs, program eligibility and reporting. Empyra's staff understand the priorities of state level workforce development organizations as well as the daily challenges of workforce development offices. Empyra brings knowledge of latest workforce initiatives and laws to our clients as our team keeps abreast by doing research and staying up to date through conferences.

IMPLEMENTATION

Empyra has many years of experience delivering on small to large implementations in public and private sector. Some key elements for success in the implementation that we bring include:
Project Management and tools: Empyra uses Atlassian JIRA for its project management to improve collaboration and is an Atlassian Expert Partner that gets called upon to help customers with not only the implementation of the tool but also help them define/improve their project management processes and workflows as a part of our consulting engagement with them.
Experience with data conversion from OSOS to EmpyraWorks: Our staff has had experience with and has completed the data mapping and migration of data from OSOS to the EmpyraWorks platform.
Experience with interfaces: Empyra has built interfaces to many systems, including Student systems, state systems, and other products (PeopleSoft, Banner, Siebel, etc.). Our team has experience in building interfaces using APIs, files/data transfer, Database writes, and has worked with our clients to accommodate their needs.

SOLUTION DELIVERY/HOSTING/SUPPORT

We deliver EmpyraWorks as a Software-as-a-Service (SaaS) solution. Our hosted solutions have had 100% up time (outside of planned maintenance windows) in the past year. Our support staff has received several accolades from our customers for going above and beyond to ensure that customer needs are met. Our Project Managers are known internally as Customer Delivery Managers because we believe their roles includes being a customer advocate.

Our Program and Project Managers work with our customers to listen to feedback, discover new requests, share upcoming releases and features and ensure that our product continues to be customer-focused. After the full go-live, we will listen and continue to make the solution your best experience - this is our commitment.

Our support teams work to understand customer issues, work through resolving them, and ensuring that customer support metrics / SLAs are met/exceeded. Our staff is friendly and easy to work with.

After thoroughly reading your RFP, we were inspired by the vision and opportunity to significantly modernize your system and improve performance for the State of Nebraska by designing a solution that would meet your requirements and position you for future success. In our response the team envisioned a flexible architecture that enables the State to easily integrate new products and services to assist your customers with disabilities obtain better outcomes. These include products in career planning, exploration, interest, assessment, education, and skill-building from public and private sources. In our response, all aspects of our response is designed to transcend traditional Agency stereotypes in the minds of customers and employers, and replace them with ones that are truly helpful, insightful, action-oriented, and that produce better results. You see that we have focused on creating an exemplary experience for job seekers and include a learning-loop to drive customer satisfaction and innovation.

1. REFERENCE #1

Customer Name: Mahoning County, OhioMeansJobs

Name & Title: Bert Cene, Director Workforce Development Investment Board
Telephone #: (330) 747-5639
E-mail: BCene@mcta.org
Address: 9 West Front Street
Youngstown, OH 44503

Customer Name: Columbiana County, OhioMeansJobs

Name & Title: Jack Hile, Workforce Center Manager
Telephone #: (330)420-9675 Ext 8104
Fax: (330)424-7313
E-mail: Jack@onestopohio.org
Address: 7989 Dickey Drive, Suite 4
Lisbon, Ohio 44432

Project Description: Mahoning and Columbiana County, OMJ has been using EmpyraWorks platform for Workforce since 2003, and has watched the product and company grow. Empyra was the prime contractor for Mahoning and Columbiana County OMJ. They license EmpyraWorks for Workforce for Mahoning and Columbiana counties in Ohio, for local area tracking of the common intake process, and core and intensive services, events, communications, eligibility determination and local grant programs for Workforce and Case Management with integrations to the state system to upload data on a daily basis. This implementation process took 3 months for the first go live and we continuously work with OMJ to add on additional features per their request. Empyra provides an integrated workforce/case management platform that enables Mahoning and Columbiana County OhioMeansJobs locations to better manage services provided to customers. The intake process is handled through a touchscreen kiosk where customers come to the OMJ centers and scan in using the digital persona software to receive services from OMJ staff. Authorized users are set up with different security permissions within the system to allow access to certain areas. EmpyraWorks has enabled this tri-county area to save over $1.2M per year, increase average number of services per customer by four times, and reduce average timeline to training to a quarter of what it was prior to enables improved service delivery outcomes and creates an attractive, easy to use user interface that makes tedious data entry easy and completed in a timely manner to meet ever-changing government requirements. You can view the platform online at www.onestopohio.org. This project is still in progress and we release enhances on a quarterly basis.

Original Project/Contract Start Date: 2003

Original Project/Contract End Date: Still Active.

Original Project/Contract Value: $950,000

Final Project/Contract Date: Still Active.

2. REFERENCE #2:

***Customer Name:* EmployIndy**

Name, Title: Scott Johnson, Director, Quality and Initiatives
115 W. Washington Street, Suite 450 South
Indianapolis, IN 46204
Phone: (317) 684-2440

Email address: SJohnson@EmployIndy.org

Name: Gus Linde, Owner/Founder of Gus Linde Consulting, former Vice President of Operations and Finance for EmployIndy
2802 E. Thomas Ct.
Greenfield, IN 46140
Phone: (765)993-6885

Email address: *gus@guslindeconsulting.com*

Project Description: WorkOne Indy is using EmpyraWorks for Workforce. WorkOne Indy offers job seekers the ability to engage with their WorkOne office virtually, with the ability to do everything online. Job seekers can fill out their initial intake form based on information required by the client, they are able to participate in self-services, including a self-sufficiency calculator to help estimate their economic needs. Staff can see the intake information that is collected from the job seekers, and take next steps to provide the right services to job seekers to help them reach their career potential. These services can be automatically recommended to job seekers through business rules defined by the customer based on the information that the job seeker has entered. EmpyraWorks provides tracking of job seekers, services, events, communications and more. Staff can then assign a detailed common intake assessment determines eligibility across all programs] for the job seeker to complete. The job seeker is then provided a list of documents they need to upload and can sign the application form for training/funding eligibility similar to the State of Nebraska's requirements. Job seekers can complete the online resume builder or upload their resume and submit it for staff review and approval. WorkOne Indy uses EmpyraWorks's request queue where all requests from employers and job seekers come in and be assigned to appropriate staff, this includes contact requests, resume approval request signature awaited, etc. Staff uses EmpyraWorks's communication module to communicate with job seekers using templates within the system. WorkOne Indy has immediate plans in place to integrate EmpyraWorks to Indiana's current state system using API calls. To view WorkOne Indy live, visit www.workoneindy.com

Original Project/Contract Start Date: 2010

Original Project/Contract End Date: 2015

Original Project/Contract Value: $800,000

Final Project/Contract Date: Still Active.

3. REFERENCE #3:

Customer Name: Trumbull County, OhioMeansJobs

Name: Frank Flaminio, OMJ Supervisor
280 North Park Avenue, Suite 1
Warren, OH 44481

Phone: 330-675-2001

Facsimile: 330.675.2069

Email address: FRFrank.Flaminio@jfs.ohio.gov

Project Description: MCTA has been using EmpyraWorks since 2003, and has watched the product and company grow. MCTA licenses EmpyraWorks for Trumbull county in Ohio, for local area tracking of the common intake process, and core and intensive services, events, communications, eligibility determination and local grant programs for Workforce and Case Management with integrations to the state system to upload data on a daily basis. EmpyraWorks provides an integrated workforce/case management platform that enables the Trumbull County OhioMeansJobs locations to better manage services provided to job seekers. Authorized users are set up with different security permissions within the system to allow access to certain areas for user roles. EmpyraWorks has enabled this tri-county area to save over $1.2M per year, increase average number of services per jobseeker by four times, and reduce average timeline to training to a quarter of what it was prior to EmpyraWorks. EmpyraWorks enables improved service delivery outcomes and creates an attractive, easy to use user interface that makes tedious data entry easy and completed in a timely manner to meet ever-changing government requirements. You can view the platform online at www.onestopohio.org.

Original Project/Contract Start Date: *2003*

Original Project/Contract End Date: *Still Active*

Original Project/Contract Value: *$950,000*

Final Project/Contract Date: *Still Active.*

II. CONTRACTOR AND SUBCONTRACTOR(S) EXPERIENCE MUST BE LISTED SEPARATELY. NARRATIVE DESCRIPTIONS SUBMITTED FOR SUBCONTRACTORS MUST BE SPECIFICALLY IDENTIFIED AS SUBCONTRACTOR PROJECTS.

Empyra.com, Inc. will not be using a subcontractor for the proposed EmpyraWorks solution to the State of Nebraska. Contractor narrative descriptions are included in section preceding this requirement.

III. IF THE WORK WAS PERFORMED AS A SUBCONTRACTOR, THE NARRATIVE DESCRIPTION SHALL IDENTIFY THE SAME INFORMATION AS REQUESTED FOR THE CONTRACTORS ABOVE. IN ADDITION, SUBCONTRACTORS SHALL IDENTIFY WHAT SHARE OF CONTRACT COSTS, PROJECT RESPONSIBILITIES, AND TIME PERIOD WERE PERFORMED AS A SUBCONTRACTOR.

Empyra.com, Inc. will not be using a subcontractor for the proposed EmpyraWorks solution to the State of Nebraska.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Empyra believes that the best approach to an implementation project of this size and scope is to reduce risk and deliver value early. To accomplish this, we have selected an ideal implementation plan with a high level phase to kick off the project. Working with the State of Nebraska, Empyra will implement a collaborative shared project management environment, project workspace, and processes to ensure smooth execution, communication, management and delivery. Empyra will follow this with an intricate testing phase, maintained during our support and optimization stage. Empyra reduces risk by ensuring that every phase has multiple reviews and continuous communication. By using this approach, Empyra can ensure that the data migration and development of interfaces and appropriate Federal reporting will have the necessary additional time. During the initial phase of the project, Empyra will discuss priorities and detailed requirements with the state team and ensure that our phases provide meaningful value. All phases include customer review of the solution at regular intervals to ensure a smooth approach. Work on all the phases will begin and run in parallel after the high level requirements are discussed.

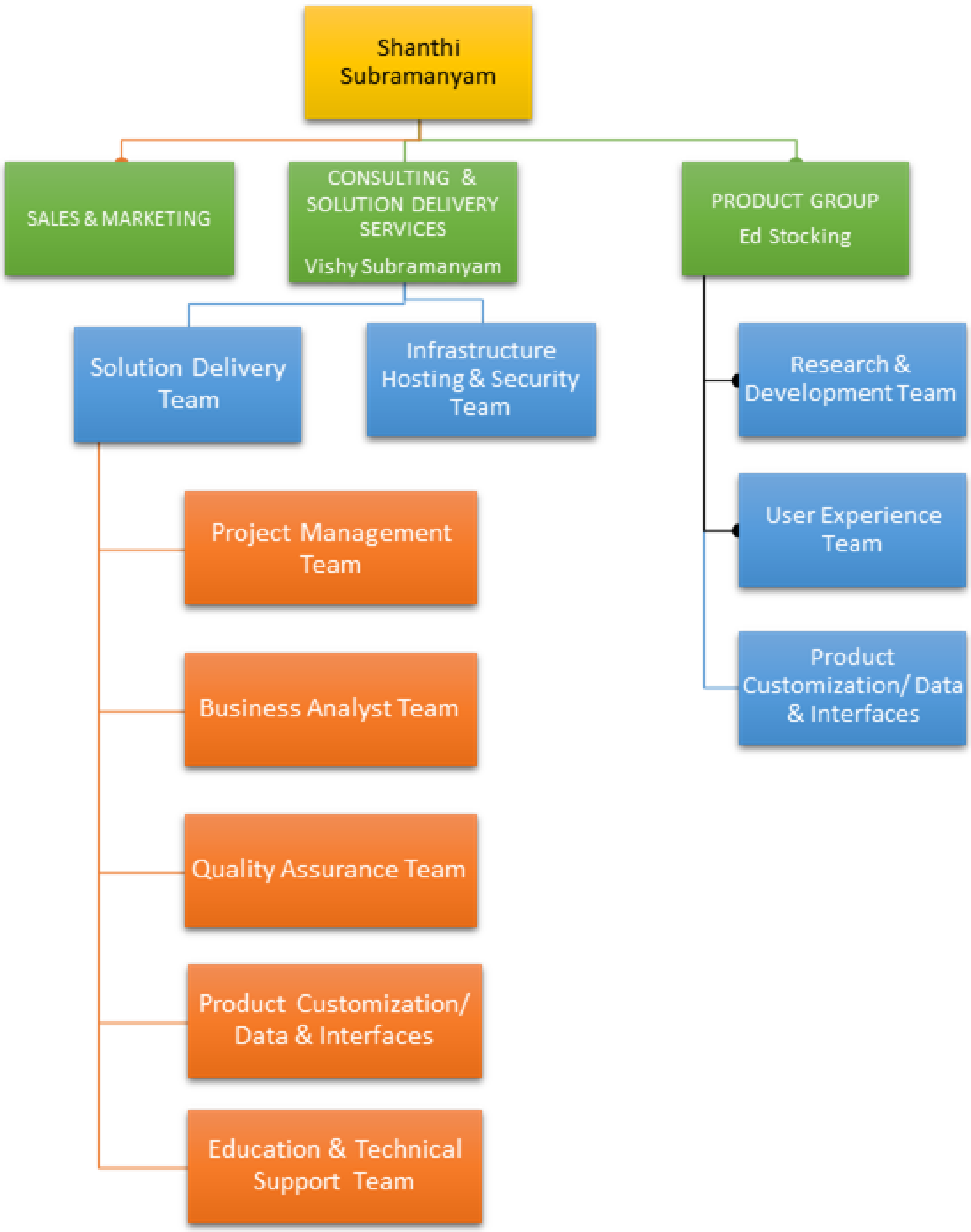
Empyra's Project Team

The chart below outlines key personnel and their related duties for the Nebraska project team. It includes job titles and the percentage of time estimated for each individual to spend on his/her assigned tasks.

Empyra Staff	Role	Time Estimate Percentage
Shanthi Subramanyam	Executive Sponsor	25%
Ed Stocking	Chief Architect	30%
Bala Mullur	Program Manager	80%
Pritish Sinha	Project Manager	50%
Gerry Greene	Data Conversion Lead	50%
Matt Beda	Configuration and Implementation/ User Experience	35%

Empyra Staff	Role	Time Estimate Percentage
Mark Beil	Testing Manager	50%
Casey McKee	Training Specialist	50%
Viswanath Subramanyam	Implementation and Integration Architect	35%
Shankar Narayan	Lead Developer	40 %
Rick Rovnak	Customer Support	25%

Please refer to Attachment: Team Resumes for additional details on Key Personnel and additional staff resumes proposed for this contract.



This figure is a high level overview of the Empyra Organizational structure.

There are five main phases of the EmpyraWorks Project approach for implementing the State of Nebraska – Vocational Rehabilitation Case Management System.

Define and Design

The project has a target go-live date approximately 11 months from project kick-off in order to meet the October 1st Go Live date. This phase will get all regions using EmpyraWorks for tracking of customer services, and provide a customer portal for customers to have 24/7 access for front end tracking. In order for this not to cause duplicate data entry from staff, while ensuring full tracking of services in your current system, this will require two-way integration with the current system.

Other integrations: The system may require additional integrations to ensure that staff can use EmpyraWorks as a complete platform to serve customers. These include documents, case notes, and assessments.

The initial rollout will ensure that all the regions using the system, will be provided the ability to serve customers using a virtual EmpyraWorks solution. This will reduce risk and get regional users engaged in being a part of the implementation. It will also save significant staff time who can then focus their time on providing valuable services to customers.

Data Migration/Conversion

The data conversion process is one that requires an iterative approach due to relationships between the data that is being loaded. Each iteration will load one to two levels of data, with the next iteration loading data that had a dependency on data loaded in the previous iteration. For example, the first iteration may load employers (this is considered master data). This would need to be loaded prior to job orders as the job orders must be attached to employers.

Data Mapping: This step is for the joint Empyra and State of Nebraska project team to understand the structure and details of the source data. The data mapping will require either a fully documented data dictionary for the source data (followed by meetings where questions can be answered /clarifications can be provided) or a series of meetings where the source data expert provides details on the data structure, relationships and special meanings attached to data or data relationships that are not obvious from the data model.

Data conversion is a critical success factor for this project. Data conversion involves several steps and at a high level the steps / process that will be followed is described below:

- Analysis of the existing data – Data profiling

- Data cleansing based on the results of the data profiling process – assumption is that the state would be responsible for data cleansing. Empyra can take on data cleansing work but the proposal is based on the assumption that the data cleansing effort would be completed by the State. Without full knowledge of the state of the data it will be hard to predict the work involved and it can be an output of the data profiling process with an estimate for data cleansing.
- Source to Target mapping (STM)
- ETL rules (Business rules will be defined as a part of Step 2)
- Validation of the STM and business rules by the State
- Build data migration scripts
- Unit test with a small sample of data
- Load EmpyraWorks tables
- Unit test application with data
- Check logs for any failures due to business rules or other data related issues
- System validation of data
- Data – UAT1
- Fix any issues that are identified as a part of Data – UAT1
- Reload data – track the time taken from start to finish – this would provide the baseline timing for the cutover
- Data – UAT 2
- Cut over planning
- Production cutover

Empyra has developed a proprietary automated data migration tool that takes an input of a CSV formatted data file, makes data transformations based on its built-in rules engine, loads the target EmpyraWorks application, then extracts the data from the EmpyraWorks application using APIs and compares it to the source file. It then produces a field-level report. Empyra anticipates employing this data conversion tool in this project to maximize data conversion accuracy and efficiency.

Empyra has existing interfaces for bringing in service provider information related information into EmpyraWorks. The interfaces are batch interfaces and the input for these interfaces are typically a CSV file or excel files. The batch interface reads the files and loads into the Empyra Interface tables within EmpyraWorks. The interface tables merely host the information within EmpyraWorks for the batch job to transform and load the data into EmpyraWorks.

Data conversion of all past data is a critical and complex task which requires careful planning and attention. Many factors affect the timeliness of the ability to load the data into the target system, including:

- Access to knowledge of the data model on the source system from which data is to be loaded to assist with data mapping and to answer questions as we get into the actual data conversion & migration.
- Availability of staff who can review and sign off on each iteration of data load.
- Availability of fresh data to load when issues are discovered and data issues need to be fixed at source, and also to ensure that Empyra continues to have current data before the go live so we can minimize chances of data issues. With each fresh load, we will generate counts of key entities for comparison to the loaded data for verification purposes. Where numeric data is involved, we will also apply sum totals as a cross check.

This first step is for the joint Empyra/Nebraska team to understand the structure and details of the source data. The data mapping will require either a fully documented data dictionary for the source data (followed by meetings where questions can be answered/clarifications can be provided) or a series of meetings where the source data expert provides details on the data structure, relationships and special meanings attached to data or data relationships that are not obvious from the data model. The purpose of this is to ensure that all the data in the source system has been considered for migration. Any data with no mapping to the target will be discussed with the customer for a decision on how to handle it.

During this stage, we will also map the data source of each data load call and identify any required fields that do not have data. This also provides an opportunity to ensure that all target fields with no source are carefully analyzed to see if there mapping was absent due to terminology differences or some other reason where there should be a mapping. This process is called the Source to Target mapping. Empyra already has STM templates in place where we know the data that is required for every process and report. Empyra Business analyst and Empyra Data Analyst would work together with the customer Data SME to figure out where the Source data is then map to the Target tables and columns. In addition, any transformation that needs to happen to the data will also be documented as a part of the STM process.

Data validation is done both manually and programmatically. Empyra has built a data validation tool which was used for a previous project at SAP where we migrated 15 years of data from legacy systems to the new system. Empyra built a validation engine that would use the extracted data as the source and compare it with the data within the target system by extracting the data from the target system using APIs and compare the data at a field level. A report will be generated that will be exception based when the fields are not matching. This will enable us to programmatically validate the data.

Once the data is validated, the next iteration (if any) can proceed. Once all iterations are complete, we will prepare for a pilot (dry runs) of the production load. This will be a production dry run for the complete load. The data will be extracted from the various source systems and the entire process will be timed. This dry run will follow the documented process and timings will be documented from start to finish including validation. The total time will determine the downtime for the cutover. Should the time for cutover be not acceptable i.e. if it takes a long time to load the data, then an alternative plan will be followed.

Empyra has significant experience with ensuring data integrity. Empyra has built a Master Data Management (MDM) solution that will soon be released on the Salesforce AppExchange platform. The product allows the users to identify duplicates within their system using several mathematical algorithms and cleanse / merge the data. This tool that has been developed and will be used for data cleansing and identifying potential duplicates and we will provide the result to the State of Nebraska.

System Configuration

Empyra will configure and prepare all the instances requested, including data conversion, development, test, UAT, Training, Integration and Production. Sometimes, we recognize that we may require additional instances to prevent conflict and enable isolation of testing to the area being tested e.g. in interface testing, if multiple tickets are being worked on, it may be beneficial to ensure that each is tested separately and then merged. Non-regression testing for previous interfaces will need to be performed after merges to ensure that there is no regression. We are open to creating the instances needed to make this project a success.

Testing

Empyra will create test plans for each phase. This will include the use cases for each requirement. Test cases will be created and tested. Results of each test case will be submitted.

Empyra's Quality Assurance team is highly tuned to effectively perform manual testing, automated testing, stress testing and user acceptance testing, and manage the entire development lifecycle. Empyra employs a centralized defect management system and if desired can provide access to customers to allow client entry and viewing of defects, resolution status, and performance. Each defect reported is prioritized, fixed and planned to be incorporated into a release. Release notes are generated based on new features and bug fixes that are deployed.

Empyra has four testing approaches that we use:

1. Manual testing
2. Automated testing based on scripts
3. Stress testing / performance testing
4. User Acceptance Testing

Empyra's QA team will work with all Nebraska Project members to ensure that a quality product is delivered to our customers.

UNIT TESTING

Manual testing ensures that testers are looking for things like user interface issues and other things that only the human eye can catch. Manual testing also enables Empyra's testers to stay involved in the workflows set up for that customer environment, and changes made by customers that may change the flow.

AUTOMATED TESTING

Due to the size of the EmpyraWorks platform, the number of testing steps that must be conducted to ensure non-regression of standard product features is very large, and not possible to complete manually in a very short space of time. For this reason, Empyra is continuing to develop an automated test bed that can be run to verify non-regression and functioning of key features in the solution. The automated testing runs through the scenarios in less than two hours right now, but it is expected that we can run needed threads if desired.

STRESS TESTING

Finally, we conduct stress tests on our solutions. We conduct stress testing on the EmpyraWorks version prior to release. This will cover performance testing and ensure that the solution performance is within the acceptable range for the type of transaction.

Empyra developers perform unit testing and then have testers test alongside them so that when there is an integrated release, the likelihood of defects is lower. Testers test an integrated build and test new features/functions as well as bugs that are reported to be closed. They also perform manual testing on some key flows for which the UI is critical such as the job seeker portal and the employer portal.

USER ACCEPTANCE TESTING

User Acceptance Testing (UAT) is formally scheduled by the project's managers, usually around a month in advance. All customer stakeholders planning to participate are given a predefined and approved (by customer) list of test-cases to use during UAT. These test cases depict the step-by-step actions taken by the user, as well as the expected result that should satisfy the requirement and/or function.

Empyra uses an online Tracking System to record any issues against each test case is simultaneously made available. In some cases, Empyra has found it to be most efficient to have a representative (project manager) on-site during formal UAT sessions to help with any confusion and or technical issues.

Immediately following all UAT sessions, the list of issues recorded will be reviewed by both project managers and confirmed. Once Empyra has worked to resolve all issues raised during UAT and all have been approved by the customer, a formal sign-off of UAT is done.

CHANGE CONTROL PROCESSES

Our QA team tests for defects uses the following workflow, which is enforced /managed by JIRA, our cloud-based project management and defect tracking software:

Our team works in JIRA to move items through the workflow. This JIRA platform will be available to Nebraska staff to enter, track, and update issues as well as produce progress reports. We have found that this level of transparency ensures open communications and a higher level of trust and performance.

Our QA team prepare for UAT, by ensuring that every requirement has use case steps associated with it, and they go through the requirements, noting the test status along with notes such as any known bugs. The following format is used:

- Requirement Number, Test case reference, Status (pass/Fail/Pass with notes), date last tested, Initials of QA tester.

This ensures that the functionality being delivered is tested. At the point of UAT, we will deliver the updated requirements spreadsheet, along with the test cases referenced. Our QA lead will walk through some of the flows to ensure that we communicate the format of the files and how we captured status. All known issues will be in the shared project in JIRA, our project management tool.

Support and Optimization

At the completion of the development and delivery stage, Empyra consultants continue to work with the program team to optimize the resources, processes, and performance management systems to ensure sustained high performance and accomplishment of metric-driven results. This includes outreach and communications, technical support, and stakeholder education and engagement. Our focus here is to ensure that what is delivered is on track to achieving your business objectives – especially ensuring that EmpyraWorks platform is the catalyst to:

- Centrally coordinate and manage the delivery of services from multiple stakeholders.
- Improve disconnected youth service management and reporting to drive successful outcomes.
- Track all user activity.
- Provide real-time, easy-to-interpret data, reports, and dashboards, including State and Federal reporting.

PROJECT PLANNING AND ADMINISTRATION;

Empyra will create a baseline project plan after the requirements phase of the project. This will provide a more accurate estimate based on understanding the gaps and opportunities given the capabilities of the EmpyraWorks platform. At this initial time, the project plan has been developed to launch value for customers, employers, and staff, training and service providers and IT Staff at the very earliest opportunity possible while building in the needed quality milestones.

The project plan baseline will be created in Microsoft project, and then exported to JIRA for working and collaborating. Every week, a project review meeting will be held, progress will be reported, and decisions made on any project plan refinements agreed to as a result of work completed, discoveries, etc. A semi-monthly project status report will be delivered to the Nebraska team. Any revisions to the project plan will be made to the MS Project plan that will accompany the semi-monthly report.

We would expect the project plan in JIRA to be broken down into sprints with collaboration, status updates, etc. being on the individual 'tasks' (issues in JIRA) visible to the project team, thereby giving visibility and accountability at all times.

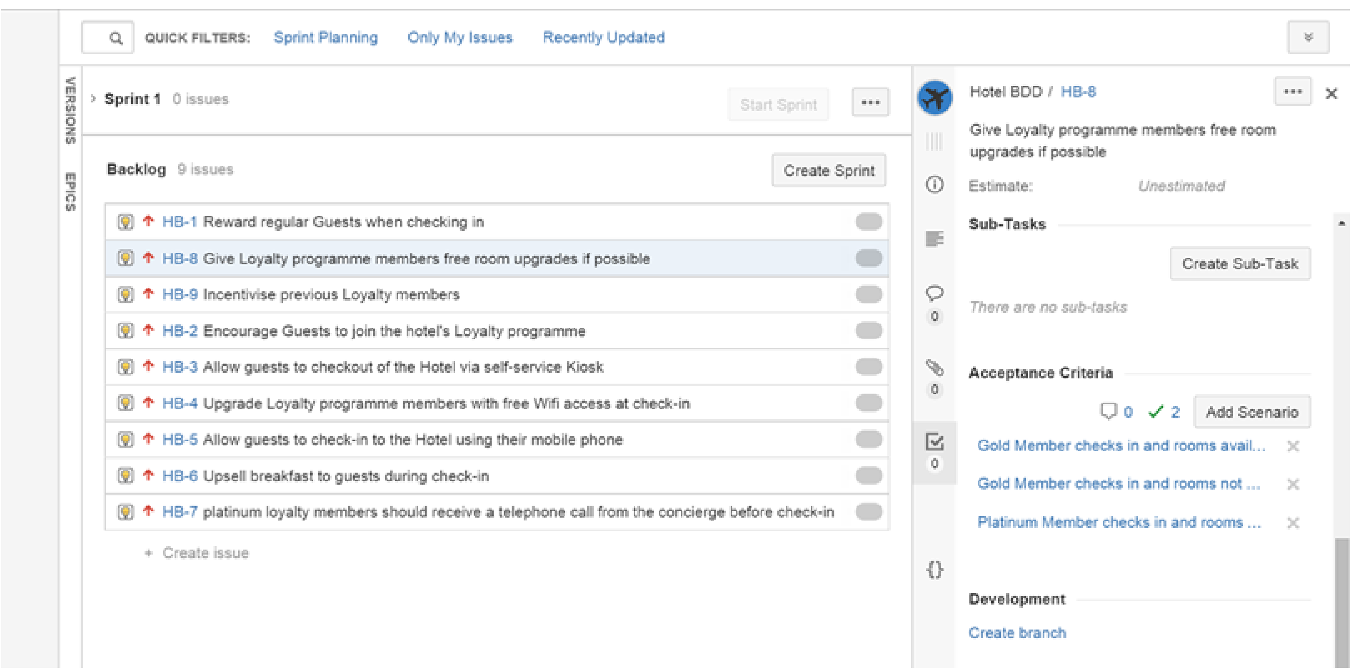
Project planning – resources are assigned tasks based on their current workload

Resource management – progress of resources in meeting their timeframes and assigned tasks is reviewed

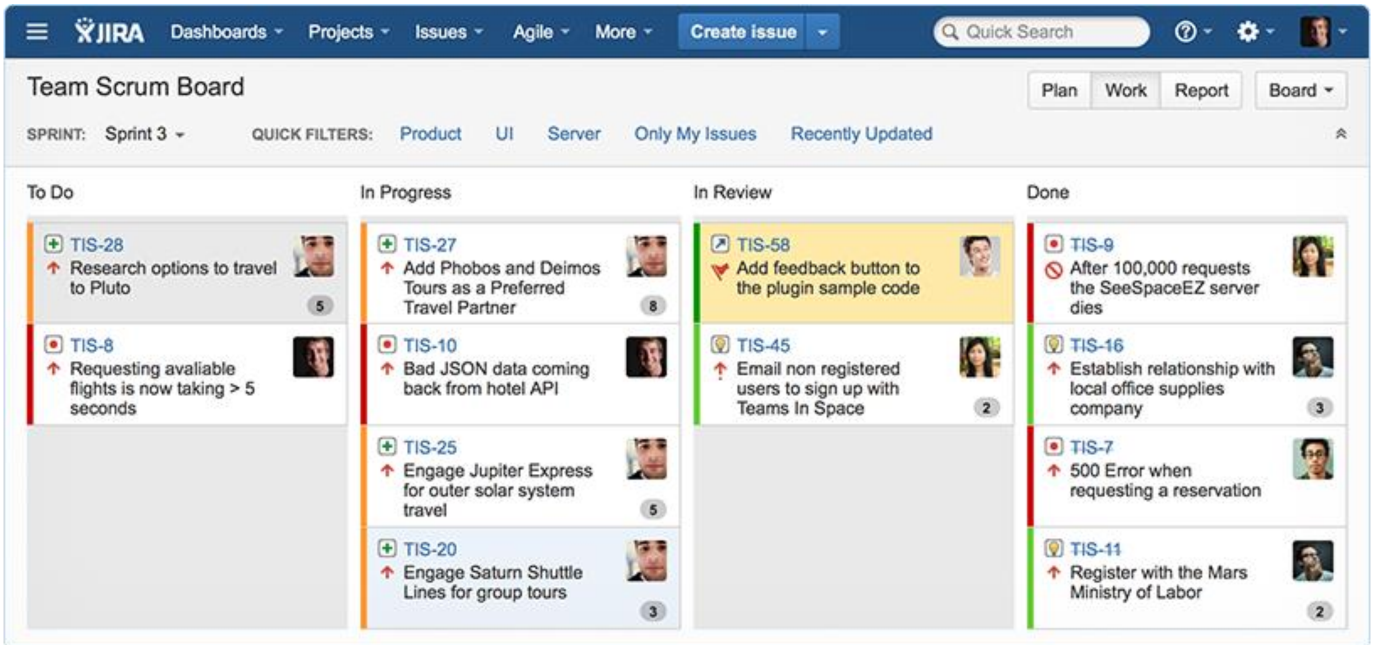
Project monitoring – we can review the Kanban chart for a specific deliverable to ensure that it is on track.

Some sample screenshots from JIRA are shown (of course the tasks are just generic examples)

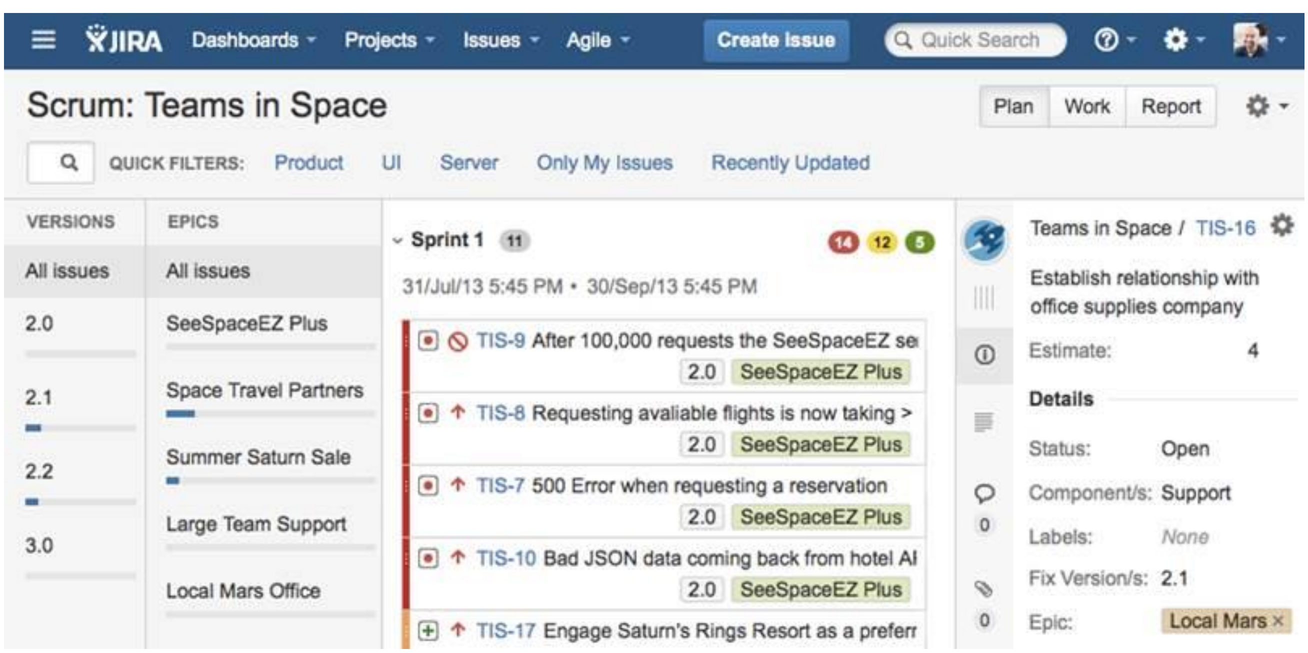
A Sprint Board



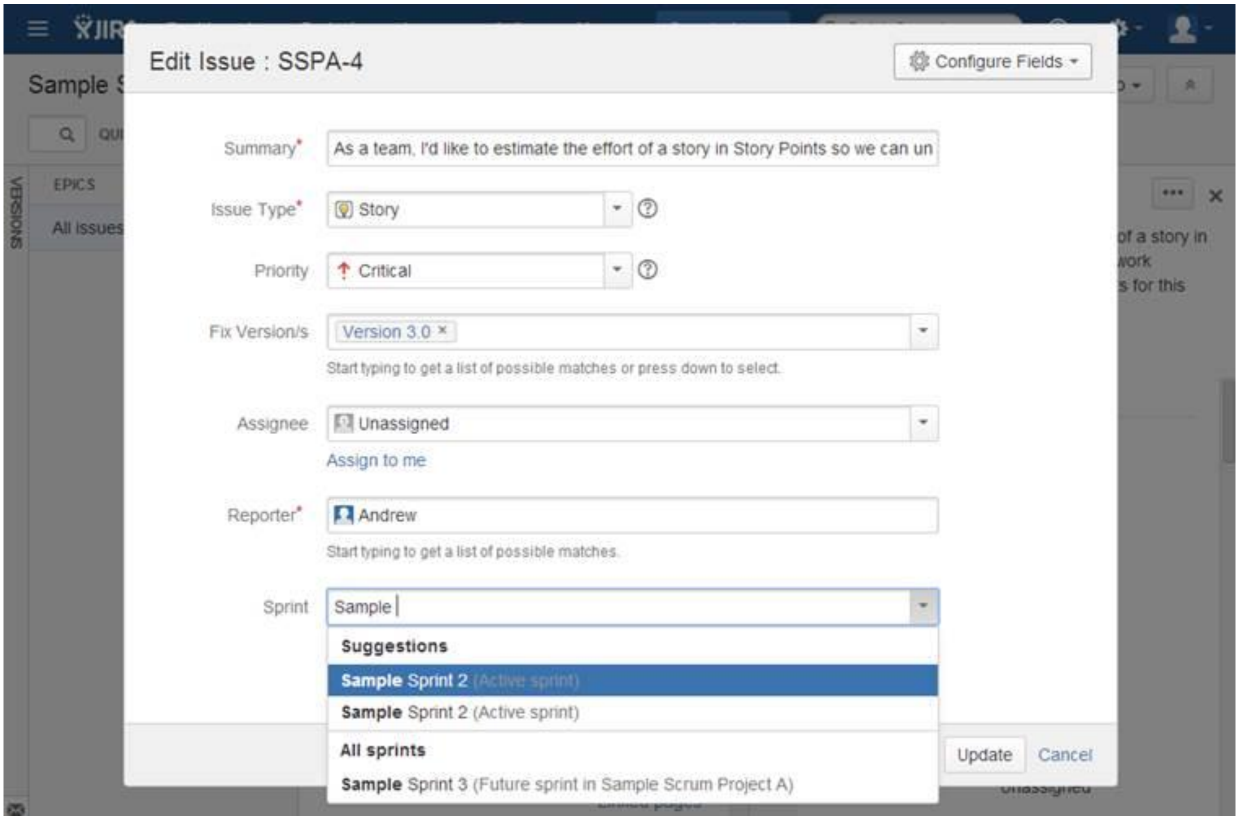
A Kanban Board



Issues clubbed into an Epic



Create issue in JIRA



Empyra will also provide training throughout the lifecycle of the project. Details of the EmpyraWorks proposed training plan for this project can be found in the Attachment: Training Plan.

j. SUBCONTRACTORS

Empyra.com, Inc. will not be using Subcontractors for any part of its performance for this contract.

Attachments: Team Resumes

KEY PERSONNEL

Proposed Key Personnel Empyra Staff for the Empyra/Nebraska Team

Name:	Bala Mullur	Key Personnel	
Title:	Program Manager	# of Years in Classification:	5.5
Brief Summary of Experience:	Accomplished, Project Management professional with proven record of propelling organizations to consistently high levels of performance and client satisfaction. Self-motivated and driven leader with proven success of building solution teams with diverse skills and experience. Multilingual global leader with experience in leading distributed teams and delivering large complex engagements in North America, Europe and Asia. Certified PMP professional. Bala has managed projects with a value of over $60M for CVS as well as several projects exceeding $5M. Bala has worked with the EmpyraWorks platform and Workforce for over three years.		
# of Years with Firm:	5.5		
RELEVANT PROFESSIONAL EXPERIENCE			

Name:	Bala Mullur		Key Personnel
Title:	Program Manager	# of Years in Classification:	5.5

2011 to2015
Salesforce – CRM
Program Management Consultant
Directed the strategic deployment of an enterprise-wide CRM system (Salesforce.com) for a global enterprise, enabling over 1000 users. In collaboration with the leadership team (sponsors) and the stakeholders, defined to project charter, key requirements, along with the budget and resource requirements. Partnered with the business to define the strategic goals, analyze the business requirements, and identify key functional areas for integration for the program estimated around over 6M. Managed the overall program initiative, from budgeting, budgeting, execution through closing the project.
Partnering with the PMO team, stakeholders and the delivery team, led the Business Process Analysis and Gap analysis to identify functional gaps in the system, in the Business Process, Infrastructure and Business Intelligence/Reporting systems. Established Standard processes for project execution and tracked team's performance against the defined processes. Working closely with the business, negotiated functionality/features in the application, driven by the scope, risk and cost, keeping in mind the critical business schedules/deadlines.

Organized and directed the team of consisting of Business Analysts (BA), Application Developers, Application and Solution Architects (SA) and various Subject Matter Experts (SME) in the US and offshore, to drive the development, configuration and deployment of the system. Managed the operation details including the managing of the scope, risk and cost across the various projects in the program. Established processes to ensure adherence to Program Governance. Successfully managed the delivery, through carefully planned project meetings/updates with the delivery team, stakeholders and the Steering Committee. Managed the program to ensure alignment with the Project Charter and adherence to scope, cost and schedule.

Work on the implementation of EmpyraWorks platform for workforce and higher education customers along with the team of BAs and other Project Managers. Worked with the Empyra Management team to establish a PMO within the organization and specify features for implementation and work with the Dev organization to deliver solutions that meet the requirements of customers.

Manage the project plan and reporting of project status to executive management.

4 year duration
Salesforce.com and SharePoint, Electronic Medical Record, EmpyraWorks platform implementation.

Name:	Bala Mullur		Key Personnel
Title:	Program Manager	# of Years in Classification:	5.5

2005 to 2011

Vertex Computer Systems
Services Program Management
Client: Proctor & Gamble, Wal-Mart, STERIS, Gillette, JM Smuckers, General Mills, National City Bank/ PNC Bank, People's Bank, Parker Hannifin, Key Bank, PCMall, Johnson & Johnson and others
Role: Services Program Management
Established Project Management practices (PMO) to help ensure adherence to accepted processes, minimize risk and track progress against plan. Developed a scalable service model to support fast-growing technologies and customer base to ensure with the goal of maximizing the efficiency and continuing to maintain high levels of client satisfaction.
Manage the Program Management Office consisting of Project Management and solution delivery team with diverse technical and business background and experience levels. Defined and implemented process enhancements to improve operational efficiency by deploying a People, Process and Technologies.
Developed strategic partnerships with major software/Service providers including IBM, Oracle, HP and Deloitte. Partnered with "Big 4" consulting companies to collaborate/co-manage and deliver Enterprise class solutions in Financial, Medical/Healthcare and Consumer Goods verticals.
Directed the implementation of the a Business Intelligence Solutions (Data Analysis, reporting, dynamic dashboards, and Reporting system for a large financial institution (Business Banking, SOA, Online banking and Enterprise Data Management) integrating CRM and ERP systems (Oracle Business and financial solutions).
Envisioned a new Verification/QA solution based practice, focusing on software Process Implementation, Application Support and Strategic Process Outsourcing across various market verticals. Positioned and delivered a strategic solution for managing Inventory and lead-times at various distribution centers around the world for a large retailer and a consumer goods company. The solution resulted in a 3-year contract to enhance, support and integrate the system with a variety of internal SCM systems.
Directed the implementation of a Customer Support and Order Management (Oracle CRM, Financial and SAP – ERP) for a large Medical Devices company; The cross functional project team (of SME, Software Developers, Business Analysts and Project Lead) developed and implemented the solution across 5 sites (3 in US and 2 in Europe) and was delivered in 12 months, staffed by a team of developers, subject matter/domain experts and business analysts. Managed project schedules, manage changes, handle priority changes, staffing and training.

EDUCATION

Anna Maria College
Worcester
MA
MBA, Marketing Finance, Master of Science – Electrical Engineering
PMP, Six Sigma, Lean Six Sigma

HARDWARE/SOFTWARE SUMMARY

Name:	Bala Mullur		Key Personnel	
Title:	Program Manager	# of Years in Classification:	5.5	

Description		**# of Year's Experience**
Environments:	Salesforce.com, Sharepoint, EmpyraWorks,	8
Hardware:	IBM, HP and Deloitte	8
Software:	JIRA, MS-Project	3, 20 respectively
Tools:	Business Tools for PMO	8
Databases:	Oracle, SQL, Seibel	13

REFERENCES

1) Robert Gauthier, Program Manager, CVS
Email is Robert.Gauthier@cvshealth.com
Phone: 401 636 4155

2) Mark Morin, Services Manager, CVS
Phone: (503) 975 0135

3) Radhakrishna Iyer, Senior Services Advisor, CVS
Radhakrishnan.iyer@cvshealth.co
Phone: 508 801 1805

Name:	Vishy Subramanyam		Key Personnel
Title:	Implementation & Integration Lead	# of Years in Classification:	20 years
Brief Summary of Experience:	Vishy is an expert in integration and provides strong technical leadership on implementations. He typically leads the integration and the infrastructure team on large global implementations. Vishy is also the CTO of Empyra.com, Inc. and has managed several customer implementations and upgrades of EmpyraWorks including State of Maine, Ashford University, WorkOneIndy, Mahoning and Columbiana counties, Intelligent Mobile Support, and several global CRM implementations on both Siebel and Salesforce for organizations like PNC Bank, First Niagara Bank, STERIS corporation, Ariba (an SAP company) etc. Vishy is the integration specialist and has worked on several integrations with systems such as PeopleSoft, Oracle, SAP, and several home grown systems. Vishy has prior background in CRM, Data Warehousing and reporting and in managing hosted infrastructure.		
# of Years with Firm:	18 years		

RELEVANT PROFESSIONAL EXPERIENCE

2004 - Present
Empyra.com, Inc.
Ohio Means Jobs - Columbiana County
EmpyraWorks platform implementation
Jack Hile, Workforce Supervisor
7989 Dickey Drive, Suite 4
Lisbon, Ohio 44432
Phone: (330)420-9675 Ext 8104
Fax: (330)424-7313
Email: Jack@onestopohio.org

EmpyraWorks platform / DELL Servers, SAN etc.

02- 2015 – 11-2015
Empyra.com, Inc.
First Niagara Bank
Edward Guernsey
11 Stanwix Street, Pittsburgh, PA 15222
Ph#: (412) 807-2809
Email: edward.guernsey@fnfg.com
Role in Project: CRM Architect
Implement Pipeline management and integration to MDM solution and data loading from legacy systems into CRM.
Software/hardware used in engagement: Oracle CRM, OBIEE, SQL Server, Informatica etc.

EDUCATION
University of Toledo Toledo Ohio Masters in Mechanical Engineering – Robotics Siebel CRM certified, Microstrategy, Data Warehousing certified, Microsoft certified Systems Engineer etc.

HARDWARE/SOFTWARE SUMMARY		
Description		**# of Year's Experience**
Environments:	Windows, Mainframes, AS 400, Sun, HP etc	20+
Hardware:	DELL, HP, CRAY, VAX	20+
Software:	SIEBEL, Salesforce, Java, EmpyraWorks, OBIEE, tableau etc	15+
Tools:	Oracle, SQL Server, Microstrategy, SSRS, SSAS, SugarCRM,	15+
Databases:	Oracle, SQL Server, MySQL	20+

REFERENCES
Edward Guernsey CRM Platform Architect First Niagara Bank 11 Stanwix Street Pittsburgh, PA 15222 Ph#: (412) 807-2809 Email: edward.guernsey@fnfg.com Brett Cavanaugh | Sr. Program Manager | Ariba, an SAP Company brett.cavanaugh@sap.com | www.ariba.com | office: 1.412.297.8148 Ganesh Palaniappan Vice President Call Center Technology Charter Communications Office – 203-705-5529 email: Ganesh.Palaniappan@charter.com

Name:	Pritish Sinha		Key Personnel
Classification:	Project Manager	# of Years in Classification:	2
Brief Summary of Experience:	Pritish leads cross-functional development projects and managed the end-to-end project lifecycle in the enterprise space. Responsible for project planning, communication, process improvements, coordination, reporting, and prioritization, implementation and integration. Business Analysis and SaaS leadership: Responsible for requirement gathering, estimation and analysis and delivery of projects. Led application development, unit/integration testing of applications and databases for Fortune 500 clients using Waterfall and Agile methodology. Managed systems integration of a SaaS platform as a designated Subject Matter Expert. Pritish is responsible for weekly planning, resource review, risk management ad reporting. Certified PMP professional.		
# of Years with Firm:	2		

RELEVANT PROFESSIONAL EXPERIENCE

10-2014 to Present
Vendor Name: Empyra
Client Name: MySmartNetwork and EmpyraWorks
Client Contact Name: Viswanath Subramanyam
Client Address, Phone Number, Email: vsubramanyam@empyra.com

Role in Project: Product Manager
Details and Duration of Project: SaaS product management. Pritish is responsible for establishing, and improving our internal product development process integrated with client change requests. This is a complex task that requires focus on prioritization based on customer needs, grouping of work on functional areas and planning and assigning work based on resource strengths. Pritish has been involved in client implementations and upgrades for Empyra. Pritish has managed and coordinated resources to achieve desired integration needs eg - with Pearson eCollege. He is able to communicate with people at different levels from executive, non-technical to developers and QA staff.
Software/hardware used in engagement: EmpyraWorks, Azure, .Net, Azure SQL

12-2013-02-2015
Vendor Name: Empyra.com, Inc.
Client Name: SAP Ariba
Client Contact Name: Brett Cavanaugh
Client Address, Phone Number, Email: brett.cavanaugh@sap.com
Role in Project: Sr. Consultant
Details and Duration of Project: IT implementation project comprising Defect Management tool, Service Desk etc.
Software/hardware used in engagement: JIRA, Windows, MS SQL Server

EDUCATION

University of Pittsburgh Pittsburgh PA MBA/MS-MIS Technology, Innovation and Entrepreneurship, Organizational Leadership		
HARDWARE/SOFTWARE SUMMARY		
Description		**# of Year's Experience**
Environments:	WINDOWS, LINUX, MAINFRAME,	8 YEARS
Hardware:	Windows, z/OS	3 YEARS
Software:	C++, JAVA, .NET, COBOL	3 YEARS
Tools:	ECLIPSE, VISUAL STUDIO, BORLAND	3 YEARS
Databases:	MySQL, MS SQL Server, IBM z/OS	8 YEARS
REFERENCES		
Brett Cavanaugh | Sr. Program Manager | Ariba, an SAP Company brett.cavanaugh@sap.com | www.ariba.com | office: 1.412.297.8148 Dheena Raju | IT Technology Senior Consultant | Ariba, an SAP Company dheena.raju@sap.com | office 1.412.297.8845 Sameer Raghuwanshi | Sales & Strategy Manager | Samsung Electronics America sameer.ra@sta.samsung.com		

Name:	Gerry Green		Key Personnel
Classification:	Data Conversion Lead	# of Years in Classification:	18+
Brief Summary of Experience:	Empyra's Data Architect is responsible for data migration efforts for implementation projects. The data architect will be involved in the mapping and the development of data migration packages/scripts.		
# of Years with Firm:	4+ years		
RELEVANT PROFESSIONAL EXPERIENCE			

Empyra.com, Inc.

2012- Present

Role: Data Architect

Gerry is a data architect who has worked on the EmpyraWorks platform and has loaded data into the platform from various sources including OSOS. He understands the EmpyraWorks data model and several workforce systems and loaded the data into the system. He has built several custom SQL scripts that would be used in manipulating the data from CSV files and loading the data. Gerry has built validation rules that will be used in the data load so we can see what was given to us and what was loaded and also exactly the reason why a record was not loaded into the system. This would enable the State during its validation cycles. Gerry has a sound understanding of the data model, and is able to communicate effectively with the client when there are data issues. He identifies architectural issues/ mismatches in the data from the model and works with the Chief architect to resolve issues as needed – sometimes there may be a need to support additional flexibility.
Gerry as a data architect, will provide data validation reports and confirm matches with the source data. He will work to plan the data load with the project manager and other team members to provide a smooth go-live transition.

Online Publisher

Role: Data Architect
9 years implementing Master Data Management systems using Informatica MDM (previously Siperian). Currently tech lead / architect for MDM system at a major online publisher. Very strong in data analysis, data modeling, and data integration across disparate systems.

EDUCATION

University of Missouri
Colombia
MO
BS in Mechanical Engineering

HARDWARE/SOFTWARE SUMMARY

Description		# of Year's Experience
Environments:	RDBMS, EmpyraWorks platform	18
Hardware:	Various	18
Software:	Experienced in various ETL and Data Quality technologies including IBM DataStage / QualityStage, Informatica, and DataFlux.	18
Tools:	Various	18

Databases:	Oracle, MySQL and Teradata, with some exposure to DB2, Postgresql and Sybase.	18
REFERENCES		
Todd Ryan (LexisNexis), todd_ryan@sbcglobal.net 937-271-7570 Bill Washburn (WinSupply), bill@zathras.com (480) 818-7543 Matt Davison (TIAA CREF), athenas.person@gmail.com (937) 748-1067		

Name:	Mark A Beil		Key Personnel
Classification:	Quality Assurance Lead	# of Years in Classification:	10+
Brief Summary of Experience:	Mark has worked with the EmpyraWorks platform for the last 3 + years. He has been a quality assurance manager testing the platforms functionality and usability of the application. He has tested and worked with the QA team to ensure that the entire platform is stable and on the Budgets and authorization a major component of the EmpyraWorks platform. Mark has significantly improved the quality of the platform using JIRA (an Atlassian tool for project management) Information Technology professional with significant experience supporting workforce agencies, medical offices, municipalities, and building material companies utilizing practice management and accounting Expertise in software analysis, designing, programming, troubleshooting and supporting various types of software. Highly skilled at creating, implementing and training software applications. Strong customer service skills and work ethic.		
# of Years with Firm:	3		

RELEVANT PROFESSIONAL EXPERIENCE

11-2013 - Present
Empyra.com, Inc.
QA manager
Manage QA team for the EmpyraWorks platform. Used Atlassian JIRA for tracking and moving issues / bugs / change requests and triaging issues and closing them out. Worked on the EmpyraWorks platform and am in charge of Testing and Training for the platform. Build test plans and work on both Automated and manual testing of the platform along with the QA Team. Worked with the entire product management and executive team on the platform.
EmpyraWorks platform for several customers

01-1980 - 122004
GBS Computer Solutions, Inc.
Several customers including Youngstown Municipal courts, Cuyahoga Municipal courts and several others. Started as a Programmer Analyst and moved up to Senior programmer Analyst / Manager / Sales Manager.
Several customers.
Project manager/QA Manager and Trainer for Youngstown Municipal Courts. Installation, software modifications, testing, training and support for the GBS Court Software.
GBS courts software

EDUCATION

Youngstown State University Youngstown Ohio B.S Computer Technology		
HARDWARE/SOFTWARE SUMMARY		
Description		**# of Year's Experience**
Environments:	Cadol, Versys, Unix, Progress V, Windows, EmpyraWorks platform	35 years
Hardware:	Various	35
Software:	Cadol, Cobol, Microsoft XP, AT, Server, SQL, OFFICE	35 years
Tools:	JIRA	3
Databases:	CADOL, Access, SQL,	35 years
REFERENCES		

John Bertolino	Director Sales & Marketing at Sycor Americas, Inc.	724-944-4791	jhnbert@yahoo.com
Dave Bernat	SQL Support Specialist – Mount Union College	330-881-8836	bernatdj@mountunion.edu
Lou Dinardo	Senior Software Engineer – Home Savings & Loan Bank	330-506-7191	LDiNardo@homesavings.com

Name:	Casey McKee		Key Personnel
Classification:	Training Specialist	# of Years in Classification:	4
Brief Summary of Experience:	Casey wears multiple hats at Empyra. Casey is a Customer Delivery Manager and also in charge of Training customers. Her experience as a trainer gives her the unique capability to understand how customers use the system and also assist in the delivery of the solutions to the customer. Casey understands Empyra's Customers, Solutions and Products: Learn and gets familiar with customers, their environment, their solution and business, as well as understanding EmpyraWorks product solutions and configuration. Casey understands how customers use the products and also understands the EmpyraWorks platform to provide a unique training plan and eventually train the customer on the platform. Her ability to smile always, makes her a great person to work with and positions her uniquely to deliver the training to customers.		
# of Years with Firm:	4		
RELEVANT PROFESSIONAL EXPERIENCE			

2012-Present
OhioMeansJobs, Trumbull, Columbiana and Mahoning County
Jack Hile
Street Address: 7989 Dickey Drive, Suite 4
City, State, Zip: Lisbon, Ohio 44432
Phone, including area code: (330)420-9675 Ext 8104
Facsimile, including area code: (330)424-7313
Email address: Jack@onestopohio.org
Role: Training Specialist

As a training specialist Casey's responsibility is to create and execute training plans and revises as appropriate to meet changing needs and requirements and the staff's ability to learn the software.

She effectively applies our methodology and enforces training standards. Manages and ensures training documents are complete, current, and stored appropriately. Casey also documents and reports on the variances in the training/project performance.
Software: Webex, LiveChat, Skype, Robohelp, JIRA, MS Visio, MS Powerpoint etc.

2010-2012
Northeast Ohio Adoption Services
Cindy Deal, Executive Director
5000 E. Market Street Suite 26
Warren, OH 44484
Toll Free: (800) 686-6627
Fax: (330) 856 5586
Email: contact@noas.com
Role: Education Training specialist
Worked with administrative staff to develop foster/adoption education policies and manuals. Conducted trainings for potential foster/adoptive parents, as well as created intake process for those who would qualify. Attended conferences and trainings to adhere to certification updates for staff.

EDUCATION

Kent State University
Kent
OH
Bachelor of Science, Minor in Management

HARDWARE/SOFTWARE SUMMARY

Description		# of Year's Experience
Environments:	EmpyraWorks platform	4
Hardware:	Various	8
Software:	Sharepoint, JIRA, Sage Software, Adobe PS	7
Tools:	Robohelp, Greenshot	4

Databases:	SQL, Access	7
REFERENCES		
James Keating, Director of Human Resources, Trumbull County Phone: 330 675 2460 Fax: (330) 675-6646 Email:hr@co.trumbull.oh.us Dan DeMaioNewton, AVP Global Workforce Solution Sales at ACT Phone: 1-919-904-6534 Email: dandem@gmail.com Missy Elder, Vice President WSC Phone: 330-719-8041 Email: missyelder210@aol.com		

ADDITIONAL STAFF RESUMES

Shanthi Subramanyam	
Project Role	Executive Sponsor (CEO)
Current Job Description	Shanthi leads the vision of the EmpyraWorks product as a platform for next generation products. She manages the company, sets strategy for company and product direction and is the 'Product Owner' for EmpyraWorks, working with the various teams to continue to make/keep EmpyraWorks the most innovative, engaging and transformational product. Shanthi works with key customer accounts to ensure that the vision of their implementation is reflected in their EmpyraWorks implementation.
Experience And Qualifications	Shanthi is the founder and CEO of Empyra. She is also recognized for her visionary approach to transforming workforce development to involve the jobseeker in driving their own success. Shanthi has created the vision for EmpyraWorks as a collaborative shared network for all stakeholders, eliminating silos. Shanthi has helped organizations to increase jobseeker engagement, reduce time to accomplish outcomes and increase service delivery by 4 times with less budget. Shanthi has over 25 years of experience in IT, in all aspects of the business, SDLC, managing projects and leading teams. Shanthi has always been passionate about process improvement and has used EmpyraWorks to revolutionize workforce development. Shanthi's leadership of Empyra has enabled Empyra to gain a reputation as a customer-centric organization that creates products to help them transform their operations. Shanthi is the founder of Empyra and is the visionary behind EmpyraWorks. Shanthi has worked with Workforce customers since 2003 and understands Workforce Development. She is familiar with all the features and functionality of EmpyraWorks, together with the implementation of these features to address the needs of the workforce market.
Prior Work History	Shanthi has been involved in every EmpyraWorks implementation, more recently as an EmpyraWorks SME and Account Manager. Shanthi spends time with customers to understand their issues and works to incorporate customer needs into the product roadmap. Shanthi has led the vision for Empyra, managed its operations and take Empyra from early stage startup to an established company. Shanthi has worked on the product vision, design, implementation and training.
Education And Training	**Master of Software Engineering** Specialization: Software Process *Carnegie Mellon University, Pittsburgh, PA* **Bachelor of Science, Computing & Information Systems**, *University of Manchester, England*

Edward Stocking

Project Role	***Software Architect (Chief Architect)***
Current Job Description	Edward is responsible for making design choices for Empyra's team of software developers, for the EmpyraWorks platform, coding and all technical levels. His goal is to gain a complete understanding of his clients' needs and effectively communicate them to the software design team. A key part of Edward's role is to spearhead all of the software development activities. Overseeing the development team, he manages the full life cycle of the process, monitoring research, reviewing code and providing technical leadership. He provides mentoring/coaching to software developers throughout various phases of the development cycle. Additionally, he ensures that all development practices are in compliance with Empyra's best practices policies and procedures. Analyzing and solving problems are also key components to his success. Maintaining up-to-date knowledge of all technological advances is crucial.
Experience And Qualifications	Ed has been with Empyra since its beginnings and is the Architect for EmpyraWorks. He has a thorough understanding of the product architecture, its application in workforce development and the configurability of EmpyraWorks to achieve a successful implementation. He is the 'guru' for EmpyraWorks and has provided technical advice on almost all of the projects. Ed has exceptional talent in analyzing requirements and translating the requirements to how they will be implemented in EmpyraWorks. Ed understands the modules of EmpyraWorks and their inter-relationships as he has been involved in the architectural design of the modules. Ed has extensive experience in architecture, design, data modeling, performance tuning (from the software / database perspective), SQL Queries of a very high level of complexity.
Prior Work History	Ed has experience with the configuration and setup of all our government implementations, including State of Maine, Bridgepoint, Indy, JobTrakPA, Cuyahoga and REACH, Mahoning and Columbiana and Trumbull Counties as well as projects for other clients. Ed provides the technical leadership for data mapping and migration, and on interfaces.
Education And Training	Master of Software Engineering, Carnegie Mellon University MS in Mathematics, University of Michigan BA in Mathematics, Greenville College

Matthew Beda	
Project Role (Title)	Configuration and Implementation/ User Experience
Current Job Description	As Lead to the Empyra Support Team he ensures that the team provides customer support if needed, support customers who report problems or have questions, with a professional and positive attitude/ manner. Manage the Infrastructure/System Admin team to ensure smooth delivery of solutions to clients and IT for internal purposes. Ensure that all issues are tracked in Empyra's Service Request system providing details of issues and test scenarios used, including customer communication, and ensure that all requests are addressed promptly. Report on metrics. Understand Empyra's Customers, Solutions and Products: is familiar with customers, their environment, their solution and business. Matt understands EmpyraWorks product solutions and configuration. Configure customer solutions and customer user interface (UI).
Experience And Qualifications	Matt has 10 years of experience in HTML and 8 years in High level design. He has extensive years developing and creating solid cohesive effective work relationship with everyone in a team environment he provides attention to detail; CSS; CSS Custom Tag Libraries; Time management and organization skills; Communication skills; Functional Testing; Media related, Advertisements and WEB Software development and successful integration. His experience in management of change control; managing multiple projects and multiple deliverables; mentoring development of other software development team members; integrating and developing enhanced client side scripting using JavaScript code for internal web site applications Integrating and developing enhanced client side scripting using JavaScript code for internal web site applications; mentoring development of other software development team members.
Prior Work History	Management- Data-Command, 2010 - 2012 Consulting Designer for - Aurora Management Consulting, Jeis-Llc, and Purepro Investigations, 2006 – 2012
Education And Training	Bachelor of Fine Arts – Visual Communication Design Kent State University, OH

Shankar Narayan	
Project Role	Lead Developer
Current Job Description	The Lead Developer role satisfies the necessary expertise for understanding and capturing key requirements and development processes. In addition, the Lead Developer will work with the Business Analyst and Project Managers to communicate to the essential development based on Missouri's requirements. This project role will work under the direction of the Project Manager and Business Analyst and works as a liaison between managers and development staff.
Experience And Qualifications	As a part of the EmpyraWorks development team, Shankar's responsibilities include development, enhancement, and maintenance of EmpyraWorks software products, with a focus on quality, reusability, performance and ease of use, collaborating with other team members as needed. Shankar complies with Empyra practices for documentation, source control, coding and testing. He produces documentation of module functionality, interfaces, security and configuration. Additional responsibilities include performing unit testing of functionality developed to ensure that it behaves as desired in both development and production environments. And tracking progress and adherence to the development plan and provide regular status. Shankar also provides assistance in resolving implementation issues and customer issues.
Prior Work History	Lead Software Engineer, BridgePoint Education Career Service System (2013-present) Software Engineer, Virtual WorkOne Generation II (2013-present) Software Engineer, Daimler & AMG Carlines (2010-2013) Systems Engineer, K1G1 Kombi Instrument Generation Platform (2010-2013)
Education And Training	Master of Science in Information Technology, Carnegie Mellon University Bachelor of Engineering in Electrical and Electronics, Anna University

Richard Rovnak	
Project Role	Customer Support
Current Job Description	As a part of the EmpyraWorks support team Rick helps to develop test scenarios (use cases) for testing. He test software applications prior to deployment to clients, and documents all issues in Service Request system providing details of issues and test scenarios used. Rick's other responsibilities include writing user help documentation as required and help with writing training manuals and training reference documents. He also provides user support and troubleshooting for clients. Rick also provides webex education sessions for clients, as needed.
Experience And Qualifications	Rick possesses managerial and technical skills from working in the retail and IT fields. With 6 + years in the retail field and a BS degree in Management of Information Systems Rick has developed a broad understanding of the essential business components that are used to analyze and facilitate strategic and operational activities.
Prior Work History	Wal-Mart Stores Inc, Service Technician, Boardman, Ohio November, 2006-March 2011 Service Manager, New Castle, Pennsylvania, March 2011-May 2013
Education And Training	**Bachelor of Science in Business Administration** Emphasis in Management of Information Systems *Youngstown State University - Youngstown, Oh*

Attachments: Training Plan

EmpyraWorks Training Plan

The Empyra Training team is focused on learning outcomes to ensure that all stakeholders gain maximum value from EmpyraWorks solutions. The EmpyraWorks Training team is involved throughout the program design, development, delivery, and post-implementation lifecycle. The actual training plan is incorporated into the overall project plan provided, but we wanted to provide a detailed, deeper dive into the Training Plan and activities to help the Nebraska project team understand the Empyra Training methodology and how it is integrated into our overall solution methodology.

Definition Stage

During the Definition stage, the Empyra training team lead works with the unified Nebraska-Empyra project team to facilitate critical elements required for effective training. This includes each stakeholder groups' preparedness for change, learning styles, accessibility to training methods, performance measures, and measurement of learning outcomes. The Training team lead works with Empyra and Nebraska business analysts to identify business rules, key functional areas of attention, workflows, and use-case scenarios that will be used both for user acceptance testing as well as for education delivery.

The Empyra Training Team lead finalizes the education/training project plan with the unified team and this stage is completed with Nebraska's acceptance of the training plan.

Design Stage

In the design stage, the Training team works with the Empyra Design and Business Analysis team to ensure that the customizations and configurations made to the EmpyraWorks platform match requirements from the Definition stage. The Training team begins crafting education/training materials and building lesson plans for each area included. The EmpyraWorks solution will include:

Case Manager Training (basic)

- DASHBOARD
- Registration and Intake
- SERVICE DELIVERY - Recording services and appointments
- FORMS - Completing forms, viewing and signing outputs
- Searching for customers
- EVENTS – Setting up, registration and attendance
- CASE NOTES & DOCUMENTS
- IPEs
- ELIGIBILITY DETERMINATION & ENROLLMENT
- REQUEST QUEUE - Viewing and working on requests
- FISCAL – recording authorizations, payments, cancellations
- REPORTING – standard and ac-hoc reports
- COMMUNICATIONS – sending and managing communications
- PERSONAL OPTIONS & CONFIGURATIONS
- NAVIGATION USING SCREEN READERS

Staff Training and Materials

- Case Management 101
- Event Management
- Getting to Results Fast

- Running standardized reports
- Creating Powerful Ad Hoc Reports
- Managing request queues
- Budgets and Authorizations
- Everything You Need to Know about email for individuals and groups

Fiscal Training
- Setting up programs and PY
- Setting, Approving and Revising Budgets
- Managing organizations
- Enrollments
- Creating and approving Authorizations
- Creating and approving payments
- Viewing fiscal status, summary and transactions
- Running Fiscal reports

Administration Training
- Managing system configurations
- Creating and managing Forms, Security, Programs, Events, Document Types and workflow, Communication templates, Business Rules, Reports, Organizations and more
- Implementing New Business Rules
- Creating Reports
- Advanced Systems Management
- Budgets and Authorizations 2.0

Development Stage

In the Development stage, the training team builds the training materials for each of the training areas. This may include any customized online help, customized onsite training lesson plans, web-based trainings, short videos for critical areas, quick reference guides, Adobe Captivate training sessions, and other training tools and tactics. The Empyra Training team works with both the Empyra development team and Nebraska team to ensure that the education plans are salient, accessible, and effectively meet the user experience and educational needs to successfully manage the large-scale changes that stakeholders will encounter with the migration to a new system.

At the end of the Development stage, the State of Nebraska will approve and sign off on all training materials.

Prior to Site Launch, the Training team will conduct trainings for all Nebraska stakeholders providing them with the ability to practice on the test site and follow along. We also include free exploration time for staff to discover and ask questions to expand their learning and understanding. These sessions are recorded if online, or captured by a business analyst to help hone future training materials and FAQs.

Launch Stage

At Launch, the training team is fully operating delivering training sessions to Nebraska staff. Feedback from the customer support team, Nebraska project staff, and the end customers (if you decide to release to them) are used to optimize training and education resources to help maximize learning outcomes and full system utilization.

Post-Launch Stage

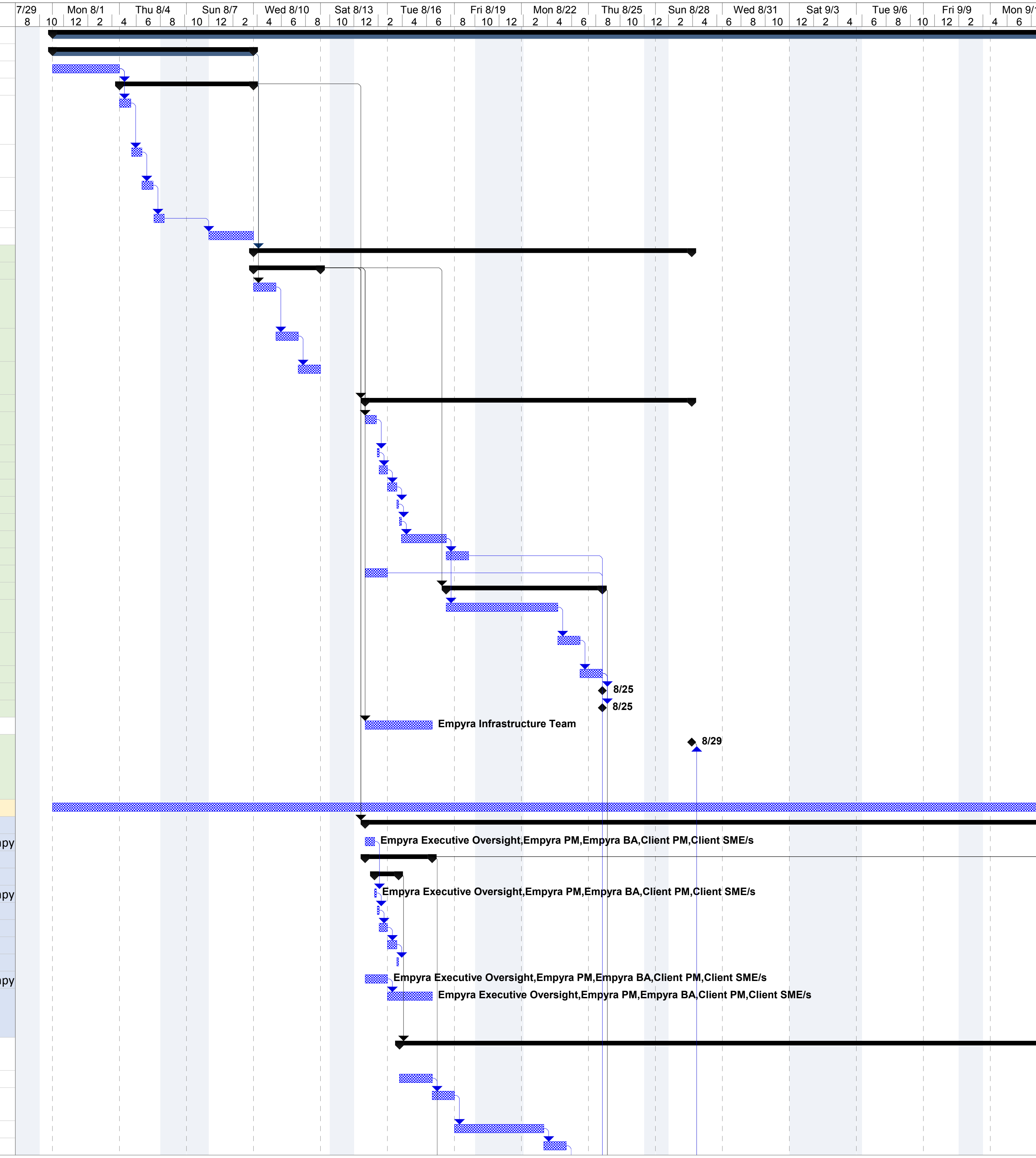
After launch, the Training team continues to create, refine, and respond to training requirements. Additional training sessions are added based on the mutual agreement of the Empyra-Nebraska project leads. However, we continue to deliver EmpyraWorks, we will provide open forums for Nebraska staff to attend and ask any questions, get responses, and identify any issues. These sessions are web-based and open to all Nebraska staff. The Empyra Training Team captures these questions and uses them to create FAQs, quick-hit trainings, and to update and/or clarify any system usage. These trainings also provide a valuable feedback loop to the project team to ensure the solution achieves its potential.

Closing

Thank you again for this opportunity, we at Empyra are passionate about contributing to excellence and best practices in conservation, maximizing and optimizing performance and efficiency, and helping the State of Nebraska achieve your goals on a comprehensive platform. We believe that the proposed EmpyraWorks solution provides the fundamental resource that will enable you to achieve the goals.

We would welcome the opportunity to work with you to contribute to your success. Together, we will be able to meet and exceed your goals.

ID	Task Mode	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		1	**OVERALL EMPYRAWORKS IMPLEMENTATION ALL PHASES**	**408 days**	**Mon 8/1/16**	**Fri 2/23/18**		
2		1.1	**PROJECT INITIATION**	**7 days**	**Mon 8/1/16**	**Tue 8/9/16**		
3		1.1.1	Plan for Kick-off	3 days	Mon 8/1/16	Wed 8/3/16		
4		1.1.2	Project Kick-off	4 days	Thu 8/4/16	Tue 8/9/16	3	Project Team (all)
5		1.1.2.1	Identify key stakeholders, satisfaction attributes, and project steering team members	0.5 days	Thu 8/4/16	Thu 8/4/16	3	
6		1.1.2.2	Define team roles and communications management	0.5 days	Thu 8/4/16	Thu 8/4/16	5	
7		1.1.2.3	Understand critical success factors and priorities	0.5 days	Fri 8/5/16	Fri 8/5/16	6	
8		1.1.2.4	Discuss project implementation strategy	0.5 days	Fri 8/5/16	Fri 8/5/16	7	
9		1.1.2.5	Review high level Project Plan and Deliverables	2 days	Mon 8/8/16	Tue 8/9/16	8	
10		**1.2**	**DEFINE PROJECT OPERATIONS**	**13.75 days**	**Wed 8/10/16**	**Mon 8/29/16**	2	
11		**1.2.1**	**Define Project Tools & Environment**	**3 days**	**Wed 8/10/16**	**Fri 8/12/16**		**Empyra PM,Client PM**
12		1.2.1.1	Tools and working process definition - for documents, project management, issues, workflows, etc.	1 day	Wed 8/10/16	Wed 8/10/16	4	
13		1.2.1.2	Prepare Project Shared Environment (Documents, JIRA project)	1 day	Thu 8/11/16	Thu 8/11/16	12	
14		1.2.1.3	Training and process definition of project workflows	1 day	Fri 8/12/16	Fri 8/12/16	13	
15		**1.2.2**	**Project Management Definition & Planning**	**10.75 days**	**Mon 8/15/16**	**Mon 8/29/16**	11	**Empyra PM,Client PM**
16		1.2.2.1	Define Project management process (including Project Reporting & Communication)	0.5 days	Mon 8/15/16	Mon 8/15/16	11	
17		1.2.2.2	Define change management process	0.25 days	Mon 8/15/16	Mon 8/15/16	16	
18		1.2.2.3	Define Project Status Reports	0.25 days	Mon 8/15/16	Mon 8/15/16	17	
19		1.2.2.4	Define Project Risk Management Process	0.25 days	Tue 8/16/16	Tue 8/16/16	18	
20		1.2.2.5	Define Configuration Management Process	0.25 days	Tue 8/16/16	Tue 8/16/16	19	
21		1.2.2.6	Define instances & Release Management Process	0.25 days	Tue 8/16/16	Tue 8/16/16	20	
22		1.2.2.7	Develop Project management plan	2 days	Tue 8/16/16	Thu 8/18/16	21	
23		1.2.2.8	Define Risk Management Plan	1 day	Thu 8/18/16	Fri 8/19/16	22	
24		1.2.2.9	Define Project Change Management plan	1 day	Mon 8/15/16	Mon 8/15/16		
25		**1.2.2.10**	**Program/Project Management Plan**	**5 days**	**Thu 8/18/16**	**Thu 8/25/16**	11	**Empyra PM,Client PM**
26		1.2.2.10.1	Develop High level Program/Project Management Plan	3 days	Thu 8/18/16	Tue 8/23/16	22	
27		1.2.2.10.2	Finalize High Level Program/Project Management Schedule	1 day	Tue 8/23/16	Wed 8/24/16	26	
28		1.2.2.10.3	Review High level Project Plan	1 day	Wed 8/24/16	Thu 8/25/16	27	
29		1.2.2.10.4	Approve High Level Project Plan	0 days	Thu 8/25/16	Thu 8/25/16	28	
30		1.2.2.10.5	Project plan baseline established	0 days	Thu 8/25/16	Thu 8/25/16	28	
31		1.2.2.11	Prepare working site instance	3 days	Mon 8/15/16	Wed 8/17/16	11	Empyra Infrastructure Team
32		1.2.2.12	Sign-off on Project Management Plan, Project Change Management Plan, Project Risk Management Plan, Project shared Environment/Repository	0 days	Mon 8/29/16	Mon 8/29/16	70	Empyra PM,Client PM
33		1.3	Project Planning & Reporting	302 days	Mon 8/1/16	Fri 9/29/17		
34		**1.4**	**DEFINE/DISCOVERY (Requirements Analysis)**	**49 days**	**Mon 8/15/16**	**Fri 10/21/16**	4,11	
35		1.4.1	Solution Architecture Review	0.25 days	Mon 8/15/16	Mon 8/15/16		Empyra Executive Oversight,Empy
36		**1.4.2**	**Application**	**3 days**	**Mon 8/15/16**	**Wed 8/17/16**		
37		1.4.2.1	EmpyraWorks Solution review (for context)	1.25 days	Mon 8/15/16	Tue 8/16/16		
38		1.4.2.1.1	Customer portal capabilities	0.25 days	Mon 8/15/16	Mon 8/15/16	35	Empyra Executive Oversight,Empy
39		1.4.2.1.2	Staff portal	0.25 days	Mon 8/15/16	Mon 8/15/16	38	
40		1.4.2.1.3	Provider portal	0.25 days	Mon 8/15/16	Mon 8/15/16	39	
41		1.4.2.1.4	IT Administration	0.25 days	Tue 8/16/16	Tue 8/16/16	40	
42		1.4.2.1.5	Reporting	0.25 days	Tue 8/16/16	Tue 8/16/16	41	
43		1.4.2.2	Review current solution	1 day	Mon 8/15/16	Mon 8/15/16		Empyra Executive Oversight,Empy
44		**1.4.2.3**	**Stakeholder Analysis & Use-Case Definitions (All areas) - review of what has been conducted**	**2 days**	**Tue 8/16/16**	**Wed 8/17/16**	43	**Empyra Executive Oversight,Empyra PM,Empyra BA,Client PM,Client SME/s**
45		**1.4.3**	**Requirements Review & Clarification against EmpyraWorks Capabilities**	**31.5 days**	**Tue 8/16/16**	**Thu 9/29/16**	37	
46		1.4.3.1	Case Management	1.5 days	Tue 8/16/16	Wed 8/17/16		
47		1.4.3.2	Application Security and Adminstrative Functions	1 day	Thu 8/18/16	Thu 8/18/16	46	
48		1.4.3.3	Financial	2 days	Fri 8/19/16	Mon 8/22/16	47	
49		1.4.3.4	Payment Processing	1 day	Tue 8/23/16	Tue 8/23/16	48	



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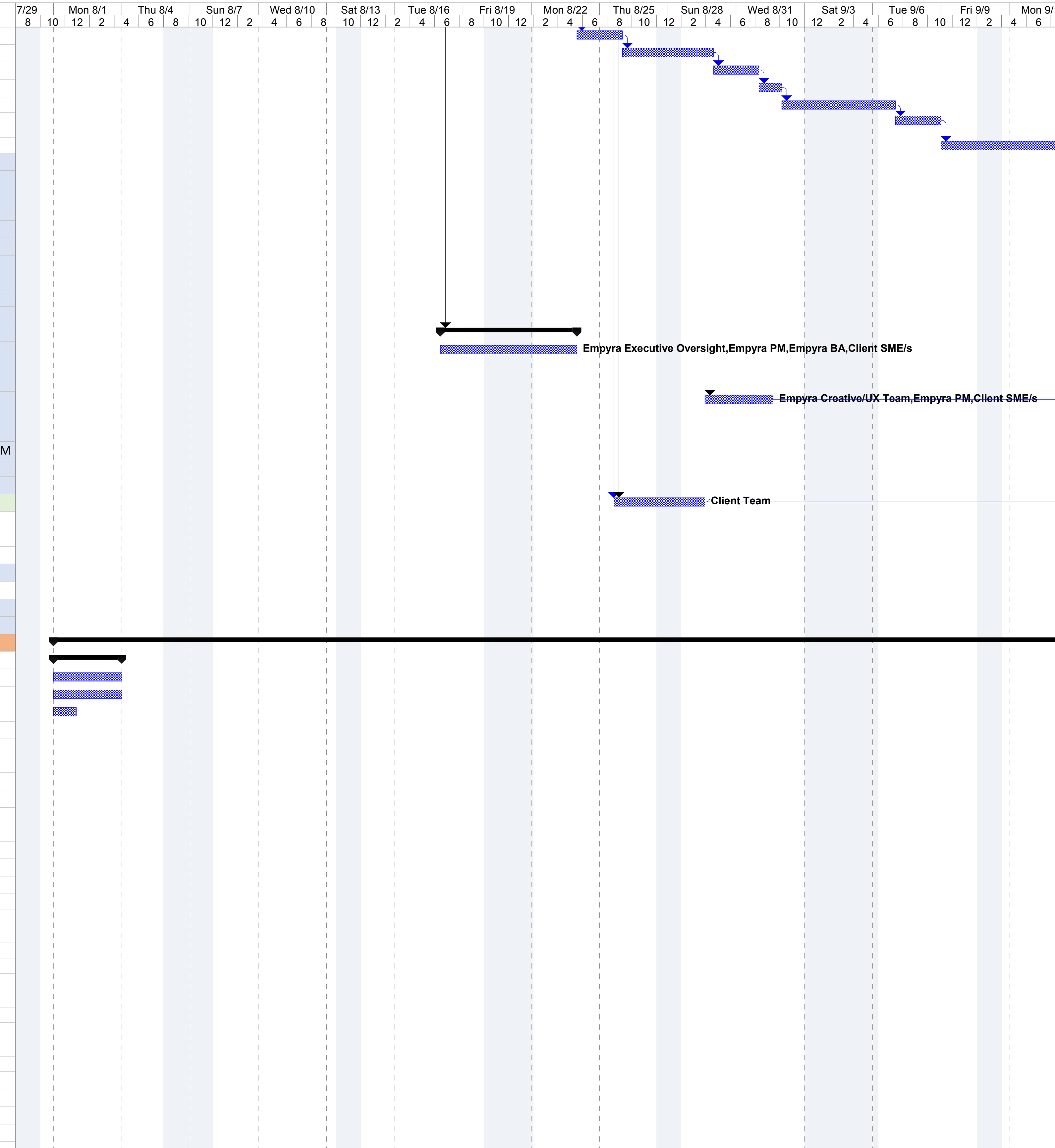
Task		Summary		External Milestone		Inactive Milestone		Duration-only		Start-only	
Split		Project Summary		Inactive Task		Inactive Summary		Manual Summary Rollup		Finish-only	
Milestone		External Tasks		Inactive Milestone		Manual Task		Manual Summary		External Tasks	

External Milestone	
Progress	
Deadline	

ID	Task Mode	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
50		1.4.3.5	Reports, Statements and Printing	2 days	Wed 8/24/16	Thu 8/25/16	49	
51		1.4.3.6	Accessibility	2 days	Fri 8/26/16	Mon 8/29/16	50	
52		1.4.3.7	Technical	2 days	Tue 8/30/16	Wed 8/31/16	51	
53		1.4.3.8	Business Enterprise Program	1 day	Thu 9/1/16	Thu 9/1/16	52	
54		1.4.3.9	Review of Business process (as is and to be)	2 days	Fri 9/2/16	Tue 9/6/16	53	
55		1.4.3.10	Discussion of use cases and flow within the EmpyraWorks Platform	2 days	Wed 9/7/16	Thu 9/8/16	54	
56		1.4.3.11	Document approach to each functional gap	15 days	Fri 9/9/16	Thu 9/29/16	55	
57		**1.4.4**	**Configurations requirements overview**	**9 days**	**Fri 9/30/16**	**Wed 10/12/16**	**36,45**	
58		1.4.4.1	Configuration Plan - A plan and list of all the information needed from the State to be configured is created	2 days	Fri 9/30/16	Mon 10/3/16		Empyra Configuration Mgr,Empyra PM
59		1.4.4.2	Detailed configuration	2 days	Tue 10/11/16	Wed 10/12/16	58FS+5 days	
60		**1.4.5**	**Data Migration & Conversion**	**3 days**	**Thu 10/13/16**	**Mon 10/17/16**	**57**	
61		1.4.5.1	Data model is analyzed; SME's and process established	3 days	Thu 10/13/16	Mon 10/17/16	36	Empyra Data Analyst,Client SME/s,Empyra PM
62		1.4.5.2	Prepare data conversion plan	3 days	Thu 10/13/16	Mon 10/17/16		
63		1.4.6	Reporting - understand report details	4 days	Tue 10/18/16	Fri 10/21/16	36,62	
64		**1.4.7**	**Interfaces**	**4 days**	**Thu 8/18/16**	**Tue 8/23/16**	**36**	
65		1.4.7.1	Overview of systems that we need to integrate with, access, contact person, and technical details. Gather documentation on each	4 days	Thu 8/18/16	Tue 8/23/16		Empyra Executive Oversight,Empyra PM,Empyra BA,Client SME/s
66		1.4.8	Define website/branding/UX requirements/strategy	3 days	Mon 8/29/16	Thu 9/1/16	32	Empyra Creative/UX Team,Empyra PM,Client SME/s
67		1.5	Create Requirements Matrix identifying gaps / changes	4 days	Mon 10/24/16	Thu 10/27/16	34	Empyra PM,Empyra BA,Client PM
68		1.6	Define QA Plan	4 days	Fri 10/28/16	Wed 11/2/16	67	
69		1.7	Refine Detailed Project Plan	1 day	Thu 11/3/16	Thu 11/3/16	34,67,68	
70		1.8	Review of deliverables	2 days	Thu 8/25/16	Mon 8/29/16	25,23,24	Client Team
71		**1.9**	**DEFINE/DISCOVERY DELIVERABLES REVIEW & APPROV/**	**4 days**	**Fri 11/4/16**	**Wed 11/9/16**	**69,70**	**Client Team**
72		1.9.1	Branding Strategy and Guidelines	2 days	Fri 11/4/16	Mon 11/7/16	66	
73		1.9.2	Customizations Requirements & Use Cases	2 days	Fri 11/4/16	Mon 11/7/16	45	
74		1.9.3	Requirements sign-off	2 days	Tue 11/8/16	Wed 11/9/16	73	
75		1.9.4	Data Migration & Conversion Plan Review and approv	2 days	Fri 11/4/16	Mon 11/7/16		
76		1.9.5	QA plan sign-off	2 days	Fri 11/4/16	Mon 11/7/16	68	
77		1.9.6	Project Plan sign-off	2 days	Fri 11/4/16	Mon 11/7/16	69	
78		**1.10**	**PHASE 1 RELEASE**	**365 days**	**Mon 8/1/16**	**Tue 12/26/17**		
79		**1.10.1**	**Establish Environments**	**3 days**	**Mon 8/1/16**	**Wed 8/3/16**		
80		1.10.1.1	Establish Data Conversion Environment	3 days	Mon 8/1/16	Wed 8/3/16		
81		1.10.1.2	Establish Integration Environment	3 days	Mon 8/1/16	Wed 8/3/16		
82		1.10.1.3	Establish Configuration and System Test Environme	1 day	Mon 8/1/16	Mon 8/1/16		
83		1.10.2	SOLUTION DESIGN/CONFIGURATION	22 days	Mon 10/24/16	Tue 11/22/16	34	
84		**1.10.2.1**	**STANDARD FUNCTIONALITY & MINOR ENHANCEMENTS**	**20 days**	**Mon 10/24/16**	**Fri 11/18/16**		
89		1.10.2.2	Customer Review of Initial Configured system - 1	2 days	Mon 11/21/16	Tue 11/22/16	84	Client PM,Client SME/s
90		**1.10.2.3**	**DESIGN FOR CUSTOMIZATIONS**	**18 days**	**Mon 10/24/16**	**Wed 11/16/16**	**45,57,60**	
91		1.10.2.3.1	Data model extensions and integration to EmpyraWorks Data Model	6 days	Mon 10/24/16	Mon 10/31/16		
92		1.10.2.3.2	Screen designs	15 days	Mon 10/24/16	Fri 11/11/16		
93		1.10.2.3.3	Review and approval of Design	3 days	Mon 11/14/16	Wed 11/16/16	92	
94		1.10.3	Data Conversion Design - Data mapping	10 days	Mon 10/24/16	Fri 11/4/16	60,91SS	
95		**1.10.4**	**DATA CONVERSION & MIGRATION**	**23 days**	**Mon 11/7/16**	**Fri 12/9/16**		
96		1.10.4.1	Data Migration & Conversion Iteration 1 - Master Data	10 days	Mon 11/7/16	Fri 11/18/16	94	Empyra Data Analyst,Empyra Development Team
97		1.10.4.2	Data Validation - Iteration 1	3 days	Mon 11/21/16	Wed 11/23/16	96	
98		1.10.4.3	Resolution, reload and finalize	2 days	Mon 11/28/16	Tue 11/29/16	97	
99		1.10.4.4	Data Migration & Conversion Iteration 2 - 2nd level Data	10 days	Mon 11/21/16	Tue 12/6/16	96	
100		1.10.4.5	Data Validation - Iteration 2	3 days	Wed 12/7/16	Fri 12/9/16	99	
101		1.10.4.6	Data Migration & Conversion Iteration 3 - 3rd level Data	10 days	Mon 11/21/16	Tue 12/6/16	96	
102		1.10.4.7	Data Validation - Iteration 3	3 days	Wed 12/7/16	Fri 12/9/16	101	
103		**1.10.5**	**DEVELOP**	**157 days**	**Mon 10/24/16**	**Thu 6/1/17**		
104		1.10.5.1	Develop functionality gaps	90 days	Thu 11/17/16	Fri 3/24/17	90	Empyra Development Team
105		1.10.5.2	Reporting - finalize reporting	60 days	Mon 10/24/16	Tue 1/17/17	63	Empyra Development Team
106		1.10.5.3	Integrated Solution Quality Assurance	24 days	Mon 3/27/17	Thu 4/27/17	104,105	Client SME/s,Empyra QA
107		1.10.5.4	Implement changes from QA	15 days	Fri 4/28/17	Thu 5/18/17	106	



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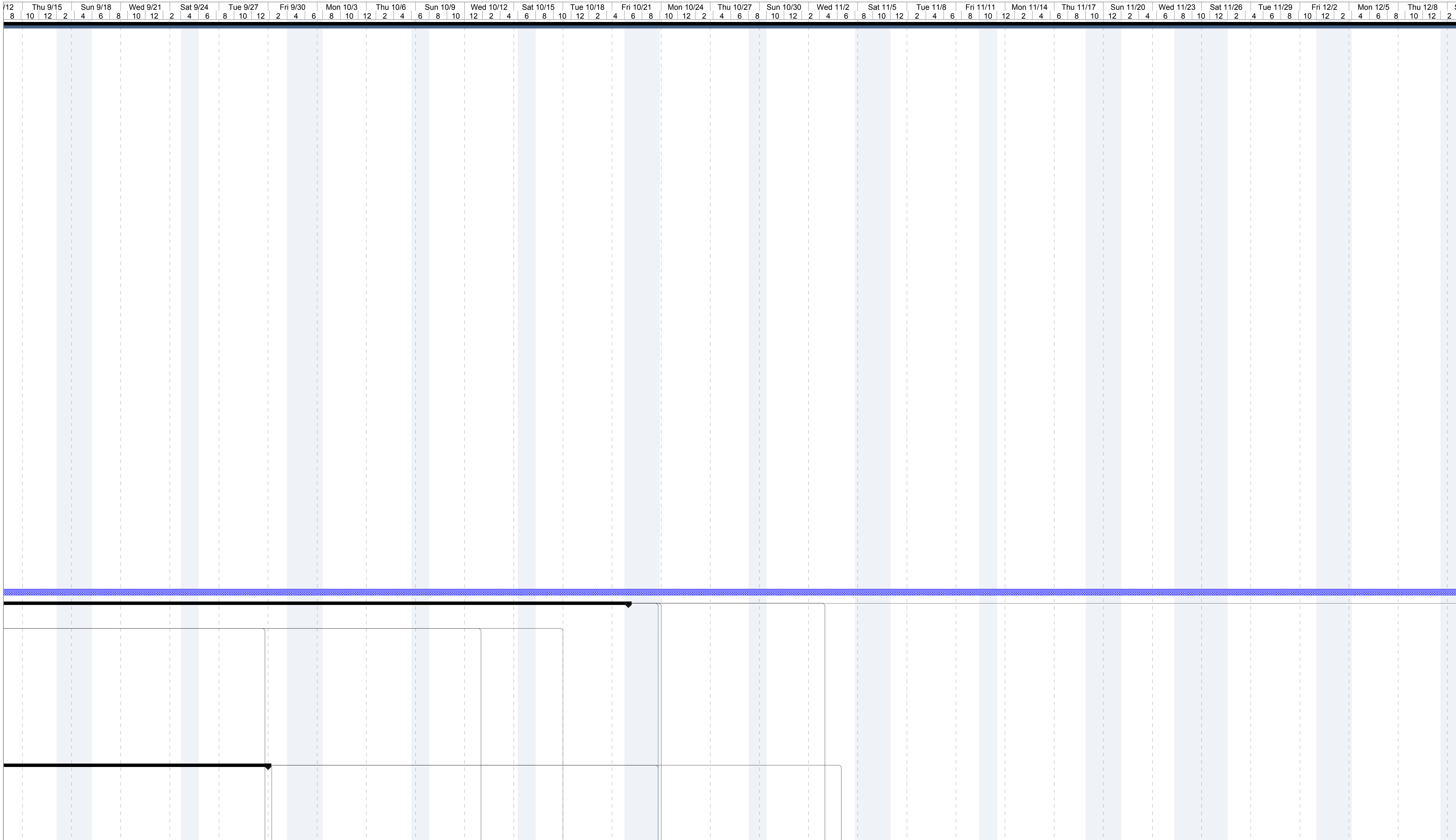
Task	Summary	External Milestone	Inactive Milestone	Duration-only	Start-only	External Milestone	
Split	Project Summary	Inactive Task	Inactive Summary	Manual Summary Rollup	Finish-only	Progress	
Milestone	External Tasks	Inactive Milestone	Manual Task	Manual Summary	External Tasks	Deadline	

ID	Task Mode	WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
108		1.10.5.5	Customer Review 2 - Functionality review	2 days	Fri 5/19/17	Mon 5/22/17	107	Client PM,Client SME/s,Empyra PM
109		1.10.5.6	Final Review of screens with migrated Data	10 days	Fri 5/19/17	Thu 6/1/17	107	
110		**1.10.6**	**TRAINING PREP**	**56 days**	**Mon 3/27/17**	**Mon 6/12/17**	**106SS**	
111		1.10.6.1	Prepare Training Materials	10 days	Mon 3/27/17	Fri 4/7/17	34	Empyra Customer Education,Empy
112		1.10.6.2	Training logistics	2 days	Mon 3/27/17	Tue 3/28/17	34	Empyra Customer Education,Empy
113		1.10.6.3	Prepare Training Environment	2 days	Mon 3/27/17	Tue 3/28/17		
114		1.10.6.4	approval of training material and plan	5 days	Mon 4/10/17	Fri 4/14/17	111,113	
115		**1.10.6.5**	**UAT**	**42 days**	**Mon 4/10/17**	**Tue 6/6/17**	**111**	
116		1.10.6.5.1	UAT Preparation	15 days	Mon 4/10/17	Fri 4/28/17	104	Empyra QA,Empyra PM
117		1.10.6.5.2	UAT Training	4 days	Tue 5/23/17	Fri 5/26/17	108	Empyra Customer Education,Empy
118		1.10.6.5.3	Customer UAT	5 days	Mon 5/29/17	Fri 6/2/17	117	Client SME/s,Empyra Customer Ed
119		1.10.6.5.4	Implement feedback from UAT	5 days	Wed 5/31/17	Tue 6/6/17	118SS+2 days	Empyra Development Team
120		1.10.6.6	Customer Review 3	2 days	Wed 6/7/17	Thu 6/8/17	119	Client PM,Client SME/s
121		1.10.6.7	Approval for Phase 1 Go-Live	2 days	Fri 6/9/17	Mon 6/12/17	120	
122		**1.10.7**	**PARALLEL RUN**	**66 days**	**Wed 6/7/17**	**Wed 9/6/17**		
123		1.10.7.1	Training	5 days	Tue 6/13/17	Mon 6/19/17	121	Empyra Customer Education,Client PM,Client SME/s,Empyra PM
124		1.10.7.2	Go-Live Parallel run Prep	4 days	Wed 6/7/17	Mon 6/12/17	115	Project Team (all)
125		1.10.7.2.1	Prepare Production Environment	4 days	Wed 6/7/17	Mon 6/12/17		
126		1.10.7.2.2	Review and finalize step by step go-live plan and responsibilities	4 days	Wed 6/7/17	Mon 6/12/17		
127		1.10.7.3	GO LIVE Parallel Run -Customer Portal and Staff/Partner/Vendor portal	1 day	Tue 6/13/17	Tue 6/13/17	125	
128		1.10.7.4	Parallel Run Go-Live follow-up and feedback	45 days	Wed 6/14/17	Tue 8/15/17	127	Project Team (all)
129		1.10.7.5	Apply feedback and finalize solution	15 days	Wed 8/16/17	Tue 9/5/17	128	
130		1.10.7.6	Approval for Full go-live	1 day	Wed 9/6/17	Wed 9/6/17	129	
131		**1.10.8**	**GO-LIVE**	**21 days**	**Wed 9/6/17**	**Tue 10/3/17**		
132		1.10.8.1	Training	5 days	Thu 9/7/17	Wed 9/13/17	122	Empyra Customer Education,Clien
133		1.10.8.2	Go-Live Prep	16 days	Wed 9/6/17	Wed 9/27/17	128,129	Project Team (all)
134		1.10.8.2.1	Prepare Production Environment	2 days	Wed 9/6/17	Thu 9/7/17		
135		1.10.8.2.2	Review and finalize step by step go-live plan and responsibilities	2 days	Fri 9/8/17	Mon 9/11/17	134	
136		1.10.8.2.3	Final Checks/Buffer	12 days	Tue 9/12/17	Wed 9/27/17	135	
137		1.10.8.3	GO LIVE -Customer Portal and Staff/Partner/Vendor portal	2 days	Fri 9/29/17	Sat 9/30/17	136	
138		1.10.8.4	Go-Live follow-up and feedback	2 days	Mon 10/2/17	Tue 10/3/17	137	Project Team (all)
139		1.10.9	Contract based Support Period	60 days	Wed 10/4/17	Tue 12/26/17	138	
140		1.10.10	Support Mode	0 days	Tue 12/26/17	Tue 12/26/17	139	
141		**1.11**	**PHASE 2 - OPTIONAL ITEMS (To be expanded upon)**	**85 days**	**Fri 6/2/17**	**Thu 9/28/17**	**103**	
142		1.11.1	DEFINE - Requirements Review	5 days	Fri 6/2/17	Thu 6/8/17		
143		1.11.2	Business Enterprise Program	80 days	Fri 6/9/17	Thu 9/28/17	142	
144		1.11.3	J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker	40 days	Fri 6/9/17	Thu 8/3/17	142	

7/29 | Mon 8/1 | Thu 8/4 | Sun 8/7 | Wed 8/10 | Sat 8/13 | Tue 8/16 | Fri 8/19 | Mon 8/22 | Thu 8/25 | Sun 8/28 | Wed 8/31 | Sat 9/3 | Tue 9/6 | Fri 9/9 | Mon 9/12

Project: NE_VRCM_Project_Plan_V2
Date: Wed 4/20/16

Task	Summary	External Milestone	Inactive Milestone	Duration-only	Start-only	External Milestone	
Split	Project Summary	Inactive Task	Inactive Summary	Manual Summary Rollup	Finish-only	Progress	
Milestone	External Tasks	Inactive Milestone	Manual Task	Manual Summary	External Tasks	Deadline	



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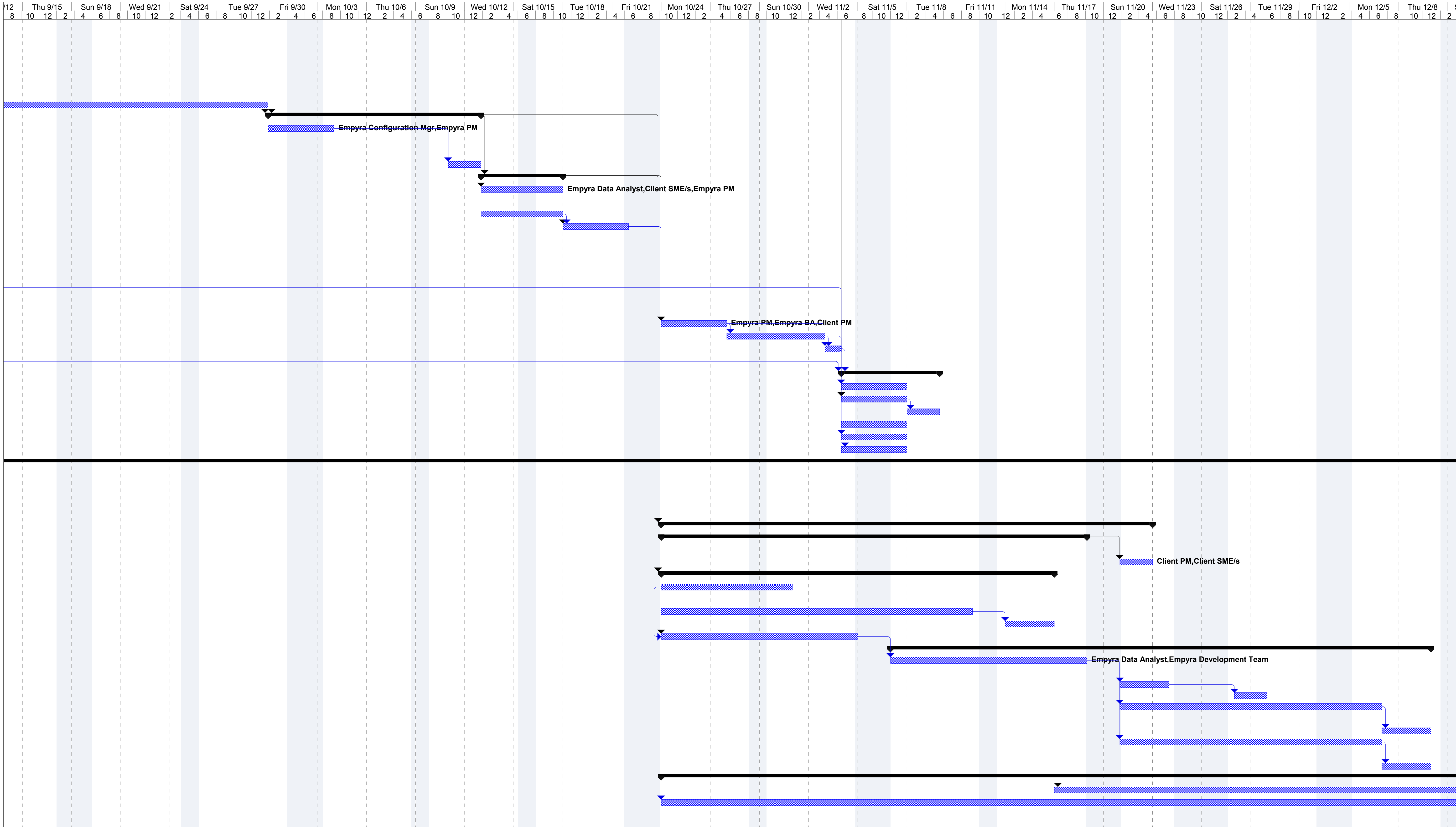

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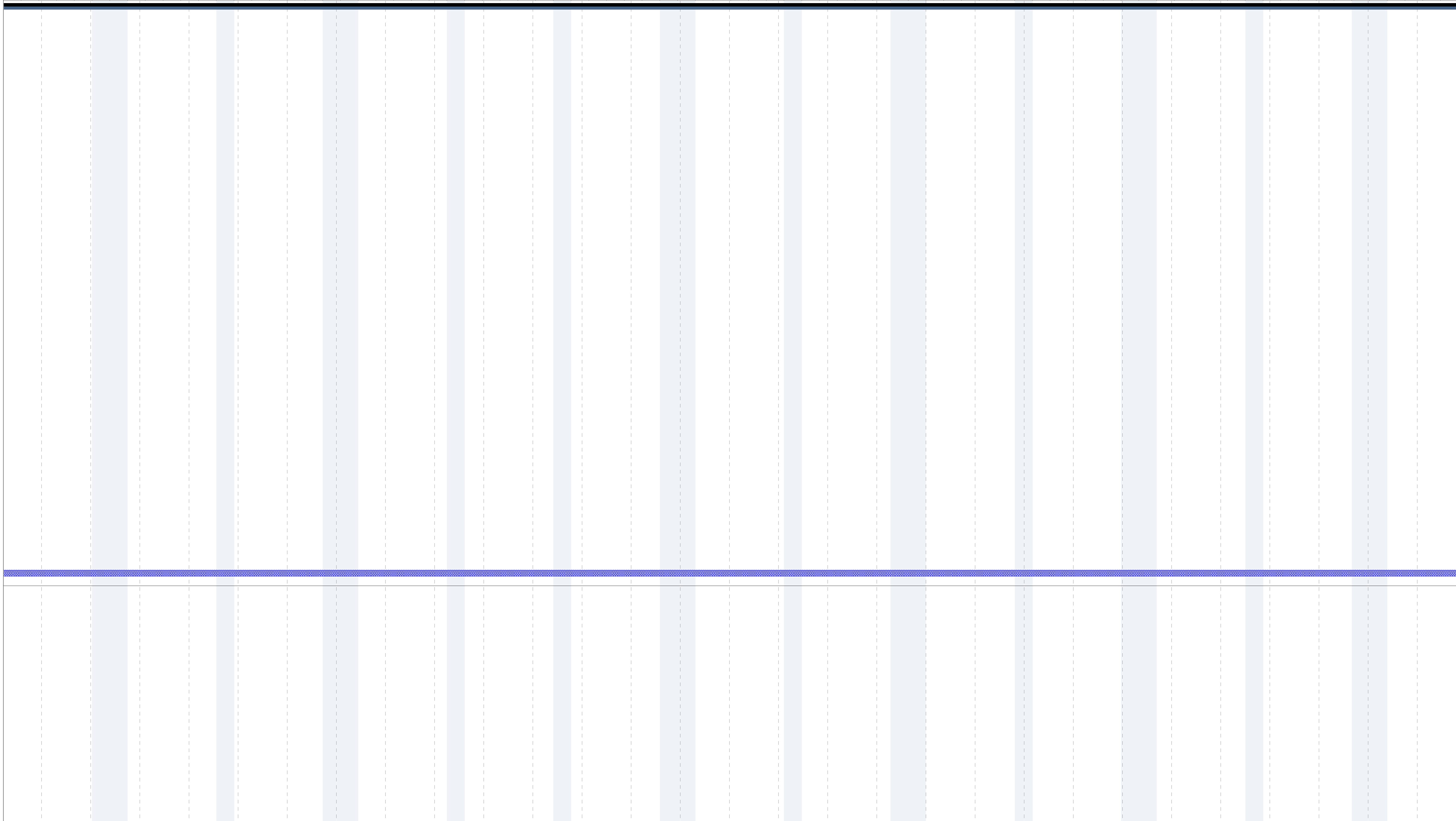
	Milestone		External Tasks		Inactive Milestone		Manual Task		Manual Summary		External Tasks		Deadline	

un 12/11	Wed 12/14	Sat 12/17	Tue 12/20	Fri 12/23	Mon 12/26	Thu 12/29	Sun 1/1	Wed 1/4	Sat 1/7	Tue 1/10	Fri 1/13	Mon 1/16	Thu 1/19	Sun 1/22	Wed 1/25	Sat 1/28	Tue 1/31	Fri 2/3	Mon 2/6	Thu 2/9	Sun 2/12	Wed 2/15	Sat 2/18	Tue 2/21	Fri 2/24	Mon 2/27	Thu 3/2	Sun 3/5	Wed 3/8
4 6	8 10 12	2 4 6	8 10 12	2 4	6 8 10	12 2 4	6 8	10 12 2	4 6 8	10 12 2	4 6	8 10 12	2 4 6	8 10 12	2 4 6	8 10 12	2 4	6 8 10	12 2 4	6 8	10 12 2	4 6 8	10 12 2	4 6	8 10 12	2 4 6	8 10 12	2 4 6	8 10 1



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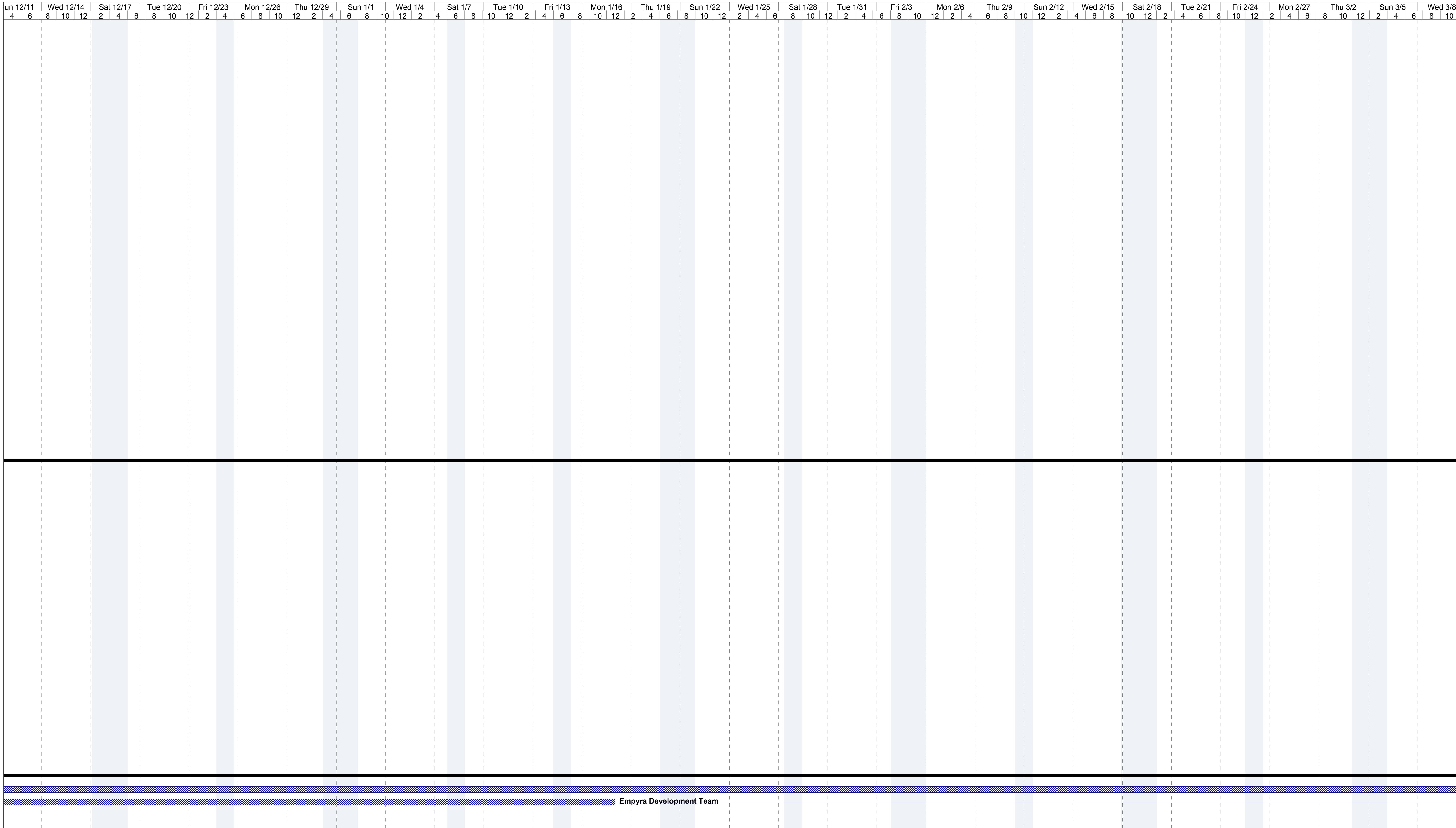

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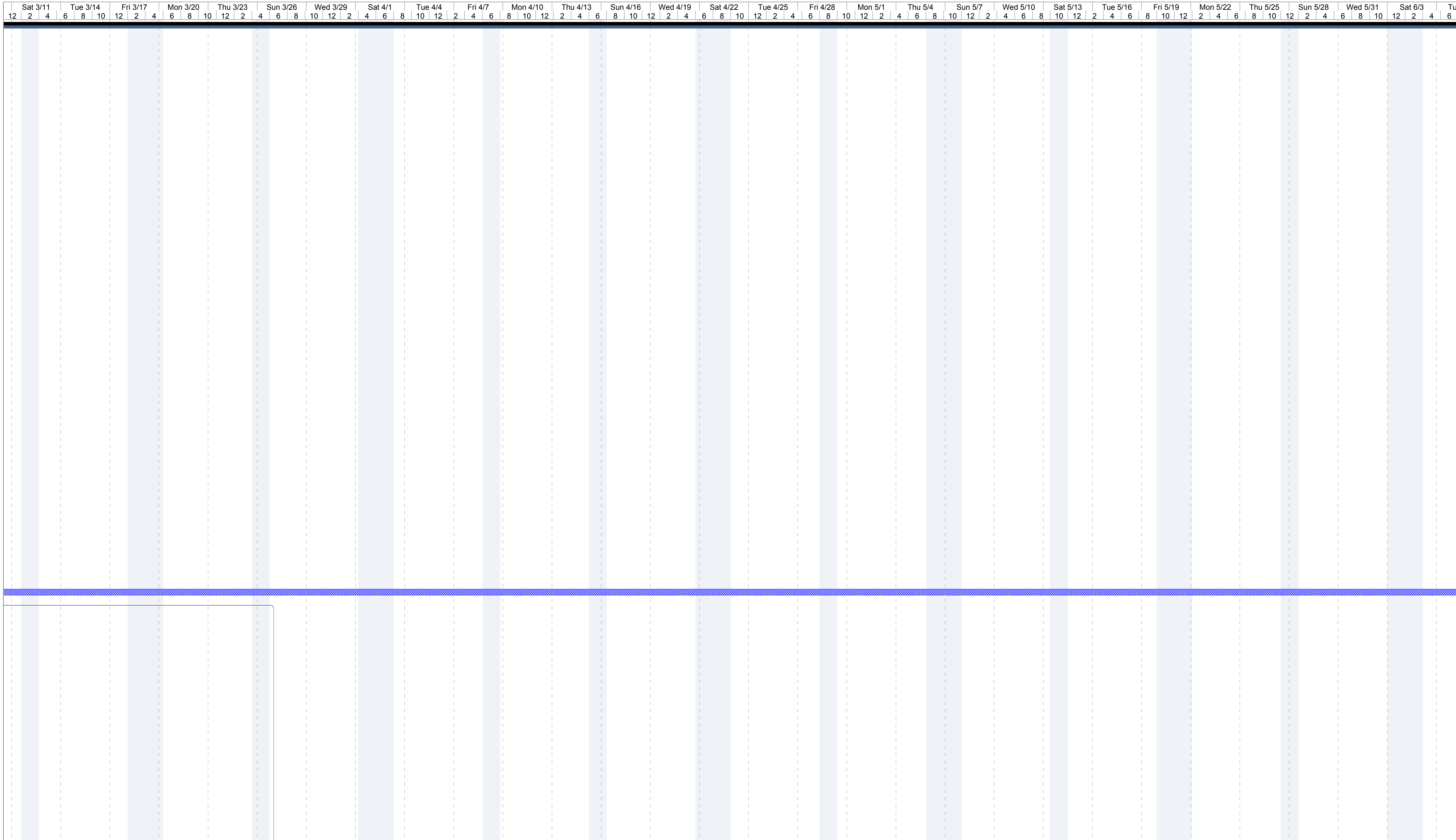

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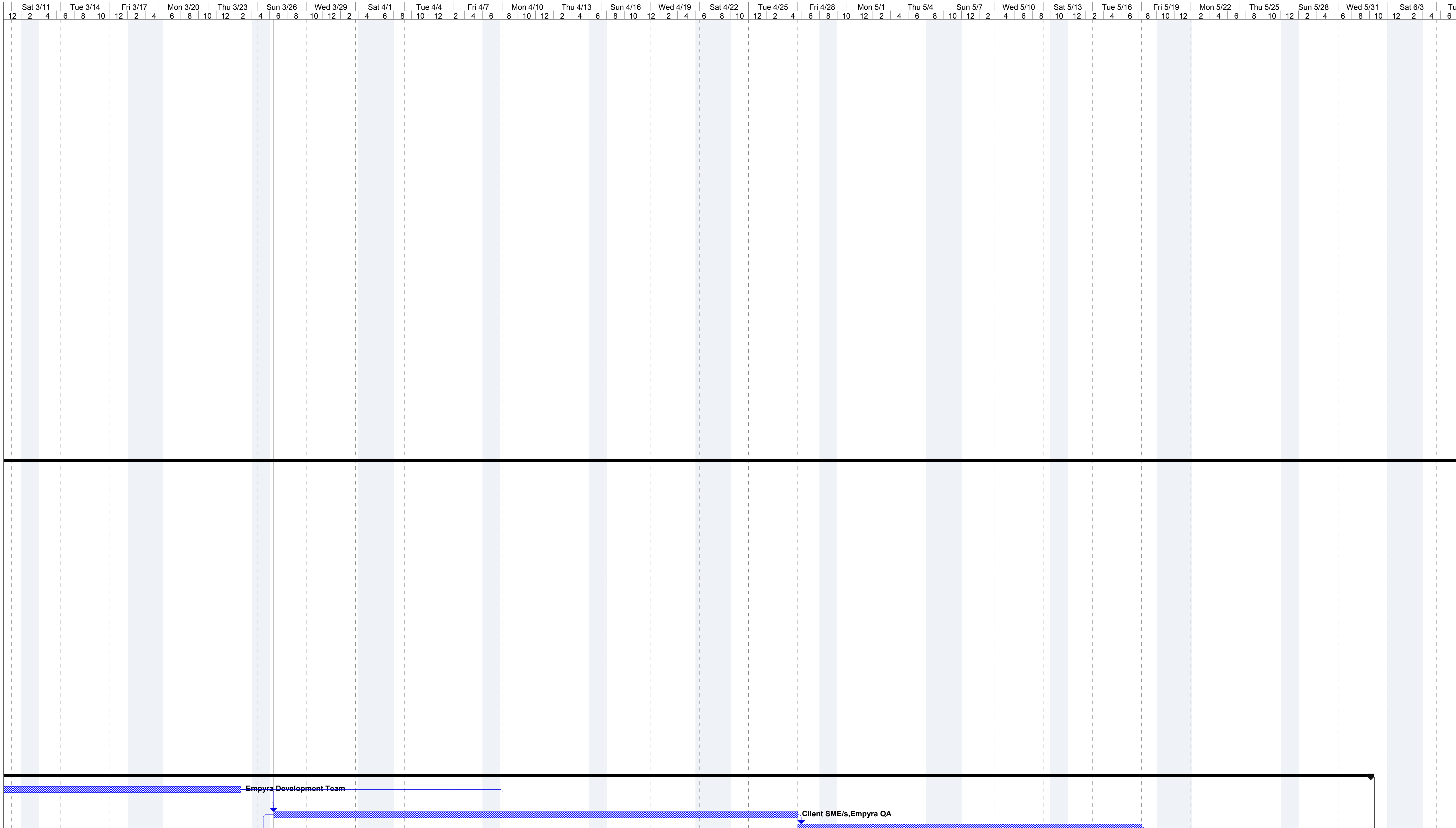

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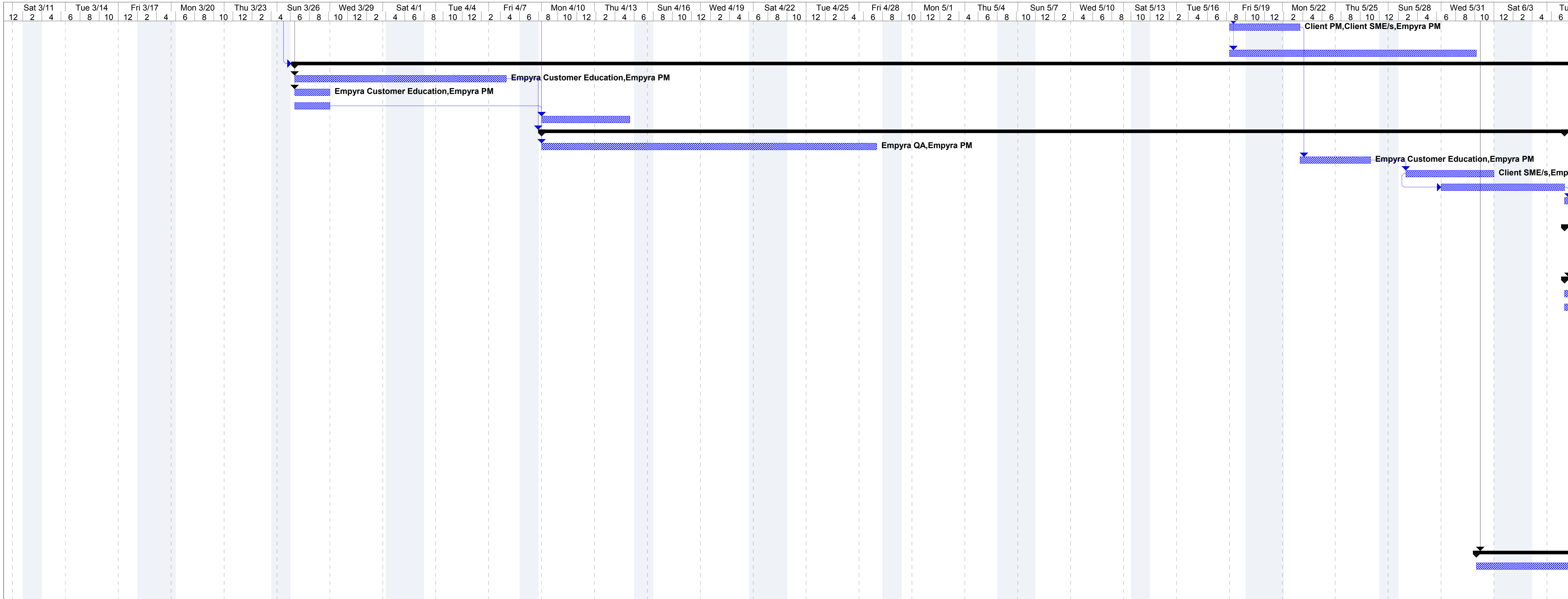

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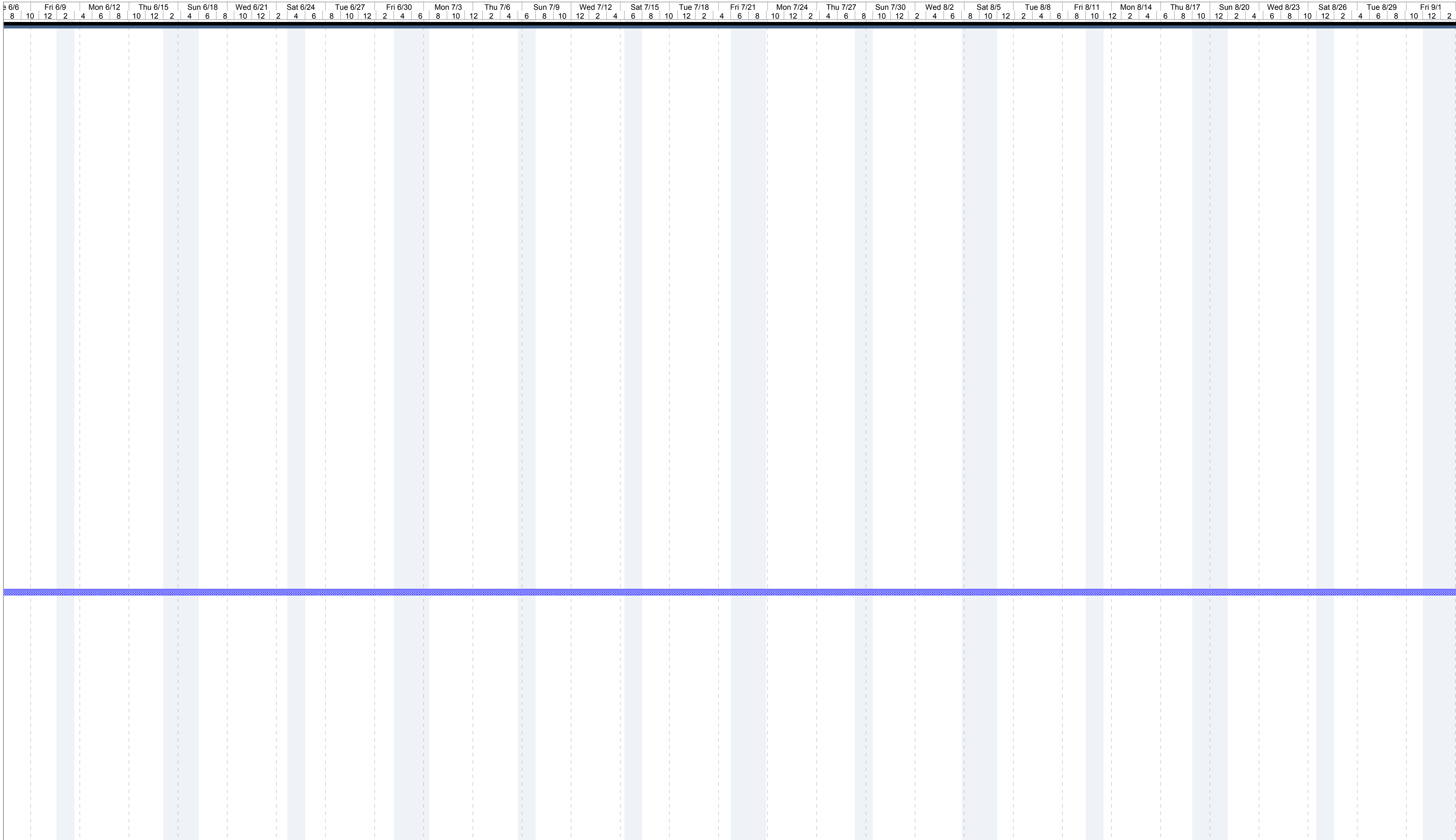

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e 6/6	Fri 6/9	Mon 6/12	Thu 6/15	Sun 6/18	Wed 6/21	Sat 6/24	Tue 6/27	Fri 6/30	Mon 7/3	Thu 7/6	Sun 7/9	Wed 7/12	Sat 7/15	Tue 7/18	Fri 7/21	Mon 7/24	Thu 7/27	Sun 7/30	Wed 8/2	Sat 8/5	Tue 8/8	Fri 8/11	Mon 8/14	Thu 8/17	Sun 8/20	Wed 8/23	Sat 8/26	Tue 8/29	Fri 9/1

8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4 6 8 10 12 2 4

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6/6 | Fri 6/9 | Mon 6/12 | Thu 6/15 | Sun 6/18 | Wed 6/21 | Sat 6/24 | Tue 6/27 | Fri 6/30 | Mon 7/3 | Thu 7/6 | Sun 7/9 | Wed 7/12 | Sat 7/15 | Tue 7/18 | Fri 7/21 | Mon 7/24 | Thu 7/27 | Sun 7/30 | Wed 8/2 | Sat 8/5 | Tue 8/8 | Fri 8/11 | Mon 8/14 | Thu 8/17 | Sun 8/20 | Wed 8/23 | Sat 8/26 | Tue 8/29 | Fri 9/1

yra Customer Education,Empyra PM

Empyra Development Team

Client PM,Client SME/s

Empyra Customer Education,Client PM,Client SME/s,Empyra PM

Project Team (all)

Project: NE_VRCM_Project_Plan_V2
Date: Wed 4/20/16

Task		Summary		External Milestone		Inactive Milestone		Duration-only		Start-only		External Milestone	
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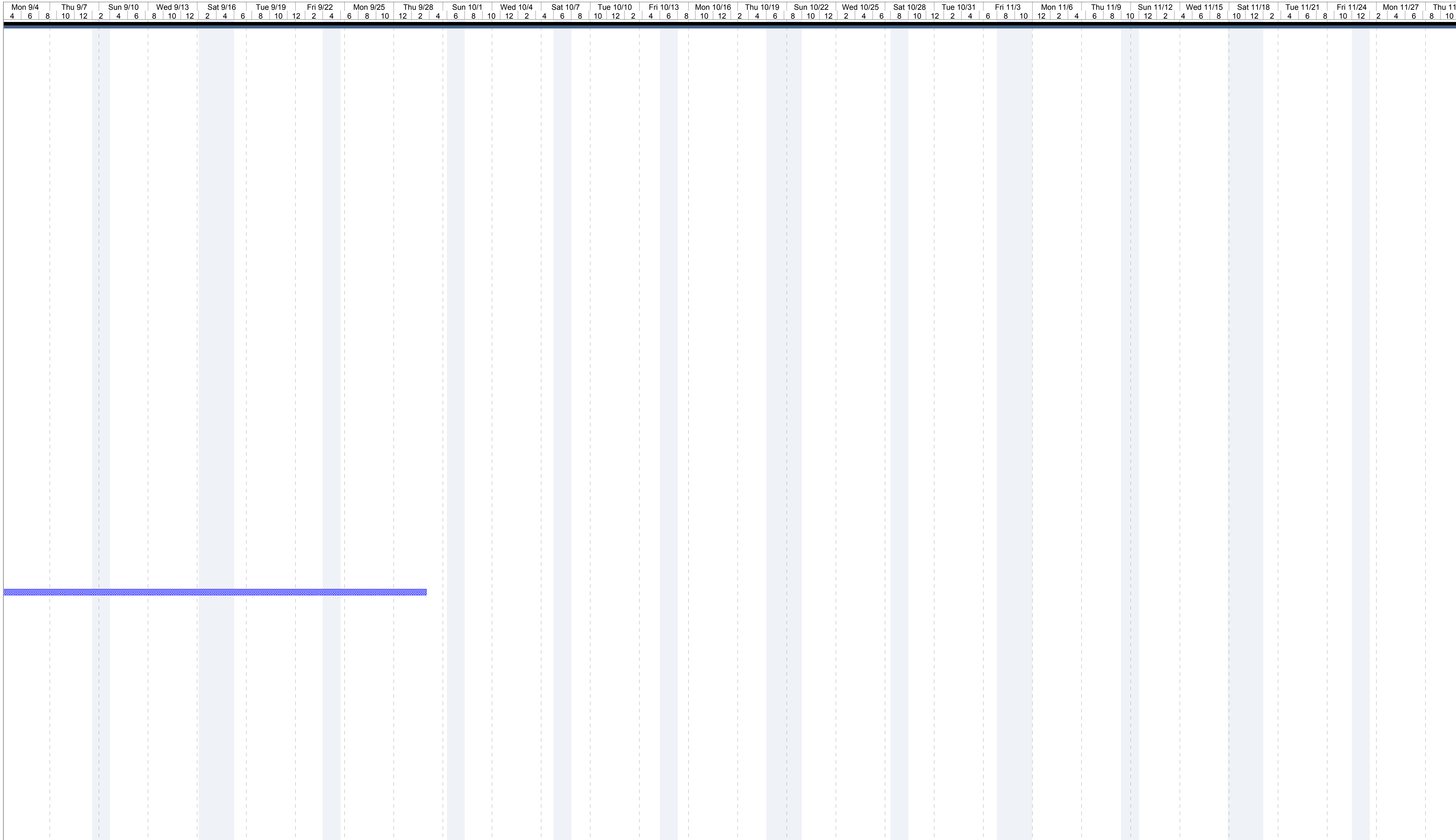

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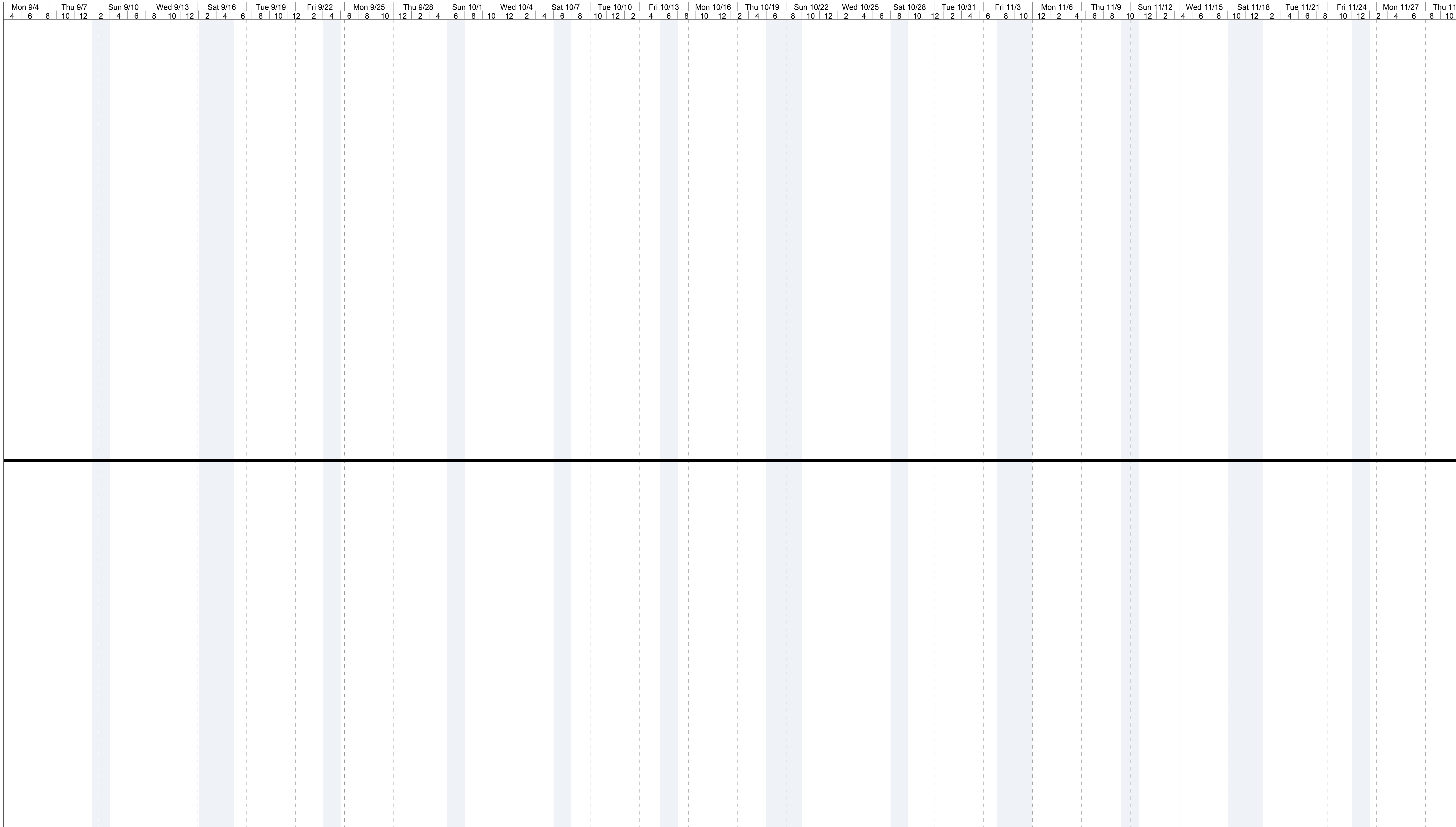

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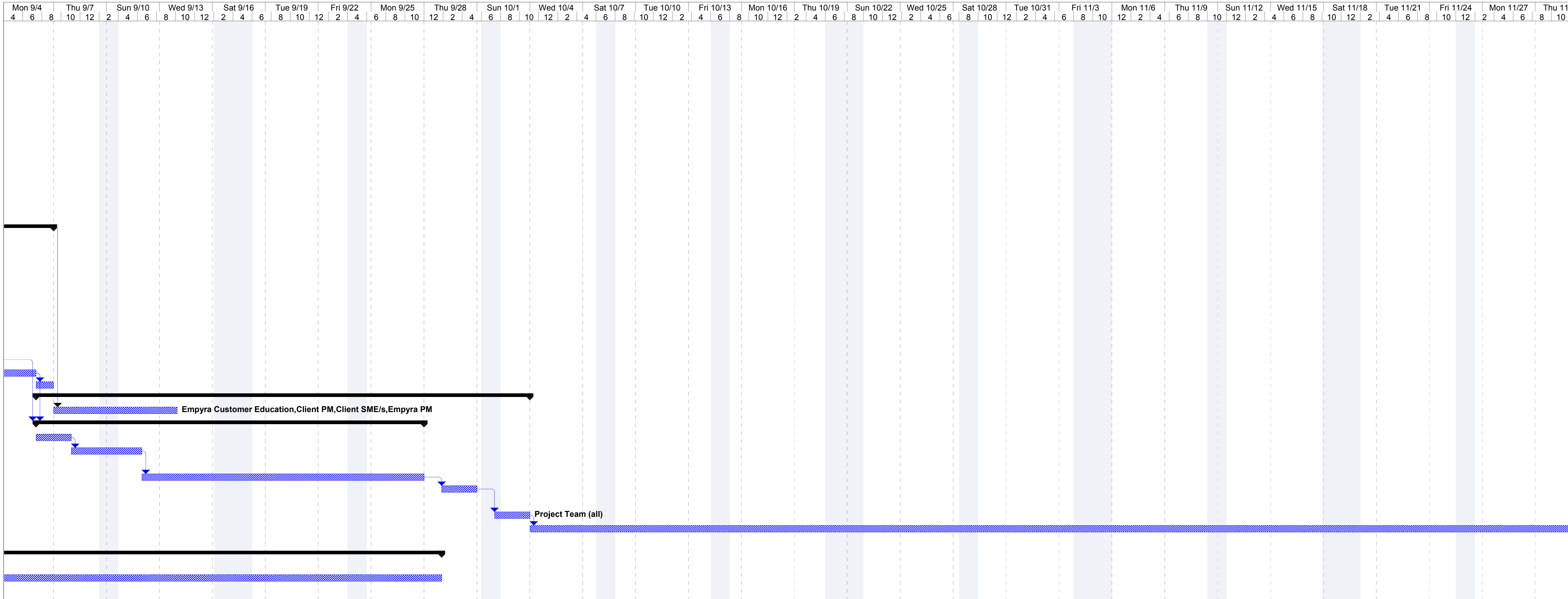

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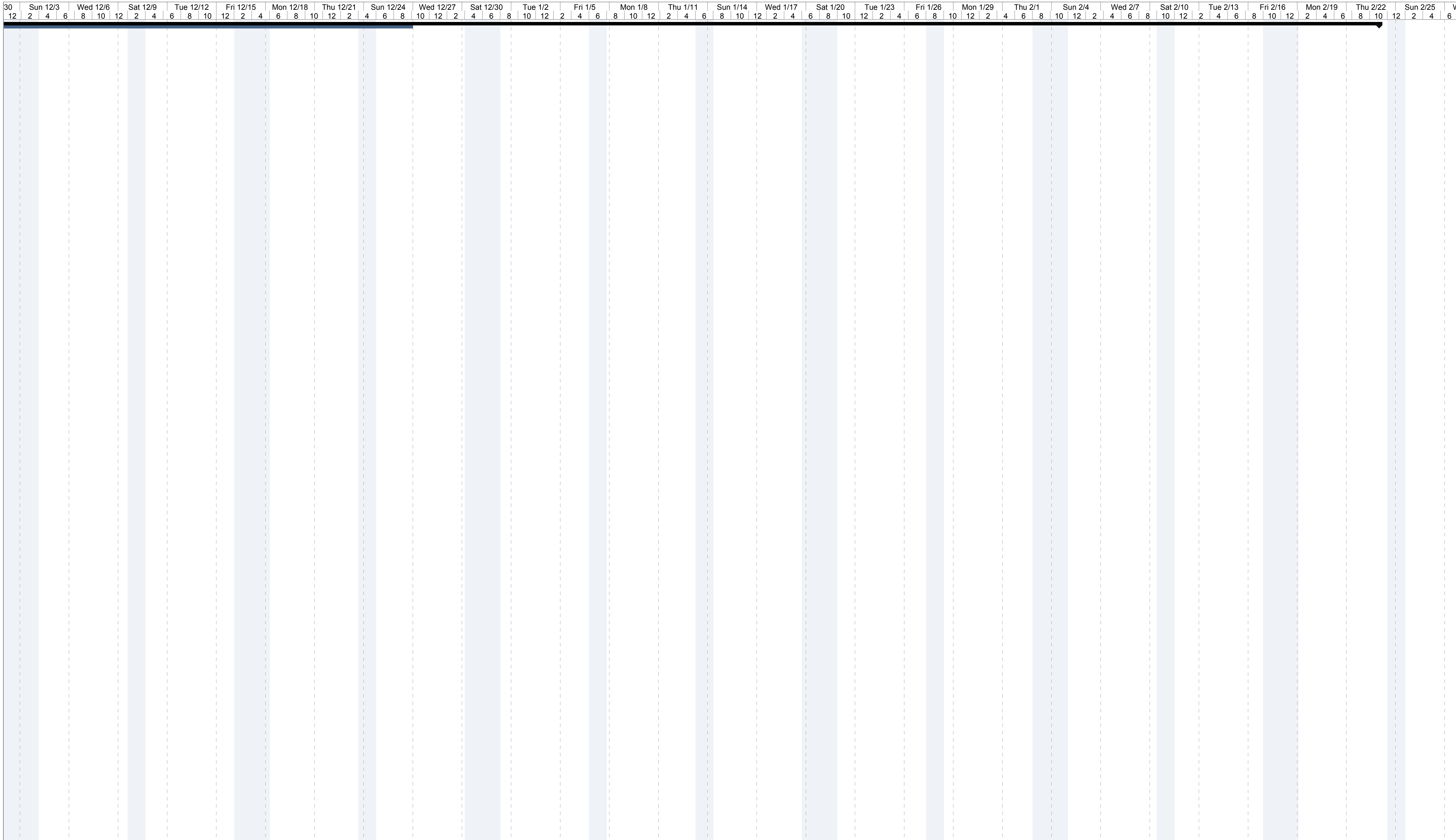

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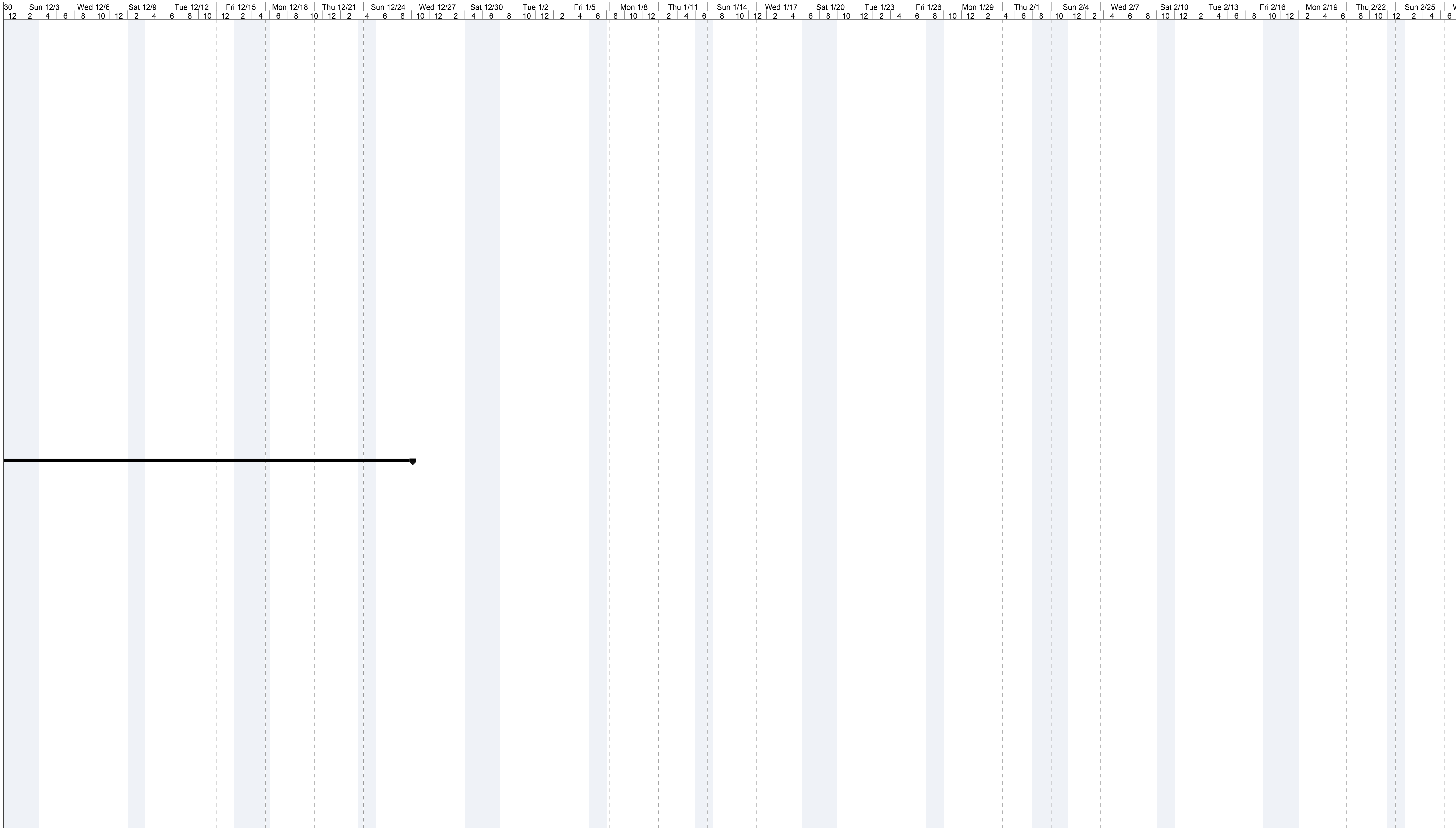

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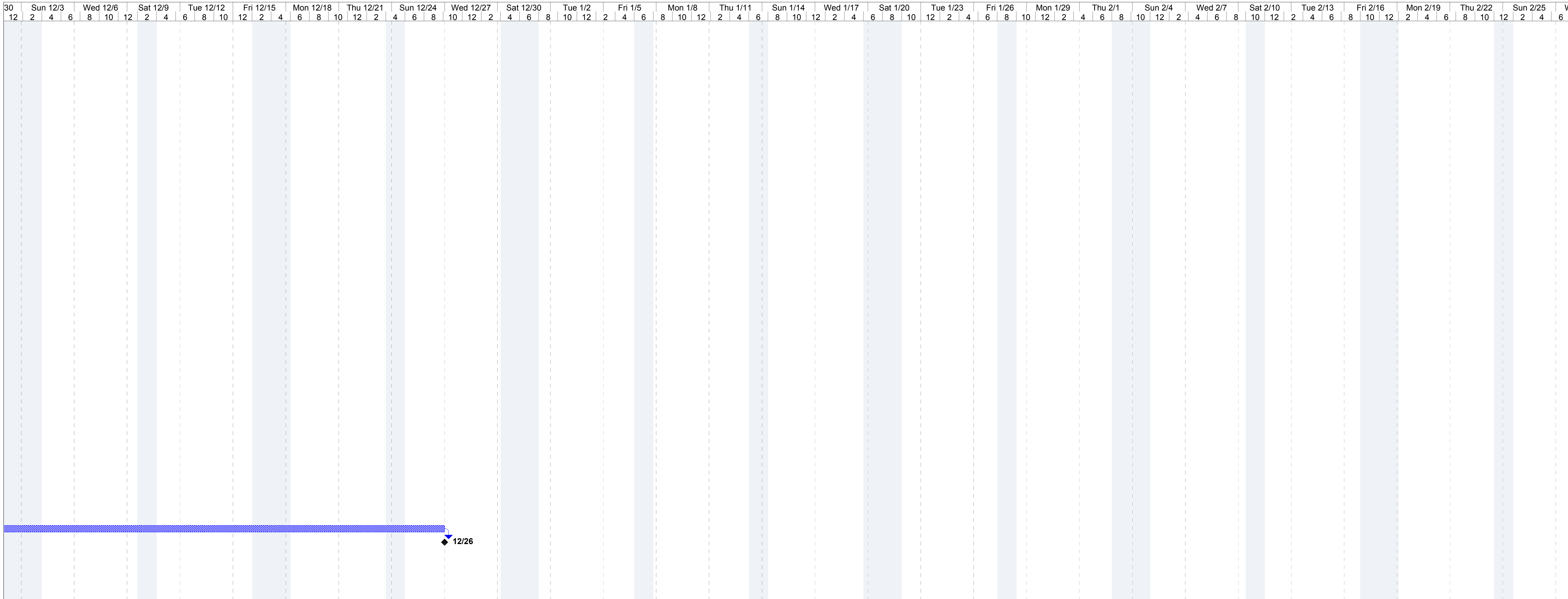

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Attachment A Revised
Option 1: SaaS Solution

Requirements Traceability Matrix (RTM)
Request for Proposal Number 5208Z1

Each of the items in the Detailed Technical Requirement Matrix in the table below requires a response of one of the following options: “Yes”, “Customization Required“, “No”, and “Alternate”. Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and should not change the order or number of the requirements.

The RTM should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The Commission will consider any such response to the requirements in this RFP to be non-responsive. **The narrative should provide NCBVI with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions. Explain each response and describe how the proposed solution meets each requirement and enhances or improves on the current system.**

Check as many boxes as appropriate per requirement, providing pertinent information for each sub-requirement. If Oral Interviews/Presentations and/or Demonstrations are requested, you may be asked to demonstrate each item marked as “Yes”, “Customization Required “, or “Alternate”.

The Bidder Response box should be completed if the response to the requirement is “Yes”, “Customization Required”, or “Alternate”. Bidders may also use it with “No” responses if desired. **Bidders must provide a response directly in the matrix, using as much space as needed.** Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

Yes	Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder’s response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system.
Customization Required	The requirement is not completely met by the product(s) included in the proposed solution but can be met with some customization. Bidder should indicate whether the requirement can be met by the go-live date and describe any other specifics that will aid in evaluation.
No	No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of “No” to a requirement does not eliminate the bidder’s proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee.
Alternate	The “Alternate” option is appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In such a case, it is recommended that the bidder note this in the cost on the Optional Cost Proposal.

1 SYSTEM ARCHITECTURE AND FEATURES

General Statement of Requirements

NCBVI intends to award to a single contractor to provide, operate, and support a customized web-based SaaS CMS that accepts and processes client information in real-time and provides cutting edge technology that is accessible, easy to understand, and provides history. The system should be able to create various reports and to provide features that allow ease of use.

RTM #	System Architecture and Features	Yes	Customization Required	No	Alternate
SAF-1	Bidder should provide a high-level description (and optional diagram) of their proposed system to provide a centralized CMS	✓			

Bidder Response:

EmpyraWorks is designed to be fully web-based and will work statewide for all staff, customers, employers, and partner organizations. Empyra has designed and built both local and statewide case management systems. Our platform is designed to provide a centralized statewide management system with local agency optimization. This allows for coordinated management and oversight with local empowerment and flexibility. In addition, our business rules module allows the State to manage business rules centrally as well as at a local level. The EmpyraWorks platform has a modular design but the capabilities work together in an integrated fashion – for example, after a customer registers for an event (using the Event Management module), the workflow can be set up to send a communication (email) to confirm registration. Each module contains its own business rules, processes, security access levels, and reporting, while sharing that data between other modules. Empyra takes tremendous pride in our ability to deliver a seamless experience across all modules. Our modules include the following areas to provide a comprehensive case management experience, all of which can be turned off or added throughout the life cycle of the project:

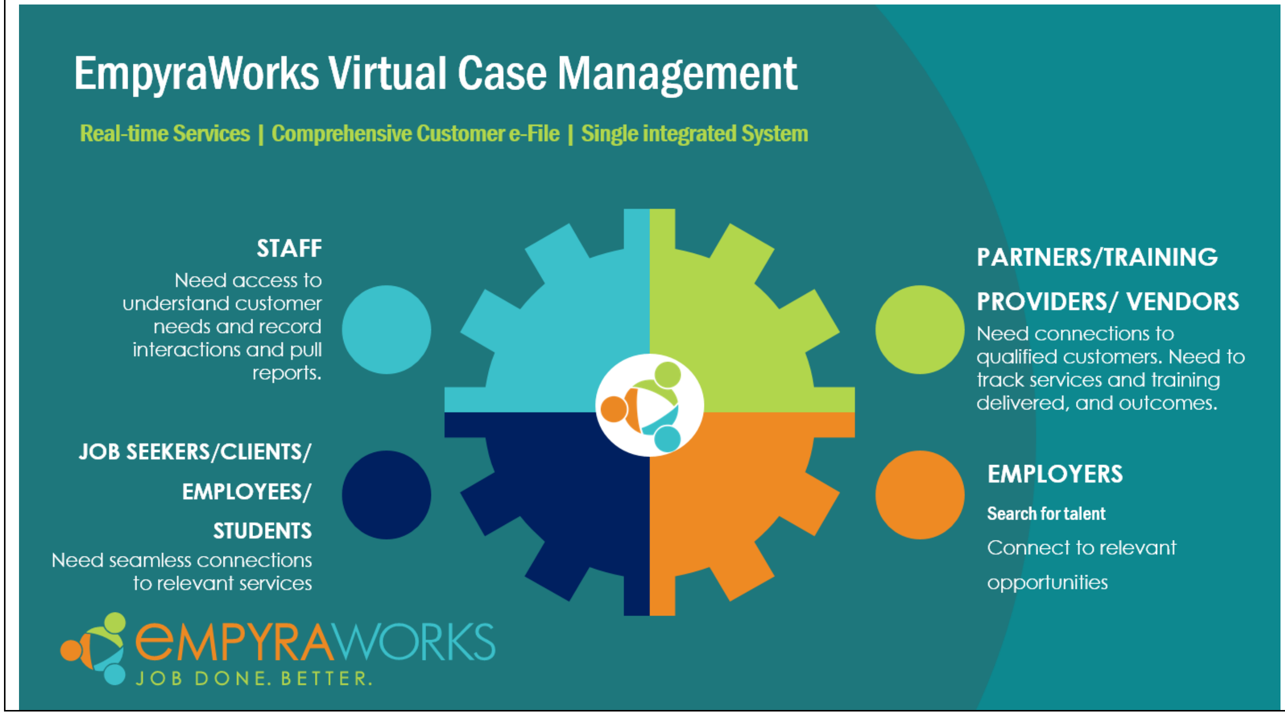
- Document Management
- Service Delivery
- Event Management
- Content Management
- Request Queue
- Federal/State and Ad Hoc Reporting
- Program Eligibility & Enrollment

General Statement of Requirements

- Data Collection
- Common Intake
- User Management, Security & Audit Tracking
- Communications
- Mobile My Plan
- Insights & Analytics
- Fiscal Management

The platform includes a customer mobile app to enable clients to access their plan any time from any location with a smart phone or tablet device. The EmpyraWorks platform supports the configuration of new programs to meet the needs and criteria of each program.

Below are a few diagrams to help understand the structure of the EmpyraWorks Platform, showing the portals:



<table>
<tr><th colspan="6">General Statement of Requirements</th></tr>
<tr><td colspan="6">The EmpyraWorks Modules are shown in the below Diagram:

</td></tr>
<tr><td>SAF-2</td><td>Bidder should describe how their system allows
Archiving and purging of records based on retention schedules
Retrieval of archived records
Real-time electronic signature capability
Easy passing of information to calendars and emails
Easy access to general documents (e.g., NCBVI Policies and Guidelines)
Allows work on multiple open documents, multiple clients, and/or multiple forms at the same time
Provides spellcheck for documents and free-form data entry fields</td><td>Yes
Yes
Yes
Yes
Yes

Yes

Yes</td><td></td><td></td><td></td></tr>
</table>

General Statement of Requirements					
	• Interface with postal address verification software to validate postal addresses • Interface with SSA to automate verification of SSNs and SSI/ SSDI recipients	Yes	We will develop the interface w SSA		

Bidder Response:

EmpyraWorks is built on a SQL Server Database, which provides high scalability and can handle terabytes of data. Data in the system can be marked with statuses such as inactive/archived, etc. However, we do not purge the data as the cost of data storage is significantly less than the cost of purging data and spending staff time to retrieve purged data from past backups. As all the data will still be in the database, users can retrieve such data if they have the security to see such data in those statuses by using the appropriate filters to pull up the required data.

EmpyraWorks supports electronic signatures by having the user put in their username and password as a method of signature. We can integrate signature pads or mobile app signatures but that will require that customers signing must come to an office or have a smart phone that can run a mobile app. To increase accessibility, we have incorporated password signatures, which were acceptable to the DOL.

EmpyraWorks can send calendar appointments to the user's phone calendar via the mobile app and to send other communications. via email. Users can easily access documents that are needed, and can upload documents to link to a customer record. EmpyraWorks enables staff to work on multiple clients at once by using multiple browser tabs for different customer records. Similarly, as documents are opened, they can be opened in new tabs, enabling staff to have as many open as needed. EmpyraWorks has built in spell check for large fields such as notes and text description fields. As documents crated elsewhere are objects that are stored, they are not spell checked in our system as they are expected to be spell checked at source. EmpyraWorks integrates with Google address verification services in real time.

Empyra will create the web service request to verify SSN with the SSA using the CBSV interface specification. We have developed many web services interfaces and have reviewed the interface specifications and expect to be able to develop and test this in approximately 4 weeks.

2 CASE MANAGEMENT

<table>
<tr><th colspan="6">Project Requirements</th></tr>
<tr><td colspan="6">The awarded contractor must, at a minimum, continue to provide the current services to clients and NCBVI staff.</td></tr>
<tr><th>RTM #</th><th>Case Management</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>CM-1</td><td>Bidder should describe, and provide diagrams and/or screen shots to show, their system’s workflow set up and processing, particularly as used to
• Assign unique, sequential case #
• Require unique SSN (or assignment of a ‘proxy’ SSN)
• Enter various client information (e.g., demographic, eligibility, closure)
• Manage an Order of Selection process which includes:
o assignment of clients to established priority groups
o system edits related to restricting movement of clients beyond eligibility status when in a closed priority group
o notification to clients concerning priority group assignment and resulting service restrictions
• Assign and advance status of a case
• Create authorizations only at appropriate stages in the case management process
• Apply restrictions for case closure
• Apply requirements at time of closure (e.g., identification of no-cost services)</td><td>✓

Yes
Yes
Yes

Yes

Yes
Yes

Yes
Yes</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response:
EmpyraWorks creates a case in the background when a customer is enrolled in a program, if he/she is not already assigned to a case, and assigns a system assigned case number. The conditions for closure of the case can be configured. All client information is presented in organized tabs – Demographics/Profile (where the fields can be configured), forms/documents, services, programs, case notes, assessments, IEP, etc. See screenshots for more information.</td></tr>
</table>

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
CM-2	Bidder should describe, and provide diagrams and/or screen shots to show, the structure, functions, configurability, and processes of their system to handle client information, to include • Providing flexible search (e.g., partial name, status, case #, address book #, alias, SSN) for clients • Allowing summary view of a case, with essential information and links to additional detail for each item of information • Allowing views of selected client items (e.g., client narrative, status history) without displaying the entire client record • Providing successful completion and informative error messages • Providing help screens and dropdown menus with valid codes and descriptions • Allowing generation of letters or documents that are compatible with MS Office and customizable • Allowing the ability to link to the State's ECM for emails and/or electronic documents associated with a case • Storing and retrieving all documents associated with a case – these will be read-only • Retaining case history for a client, including o All counselors and transfer information o Maintenance of multiple cases for a client as separate records o Tracking employment services provided by staff o Tracking assistive technology service outcomes o Contact information and notes – including for closed cases • Allowing user to set up their own reminders/ticklers • Displaying search results for clients/cases	✓ Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes			
Bidder Response: EmpyraWorks provides a basic and advanced search capability. The basic search is the default and is designed to address the needs of most searches. The fields that are displayed in the basic search are configurable and can be configured to include case number, name, status, address, etc. Our text search fields allow partial text eg for name, etc.. The advanced search is designed to					

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
enable staff to search for customers based on any data collected about them, including services provided, profile fields, documents, education, notes, case manager, previous last name (eg for someone whose name has changed), and much more. The results of the search are configurable and can be set to include the columns you desire. The summary view of a client can be configured to include the fields you believe are important to display. Outputs can be configured to include the desired fields that need to be displayed and allow for different views for different roles. Our communication module allows staff to send communication using pre-configured templates where substitution fields can be used – these are fields whose values will be replaced with the value for the individual at the time of sending the email. All services provided by staff can be tracked (including employment services), as well as outcomes. Our system also enables self-service services to be tracked if customers are allowed to have access to their portal. All customer information such as name, address, and fields that must be collected for reporting purposes can be configured in the profile tab. Our Alerts and Reminders module enables the creation of alerts – users can specify the conditions under which to be alerted, and to whom the alert/reminder goes, and the content of the reminder/alert. Please see attachment Confidential Screen Shots.					

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
CM-3	Bidder should describe, and provide screen shots of, their system's workflow set up and processing of caseloads, particularly as used to • Organize and manage client caseload for rehabilitation professionals throughout various office organizational structures • Accommodate transfer of clients between authorized staff • Ability to use selected client information for a new case • Display caseload and case status	✓ Yes Yes Yes Yes			

Bidder Response:

EmpyraWorks makes it easy for staff to see their caseloads, and to work on the tasks they need to perform. We have a request queue that enables authorized staff to assign new clients as needed to staff. The 'Manage Cases' functionality can be used to manage caseloads – reassign temporarily or permanently as needed. Screenshots include:

Dashboard – My cases

Request Queue – for assignment of incoming requests

Manage Cases – for assignment/re-assignment of cases

Please see attachment Confidential Screen Shots.

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate

CM-4	Bidder should describe, and provide screen shots to show, the functions, configurability, and processes of their system to allow
	• Creation of a case with minimal information, assigning next sequential case # and appropriate status
	• Flagging of cases for various situations (e.g., over age 80, significant disability, receiving SSI/SSDI)
	• Notification/alert (ticklers)
	  o Prior to upcoming deadlines for actions
	  o Prior to upcoming client milestones (e.g., client turns 19)
	  o With prompt to send inquiry or follow-up when information has not been submitted
	  o When certain closed or extended employment cases need review
	  o When case has had no activity for a predetermined length of time
	  o When creating a medical authorization for a client with medical coverage
	• Entry of new information or results of reviews
	• Generation of letters of eligibility determination
	• Creation and retention of individualized plans for employment (IPE)
	• Creation and retention of multiple amendments to IEPs
		✓
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes			

Bidder Response:
Cases in Empyra's system are treated as program applications/enrollment. These are initially created with a status of applied and the status can be updated as the person's case progresses. The minimal information required is merely the program and the organization responsible. Profiles can be flagged for various situations as needed using business rules/conditions to dictate when a customer should be flagged. This is available in the profile summary that is visible when setting up the case. Notifications/alerts can be set up as needed for the conditions as separate alerts/notifications can be created for each one. New information from reviews can be added as notes tied to a review service. Letters can be generated using our communications module and communication templates that enable you to set up the needed communications with substitution fields. IEPs can be created in the system using the IEP tab – this supports the creation, approval, revision, etc. of IEPs with tracking of change history.

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate

CM-5	Bidder should describe, and provide diagrams and/or screen shots to show, the structure, functions, configurability, and processes of their system to handle vendors and services, allowing
	• Retention of historical vendor data
	• Flexible search (e.g., partial name, within parameter-limited area) for vendors, with display of all contact information and addresses
	• Generation of authorizations/purchase orders for services, to include:
	• Provision of dropdown lists of service options to be selected
	• Addition and retention of description to supplement system's dropdown lists of service options
	• Selection of the correct fee to assign to an authorization, depending on the vendor, service type, and date(s) of service.
	• Ability to enter multiple line items
	• Completion of authorizations/purchase orders
	• Allow voiding of authorizations/purchase orders
	• Grouped authorizations to purchase items/services for multiple clients and associate those costs with multiple caseloads and clients covered by the grouped authorization
	• Generation of notifications to administrator
	  o For delivered services
	  o For authorizations/purchase orders more than a predetermined # of days old
	• Display of search results for authorizations/purchase orders
	• Set status of backdated authorization to 'on hold' until approved or denied
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
		Yes
			System does not currently support date ranges for fees.
			Yes
			We will have to add grouping of authorizations to assign to caseloads.		

Bidder Response:
Vendors are created and stored in the system – we also refer to them as service providers if they provide services. Historical data on vendors including entered transactions, communications, documents, etc. are all stored. Our system provides a flexible search capability including partial name search, dba, as well as a number of other search fields. The display of search results can include the fields desired as it is configurable. Authorizations/Purchase orders can be rendered against the available budget – the

RTM #	Case Management (cont.)	Yes	Customization Required	No	Alternate
authorizations include service authorizations and job search authorizations. Services can be set up as needed, including descriptions for each service. We also have standardized service description templates that staff can fill in, enabling the required elements to be documented consistently. When setting up service providers, the standard fee for that vendor for that service can be set up and these will be used to pre-fill the dollar amount of the authorization. Ed, what about multiple line items? Authorizations can be approved and then purchase orders can be printed. Payments can be tracked against approved authorizations. Authorizations can be voided if there are no payments already entered against the authorization. We will make changes to support grouped authorizations to purchase items/services for multiple clients and associate those costs with multiple caseloads and clients covered by the grouped authorization. Our Alerts/Notifications module enable staff/administrators to set up the required notifications based on conditions as needed. Authorized users can search for authorizations/purchase orders as needed, and can change the status of authorizations to approved/on hold/ etc. Please see attachment Confidential Screen Shots.					

3 APPLICATION SECURITY AND ADMINISTRATIVE FUNCTIONS

<table>
<tr><th>RTM #</th><th>Application Security and Administrative Functions</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>AS-1</td><td>Bidder should describe, and provide screen shots to show: the administrative functions and processes of their system, to include allowing the NCBVI Administrator to
• Define role profiles to designate specific permissions for staff member access
• Configure:
o Which screens are visible to staff based on role profile
o Which fields (including vendor address book number) can be modified, based on role profile
o Which reports can be requested by staff based on role profile
o Session time out feature
o Data validation criteria
• Add, modify, and remove individual users or user profile security levels
• Add, modify, and remove commonly used dropdown text items (e.g., for services), help narratives, and data elements on screens/forms
• Set or modify business processes/rules by program
• Prevent or limit back dating of selected items (e.g., status change, eligibility)
• Randomly select a portion of a counselor’s caseload for review, based on selected parameters (e.g., status, date range)</td><td>Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response:
EmpyraWorks provides a granular and flexible security model. Security functions can be assigned to roles, and a given staff person can have as many roles as needed to do their job. In addition, the security model defines the data to which the user will have access based on their organizational access. This controls which screens the staff user can see and what data they will have access to within that screen. If different security within a profile is required, the system allows different screens to be defined that can be assigned to different roles. Data validation criteria are controlled at the field level. The role also defines the reports that the role will have access to. The system has a session time out feature that can be set at the implementation level.</td></tr>
</table>

RTM #	Application Security and Administrative Functions	Yes	Customization Required	No	Alternate

EmpyraWorks offers a Channel Administration feature that enables authorized staff to set services (including which ones are active/obsolete), descriptions, help text in screens and set up/modify screens and the data elements on the screen, which elements are required vs optional and the order of the fields in the screen. Our program setup enables authorized staff to define new programs and program years/business rules for eligibility/enrollment as well as define other criteria about the program, such as what services are allowed under the program and when (during enrollment, post exit or both), data that must be collected, and many other aspects that control the behavior of the program (e.g. budgeting by program or organization, documentation required, fiscal behavior, etc.). Our system has settings for the number of days after which a record is locked – this can be set as needed to allow editing for corrections, but to lock it after a period so that audit trail is maintained.

Our system has a feature to select a randomized sample percentage based on selected parameters (this was implemented to support state level monitoring). Please see attachment Confidential Screen Shots.

RTM #	Application Security and Administrative Functions (cont.)	Yes	Customization Required	No	Alternate
AS-2	Bidder should describe, and provide screen shots to show the administrative functions and processes of their system, to include • User authentication • Application security features and levels • Searchable audit trail of user actions • Retention of historical profile information (i.e., a record in the system of who and when changes and updates to client files are made) • Maintenance of district office contact information • Filtering and sorting of authorization lists by various parameters	Yes Yes Yes Yes Yes Yes			
Bidder Response: Please see attachment Confidential Screen Shots. EmpyraWorks maintains an audit trail and it is searchable to authorized users. EmpyraWorks maintains an audit history of historical profile information. Our organization maintenance capability enables each office of the organization to be maintained. Hierarchical organizations are supported. Authorization search provides multiple filter criteria for authorized staff to search for authorizations.					
AS-3	Bidder should describe their system's ability to comply with amended Rehabilitation Act of 1973 to maintain confidentiality of client information.	Yes			
Bidder Response: Empyra's system provides the ability to control what is shared and with whom and what is restricted and how the restrictions apply. For example, we have implemented this solution across all the community colleges in the state of Pennsylvania for a grant (which is now complete) that enabled, in one implementation, all college data to be held while the data was secured to meet FERPA regulations where each college could not see the other's data, but reporting across all could be performed by authorized users. Also, we shared a limited view of students in order to prevent duplicate records if students went to multiple colleges over a period of time. Section 501 requires the sharing of appropriate service delivery data with workforce development agencies and this can be accomplished via configuration. In addition, medical and other information deemed confidential can be protected from sharing. In addition, the system will ensure the de-identification of the individual in reporting as needed. Our system can collect and store medical information in forms and that also can be secured as needed. In addition, our system allows for the re-use of information gathered during eligibility determination for sharing as needed based on the configuration, to ensure optimum employment					

<table>
<tr><th>RTM #</th><th>Application Security and Administrative Functions (cont.)</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td colspan="6">outcomes for people with disabilities. "

Empyra’s system allows creation of forms that can be configured to limit the ability to complete the form. In addition, the system allows for the creation of multiple outputs that can be shared with different roles if needed, providing maximum flexibility into what is shared and what is not with different users/organizations. Medical information can be segregated into particular forms as needed. For profile fields, if it is necessary to pull medical fields into a separate screen, this can be accomplished with minor customization.</td></tr>
<tr><td>AS-4</td><td>Bidder should describe their system’s ability to allow
• user to exit a session and elect to save or discard all previously unsaved entries
• global updating of select demographic information
• simultaneous access to multiple clients and/or forms</td><td>✓

Yes
Yes</td><td></td><td>No</td><td></td></tr>
<tr><td colspan="6">Bidder Response:
As a web application, Empyra’s system does not attempt to track whether changes have been made on a page when the user attempts to close the browser or otherwise change pages. Each edit screen contains Save and Cancel buttons, allowing the user to choose whether to save or discard changes when leaving the page, but we have not attempted to second-guess users when they choose to navigate to another page. When the user clicks on the save button, all information on that screen will be saved. If the user chooses to exit the application, the session will be exited when the last browser window on the application is closed, or when the user clicks on the logout button.

Changing the value of demographic fields, e.g. Single to Unmarried, is done through a change in the system configuration. As fields are stored a numeric values and mapped to the description, updating the description in the configuration will change it throughout the system. In addition, in forms, when we ask for profile information, this is directly updating their profile if so configured. At the point of application, we do snapshot all profile data and application data so that it is maintained as of that point in time for future reporting or comparison of fields for outcome determination.

Multiple tabs or browser windows may be opened to view multiple client records or forms.</td></tr>
</table>

4 FINANCIAL

RTM #	Financial	Yes	Customization Required	No	Alternate
FIN-1	Bidder should describe, and provide examples of, their • Budget tracking by program, by various fiscal periods, by location/district • Rolling of remaining budget balances from previous period to current period • Authorization/purchase order for services/payments by role for view/distribution of funds to caseload or district office • Alerts/restrictions to prevent exceeding budget for authorizations and payments	Yes Yes Yes	 Yes		
Bidder Response: Empyra's solution allows budgeting by organization, program and fiscal period. These budgets may then be split and allocated to individual cases. Once allocated to an individual, authorizations may be created and payments recorded. At all steps, the system prevents exceeding the budget amounts.					
FIN-2	Bidder should describe, and provide examples of, their • Audit trails for expenditures and tracking against budget • Reconciliation reporting • Ability to trace a payment back to the original transaction • Ability to provide specific details of a transaction and associating it with authorizations/purchase orders and case/caseload	Yes Yes Yes Yes			
Bidder Response: Each budget, authorization, and payment requires approval after entry. The person creating the entry and the approver are tracked. Each payment ties to an authorization, each authorization to an individual budget, and each individual budget to an organization/program/fiscal period budget.					
FIN-3	Bidder should describe how their system can be configured to reflect business rules to allow or restrict • Modification to unpaid authorizations/purchase orders • Voiding/deleting/modifying paid authorizations/purchase orders • Authorization or payment on closed cases	Yes Yes Yes			

RTM #	Financial	Yes	Customization Required	No	Alternate
	Describe how the system documents authorization/purchase order revisions.				

Bidder Response: Unpaid (approved) authorizations may revised and the revision history is tracked and visible when the authorization is viewed. Revised authorization require reapproval. Partially paid authorizations may have the remaining amount released or the authorization may be revised, subject to not being decreased below the amount already paid. Paid authorizations may only be modified if the payments are first voided. Authorizations and payments on closed cases are not available – the case must be reopened to include the dates of the authorizations and payment.

<table>
<tr><th>RTM #</th><th>Financial (cont.)</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>FIN-4</td><td>Bidder should describe their system's ability to roll up agency-defined service category financial data into RSA-2 Service Codes for federal required reports.</td><td>Yes</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: The system provides a general classification ability that allows creating classes matching the RSA-2 service codes and applying these classes to the agency-defined service categories. These classes will then be mapped to the appropriate fields on the federal report in the report configuration.</td></tr>
<tr><td>FIN-5</td><td>Bidder should describe how their system encumbers the dollar amount of authorizations/purchase orders.</td><td>Yes</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Authorizations amounts are pulled from the individual budgets, which are in turn pulled from the organization/program/fiscal period budgets. These amounts are restricted and are not available for spending elsewhere.</td></tr>
<tr><td>FIN-6</td><td>Bidder should describe how their system allows for policy requiring client participation in the cost of specified services.</td><td></td><td>Yes</td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: At this time, the system does not provide a feature for requiring or tracking client contributions to the cost of services.</td></tr>
</table>

5 PAYMENT

RTM #	Payment Processing	Yes	Customization Required	No	Alternate
PMT-1	Bidder should describe their system's • Ability to generate .csv transaction files of financial items to be sent to the State's accounting system • Ability to accept .csv files with information from the State's accounting system • Maintain an audit trail of transactions sent to the State's PFC		Yes Yes Yes		
Bidder Response: Empyra has extensive experience with creating import and output interfaces to the system. Empyra will work with State representatives to determine the format of the input and output files. The transactions included in the export files will be tracked to maintain an audit trail.					
PMT-2	Bidder should describe their system's • Handling of payments to clients or vendors based on authorizations or purchase orders • Creation and handling of vouchers • Generation of financial transaction records • Creation of invoices for service suppliers • Handling of refunds from suppliers	Yes Yes Yes Yes	 Yes		
Bidder Response: Empyra's system allows recording invoice information and payments associated with authorizations. These payments (actually payment requests in this environment) will then be exported to the State's PFC. Vouchers may be printed from authorizations. An authorization may be created for recorded services as well as for goods, with associated invoice information recorded. The system will need to be customized to handle refunds.					
PMT-3	Bidder should describe their system's • Authorization of vendors as active and eligible for payment, by role permissions • Retention of historical vendor data • Approval or payment for delivered service • Ability to restrict payment to only active vendors (verified at time of authorization and payment) • Allow full or partial payment to vendor	 Yes Yes Yes Yes	 Yes		

RTM #	Payment Processing	Yes	Customization Required	No	Alternate
Bidder Response: Vendors may be marked active or inactive. In a future customization, it is suggested that this be integrated with the State's vendor system to allow automatic deactivation of vendors that have been marked inactive by the state finance department. As vendors are marked inactive, rather than being deleted, historical vendors are retained along with the previous payments to the vendors. Once an authorization has been approved, invoice information and payments may be tracked against the authorization. Multiple payments and payments not matching the invoiced amount are supported. Authorizations may only be made for active vendors, but payments are normally allowed even if the vendor is no longer active. (The use case is that a vendor provided the services or goods while active.) A change in this behavior would be a customization.					

6 REPORTS, STATEMENTS AND PRINTING

<table>
<tr><th>RTM #</th><th>Reports, Statements, and Printing</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>RS-1</td><td>Bidder should describe their ability to provide reports (see detail in Appendix A), to include
• Processing necessary to produce all Federal required reports
o RSA 911 Report
o RSA 7-OB Independent Living Services
o RSA 2 Program Cost Report
o RSA 113 Status Tracking
• Online availability and on screen manipulation (e.g., sorting, reordering of columns)
• Acceptance and use of date, program, and location parameters
• Ad hoc reporting capability
• Saving new/ad hoc reports for future use
• Exporting
• Accounting/revenue breakdown
• Properly formatted printing
• Reports to be read-only</td><td>Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes</td><td>✓
Empyra has produced Federal reports and extracts in the workforce environment. This experience would be brought to developing the required RSA reports using the same framework.</td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra has worked side-by-side with our case management customers to deliver a highly flexible reporting system that provides real-time access to data. The Reporting module is designed for simple and advanced queries for real-time reporting.

Reports can be standardized or ad hoc. The Reporting functionality delivers an intuitive, easy-to-use experience. The reporting module has reports organized and categorized to enable staff to quickly get to the standardized report they seek to produce. Reporting functionality has been optimized based on utilization of hundreds of case managers and staff to deliver an easy-to-use and productive reporting system.

For example, when creating conditions for reports, we've organized the reporting to include simple and advanced criteria for reporting. Simple is for those reports most typically desired by workforce staff and managers. Advanced allows more complex queries and access to virtually any data field.

Reports can be pre-configured for date ranges, and staff can modify these date ranges for custom reporting periods. All reports are</td></tr>
</table>

<table>
<tr><th>RTM #</th><th>Reports, Statements, and Printing</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td colspan="6">available online and have the ability to use the Ad Hoc reporting tool for screen manipulations for sorting and reordering of columns. There are also options to include line, pie and graph charts with the report data. The EmpyraWorks platform allows for staff to create reports on virtually any data field desired, to include: acceptance and use of date, program enrollment, demographic, organization and location parameters. All the ad hoc reports are able to saved, re run, and

Our reporting engine provides the ability to produce high quality reports that include rich text, images, charts, graphs, and tables. Reports can be printed or saved as PDF documents, and be restricted as Read only reports based on security permissions. All report data can be downloaded in DOC, XLS or CSV formats for further modifications offline.</td></tr>
<tr><td>RS-2</td><td>Bidder should provide samples that show the formats of the following major reports (at minimum)
• Client Caseload Info
• Payment and obligation ledger
• Daily general ledger
    o Obligation
    o Payments
    o Grant info
• Reconciliation of payments</td><td></td><td>✓</td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response:
EmpyraWorks provides a Manage Cases Screen that can be filtered to manage the cases that are desired to be worked on. This includes the ability to see the caseload for a particular case manager or office. Please see attachment Confidential Screen Shots.

EmpyraWorks tracks budgets, authorizations and payments as well as their breakdown and status (recorded, approved). We can provide reports on what obligations have payments and which ones don't. While we do not have a payment and obligation ledger, we do have a fiscal summary (See attachment Confidential Screen Shots) that can be modified as needed to provide the data needed by the State of Nebraska VR.
The fiscal summary can be filtered to provide data for a day, and modifications will be made to meet the requirements for a daily general ledger.

Our system allows authorized users to record one or more payments against approved authorizations (until the authorization is used up). It also allows for the release of unused funds.(Please see attachment Confidential Screen Shots). It is expected that payments are handled by an external accounting system and the details of what needs to be paid can be exported from our system, and payments made can be imported back (such integration is doable but is not included in the scope as we do not have details on the accounting system/its interfaces, etc.)</td></tr>
</table>

RTM #	Reports, Statements, and Printing (cont.)	Yes	Customization Required	No	Alternate
RS-3	Bidder should describe their system's ability to • Allow a user to create and store customized documents (templates) that can be populated with data from the database, and auto filled when possible • Auto fill district office address on letterhead • Create a mailing list • Print envelopes and labels • Print reports in large font or Braille	Yes Yes Yes Yes		No	
Bidder Response: Empyra's system provides the ability to create a communications template with substitution fields that can include profile information, form responses, and information about the sender and his/her organization. When sending a mass communication, a mailing list can be built using the standard search capabilities of the system, including the results of multiple searches. As the system is a web-based system, the browser can be used to control the sizing of the fonts in reports and large font reports can be created in this manner.					
RS-4	Bidder should describe their system's ability to • Allow a user to print or extract a complete case record or case summary to common formats (accessible PDF, RTF, HTML, Word) • Allow a user to print an entire IPE or selected amendments • Allow a user to print an authorization • Prevent printing of SSN on reports or remittance notices that are sent to external entities	Yes Yes Yes Yes			
Bidder Response: Empyra's system provides an option to print a case record, either in its entirety or including selected parts. This is produced as an HTML page, which could be copied into a Word document or printed to a PDF output using standard PDF printer drivers. Empyra's system handles amendments to an IPE using revisions of the IPE. Any revision may be printed. Authorizations may be printed form the authorization screen. For reports, it is impossible to determine the use that will be made of them, so there is no available functionality to prevent printing of the SSN on a report on which it would otherwise be present. Reports to be provided to external entities should be designed to not include the SSN. Authorization templates should also be designed to not include the SSN where appropriate.					

7 ACCESSIBILITY

RTM #	Accessibility	Yes	Customization Required	No	Alternate
ACC-1	Bidder should describe their system's • Non-visual accessibility profile (e.g., JAWS, Zoom Text versions) to comply with Section 508 • GUI technology for data entry.	✓			
Bidder Response: The EmpyraWorks platform is completely 508 compliant. Empyra's platform is using JAWS software. Our System has been tested for out of the box configurations for JAWS. This includes general navigation functions 508 Skip link navigation, and form input and manipulation. Our user interface has gone through several levels of testing and our user interface is also responsive in nature. GUI for data entry has been tested to conform to any peripheral devices used for textual inputs, and arrow/ tab key navigation structures. This includes general keyboard and mouse utilizations as well.					
ACC-2	Bidder should describe their system's • Navigation • Operating controls • Error and informational messages	✓			
Bidder Response: Our Portal navigation is defined as left side navigation with in context sub-menu structures. Operating controls are those defined as typical PC peripheral GUI controls. Error and informational messaging is utilized in a two part visual as well as focus read for JAWS and other accessibility tools. Messages display at top of active section, underneath active form input, and as an addition to title/ alt tags for the labels and inputs associated.					

8 TECHNICAL

<table>
<tr><th colspan="6">Technical Requirements</th></tr>
<tr><td colspan="6">The contractor must meet the technical specifications as described in Section IV.F. of the RFP.</td></tr>
<tr><th>RTM #</th><th>Technical</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>TECH-1</td><td>Bidder should describe their Business Continuity and Disaster Recovery Plan, which should include
• Provision of 2 sites with Tier III or above classification
• An annual test of backup, failover, and disaster recovery procedures</td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra has reviewed the document that is referenced in Section IV of the RFP regarding the Tier 3 classification. Our servers are hardened and the servers are all Enterprise class servers with dual network cards, dual power supplies, dual fans, multiple processors etc. In addition our data centers are SSAE 16 – SOC Type II certified by an independent auditors. The data center is monitored 24x7 and is under video surveillance. Physical access is restricted using bio metric authentication and only limited number of people are given physical access to the building basically the access is restricted to only system and network administrators. There are backup power generators at the data center and our servers are connected to the live and the backup generators to have power to the servers all the time. Same with network providers – there are 3 different network providers that come in to the data center etc. Redundancy is established across the stack with primary and secondary firewalls, primary and secondary load balancers, web servers are lined up under the load balancer should one of them go offline the load balancer automatically would send the next request from the user to an alternate web server. The DB Servers are clustered in an Active – Active scenario. All the data resides on a SAN with fiber channels connecting to the other servers. Empyra does an annual test of the backup and failovers and test the disaster recovery procedures as mentioned in the requirements.</td></tr>
<tr><td>TECH-2</td><td>Bidder should
• Acknowledge that the State is, and will remain, the owner of all data maintained on the database
• Describe their ability and plan to retain data per Federal regulations and maintain its integrity and accessibility to the State
• Provide a high level data recovery plan emphasizing data and system recovery timeline</td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra acknowledges that the State is and will remain, the owner of all data maintained in the database. Empyra uses industry standard relational database – Microsoft SQL Server. Empyra is also in the process of moving from SQL Server 2012 to SQL Server 2016. SQL Server 2016 has advanced capabilities such in memory storage to improve performance.</td></tr>
</table>

Technical Requirements

SQL Server is clustered using an Active – Active clustering software. Empyra also uses SAN which is where all the data is stored. The data is replicated across servers and redundant enterprise class servers are in place for maintaining the data and it will be accessible to the state at all times.

In terms of recovery timelines, if there is a disaster in the main data center the secondary data center comes online. The data is replicated using SQL Server so the data and the application are already in place in the secondary data center. This enables us to bring the secondary data center online with minimal disruptions. However, the DNS has to be changed to point over to the secondary data center and it is a fairly simple process to do that and the service will be back up and running in a matter of minutes. We have tested it and it takes less than 30 min to an hour to get all the services back up and running. Empyra has been providing its application as a hosted application from our data centers for the last 15 years. Over the years Empyra has made significant investments in its infrastructure and have ensured that its architecture is redundant and scalable across all the tiers across the stack ensuring that the uptime is 99.99999% providing our customers the peace of mind that their data is secure and retrievable over the years. It should also be noted that the data center is SSAE 16 – SOC Type II certified.

TECH-3	Bidder should describe their data storage, replication, and backup services, which • Must be located in the United States • Should use leading technologies, to include a high-speed SAN fabric, secure file transfer process, and a minimum monthly backup of all databases	✓			

Bidder Response: Empyra’s databases are stored on a SAN with GB network connectivity between the servers and the SAN. For file transfer between our servers and clients all data is transferred using a Secure FTP server. All communication between the server and the browsers across the board is encrypted using SSL connections. Data is stored on a SAN that has redundancy built in and also the disks are RAID enabled. The SAN is connected to the servers using a Gigabit backplane and uses fiber connections for performance. The datacenters are in the US. The replication of the data is done using a separate dedicated network connection. The data will be available at the replicated data center in a matter of minutes. Empyra backups the data every night to a secure disk where the disk is encrypted. Backup Drives are stored securely in an offsite storage. A monthly backup is taken on the last day of the month and the disk is stored in a secure offsite storage facility.

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate
TECH-4	Bidder should describe, and provide a diagram of, the architecture of their hosted environment, to include • 3 separate environments - development, CAT/T, and production; if an alternative environment structure is proposed, bidder should explain how a stable CAT/T environment can be maintained while development work might be continuing; • Software and hardware components • Integration with Nebraska Directory Services (NDS) • Website • Browser compatibility Bidder should include a list of additional software (e.g., Adobe Reader, software plugins) and supplemental/specialized hardware required to use their system.	✓			

Bidder Response: Empyra's logical architecture diagram is shown below. There will be a minimum of 3 environments – however, Empyra will provide a 4th environment that will be used for training. The environments and their usages are described below:

1) Development - Will be used by the Empyra team for configuring the solution to meet requirements
2) UAT/Preproduction – Will be used by the State team to validate the configuration and sign off on the requirements and also test integrations to other state systems
3) Training – Will be used strictly for training the state team on a stable build and can be used by the State for demos to key stake holders etc. – this will also be tied to other state systems similar to the UAT environment that will be maintained. This enables the users to have a clean end user experience with respect to integrations and data.
4) Production – will be the production environment

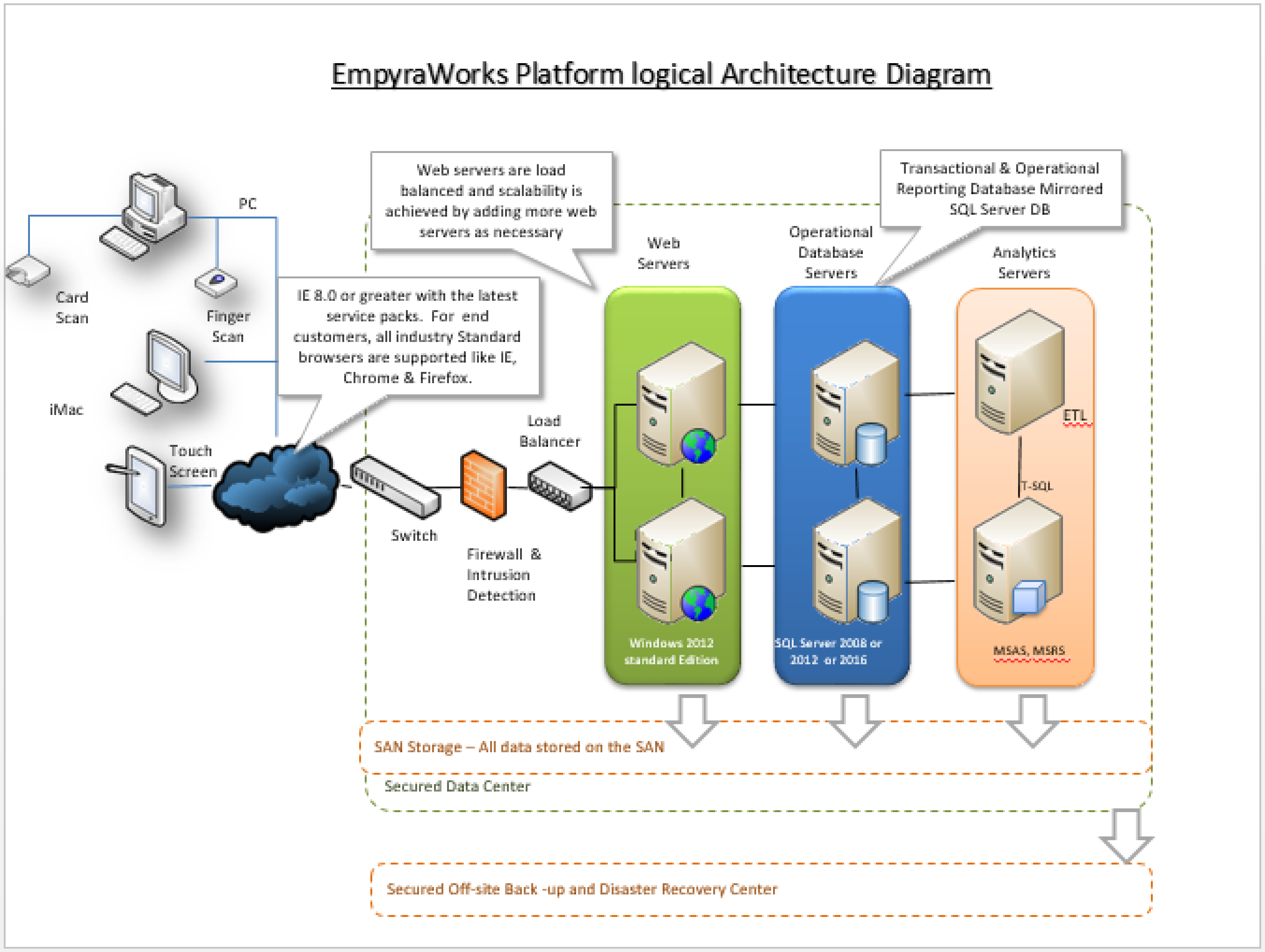
The hardware components within our architecture includes the following:

1) Firewall (Primary and secondary)
2) Load balancer (Primary and secondary)
3) Multiple switches
4) Web & Application server (multiple servers – Enterprise class servers)
5) Database Servers (Clustered for High Availability)
6) SAN

All of the above components have redundancy built into it and there are multiple servers at each tier. Developers configure the

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate
system to meet the requirements and QA it and then the code is moved from Dev to UAT. Empyra's QA testers work with the state UAT team and test the integrations and also the configurations. Any and all bugs found will be raised in Empyra's JIRA system where the bugs are tracked, triaged and closed. Once the configuration / code is fixed, the code is rolled out to UAT where the testing begins again. This iterative process continues till any and all configuration issues are addressed. The state's UAT team is then requested to test and sign off. Once the state team signs off on the code, the code is moved to Training environment where the state can start training their end users. Only stable code will be moved to the Training environment. Once all the sign offs and integrations are tested, Empyra Project Managers will work with the State Program Management team and plan the cut over to the new system.					

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate



Empyra will integrate the system to the State's Active Directory system. Empyra has done integration to Active Directory Systems for other customers.

The software components on the server are as follows:
Windows 2012 Server

RTM #	Technical (cont.)	Yes	Customization Required	No	Alternate
MS SQL Server – 2008 or 2012 or 2016 Visual Studio - .NET EmpyraWorks software Adobe Acrobat PDF software All industry standard web browsers i.e. Internet Explorer, Chrome, Firefox, Safari are supported for the clients There is no additional software that is required to be installed.					
TECH-5	Bidder should describe their maintenance plan, including • Scheduling for updating, enhancing, and modifying their system in response to technological advances and the need for additional features, at no additional cost, to improve efficiency and ability to meet the NCBVI's requirements • Monitoring for availability of upgrades offered by the hardware and software vendors • Error trapping for the diagnosis and resolution of system and application errors • User transaction logging	✓			
Bidder Response: Empyra typically releases one update every quarter. These maintenance releases are scheduled ahead of time with all of our customers. Empyra stays current and upgrades its systems constantly and performs maintenance in terms of hardware. Any security upgrades released by hardware and software vendors are first evaluated on Dev and if everything checks out fine then the same updates are installed on UAT and Training environments and once approved by the State, the updates would be installed on the production environment. The install on the production environment will be scheduled and coordinated with the state. Auditing is a function of the EmpyraWorks platform and based on what the State wants to track, logging can be turned on for the required fields. Every user transaction is tracked in terms of who created, updated the record etc. Turning on Auditing for certain fields will track who deleted the record too. In terms of Error trapping any and all errors are trapped and written to a table. This allows the developers to analyze and determine the root cause of the errors within the application.					

<table>
<tr><th>RTM #</th><th>Technical (cont.)</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>TECH-6</td><td>Bidder should describe their security safeguards
• For protection of the confidentiality, integrity, availability, and privacy of information collected, stored, and used
• Addressing server security, access control
• Compliance with NITC's information security policy
• For protection of Personal Identifying Information (PII)</td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra does take security seriously. Empyra does encrypt the data when it is transmitted all the time. Use SSL certificates for transmissions. In terms of confidentiality and privacy – all PII data for example SSN, Password etc are encrypted and stored within the database. The servers are stored in a SSAE 16 – SOC Type II certified, secure data center. Physical access to the servers are restricted to only the Network and System administrators. Access to the data center is monitored 24x7 and access is also restricted using biometric authentication. Backups are encrypted and stored at an offsite secure storage. Empyra has reviewed the NITC policy and is confident that the policies set up by Empyra follows the standards that are being requested by the State. For example separation of the dev, test, prod environments, monitoring logging, server hardening, security software protecting against virus, malware, spyware etc., protection against malicious code, Pen testing, Intrusion testing and Intrusion prevention software is being used.</td></tr>
<tr><td>TECH-7</td><td>Bidder should describe their ability to
• Provide sub-second response time to the State's firewall 95% of the time
• Provide a performance report on a quarterly basis, or as requested
• Use redundant network connections
• Provide backup power via redundant power sources
• Protect the physical security of the facility</td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra's servers are located in a data center that is SSAE 16 – SOC Type II certified. The data center is monitored 24x7 and requires biometric authentication for access. Empyra gives physical access to the servers to only the system administrators and network administrators. All people who have physical access to the system have undergone a background check and drug testing. Periodical testing is also performed to ensure compliance. The data center has internet connections from 3 different providers and if there is an issue with one of the networks then the network is automatically switched to another network. Alternate power is also available in the data center. UPS is available to the data centers. Diesel generators automatically kicks in if there is an interruption in the power to the racks from the electric company guaranteeing 24x7x365 days power. Sub second response times to the state firewalls is guaranteed. Empyra agrees to provide quarterly performance reports or as requested by the State.</td></tr>
</table>

9 PROJECT PLANNING & MANAGEMENT

Empyra believes that the best approach to an implementation project of this size and scope is to reduce risk and deliver value early, and ensuring open and shared communication, which will be facilitated by a shared collaborative project management environment. To accomplish this, we have selected an ideal implementation plan with a high level phase to kick off the project. Working with the State of Nebraska, Empyra will implement a collaborative shared project management environment, project workspace, and processes to ensure smooth execution, communication, management and delivery. Empyra will follow this with an intricate testing phase, maintained during our support and optimization stage. Empyra reduces risk by ensuring that every deliverable has multiple reviews and continuous communication. By using this approach, Empyra can ensure that the data migration and development of interfaces and appropriate Federal reporting will have the necessary additional time. During the initial phase of the project, Empyra will discuss priorities and detailed requirements with the state team and ensure that our project plan focuses on high risk items as early as possible. All deliverables include customer review of the solution at regular intervals to ensure a smooth approach. Work on all the phases will begin and run in parallel after the high level requirements are discussed.

Empyra's Project Team

The chart below outlines key personnel and their related duties for the Nebraska project team. It includes job titles and the percentage of time estimated for each individual to spend on his/her assigned tasks.

Empyra Staff	Role	Time Estimate Percentage
Shanthi Subramanyam	Executive Sponsor	25%
Ed Stocking	Chief Architect	30%
Bala Mullur	Program Manager	80%
Pritish Sinha	Project Manager	50%
Gerry Greene	Data Conversion Lead	50%
Matt Beda	Configuration and Implementation/ User Experience	35%
Mark Beil	Testing Manager	50%
Casey McKee	Training Specialist	50%
Viswanath Subramanyam	Implementation and Integration Architect	35%
Shankar Narayan	Lead Developer	40 %
Rick Rovnak	Customer Support	25%

Please refer to Attachment: Team Resumes included in the Nebraska_VR_CM_Proposal_Empyra_Final for additional details on Key Personnel and additional staff resumes proposed for this contract.

<table>
<tr><th>RTM #</th><th>Project Planning and Management</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td colspan="6">The contractor must assign a Project Manager who has been involved in the implementation of systems similar to the proposed system and shall provide a completed Project Management Plan within fifteen (15) business days of contract award /contractor start date and shall be subject to NCBVI's approval.</td></tr>
<tr><td>PPM-1</td><td>Bidder should provide an Initial Project Plan, which includes
• Identification of Project Manager
• A design of the proposed system
• Development schedule and staff
• Coordination/communication with the NCBVI Administrator
• Installation logistics and schedule</td><td>✓</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response:
An initial project plan is attached in both pdf and Microsoft Project format. The plan shows the various phases from kickoff, requirements analysis/definition, design, development, QA, Release Prep (Training, go-live prep, parallel run), and final go-live. It shows the time allocated for the development for customizations, interfaces, and reporting that will need to be undertaken.

The additional enhancements for the J Morrow Ticket to Work/Reimbursement Tracker and support for the Business Enterprise Program are not shown in the plan as this will either be incorporated as separate deliverables in one or more phases or as a part of the single release depending on early discussions during requirements analysis that will indicate dependencies and priorities. Staff for the project is included at the start of the section as well as detailed resumes in Nebraska_VR_CM_Proposal_Empyra Final Attachments: Team Resumes.

The initial project plan will be used as a base plan and will be detailed after completion of the DEFINE stage of the project – this will be used as a baseline for the project. This will provide a more accurate estimate based on understanding the gaps and opportunities given the capabilities of the EmpyraWorks platform. At this initial time, the project plan has been developed to include reviews of product capabilities, requirements, other systems, etc, and ensure that the priorities of customers, employers, and staff, training and service providers and IT Staff are addressed at the very earliest opportunity possible while building in the needed quality milestones.

The project plan baseline will be created in Microsoft project, and then exported to JIRA for working and collaborating. Every week, a project review meeting will be held, progress will be reported, and decisions made on any project plan refinements agreed</td></tr>
</table>

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

to as a result of work completed, discoveries, etc. A semi-monthly project status report will be delivered to the Nebraska team. See sample below:

Test project

Critical Milestones		
Description	**Due date**	**Completion**
Dry Run 3 for time recording	03/15/2016	20%

Key Message
Procurement of plugin is critical

Scope
Upgrade the current instance of JIRA from xxx to 6.4.12

Achievements since last report
Finalized plan for cutover
Successful Dry Run 2
Finalized Upgrade cutover checklist 3.0

Next Steps and Actions	Responsible	Due Date
Recording time for activities in cutover		3/23/2016
Procurement of missing plugins		3/23/2016

Risks
Procurement of plugins should be done quickly in order to use them before the upgrade cutover. The list has been shared with JIRA Admin team

Decisions/Support Needs	Responsible	Due Date
Plugins decision & procurement		3/18/2016

 Internal 1

Any revisions to the project plan will be made to the MS Project plan that will accompany the semi-monthly report.

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

We would expect the project plan in JIRA to be broken down into sprints with collaboration, status updates, etc. being on the individual 'tasks' (issues in JIRA) visible to the project team, thereby giving visibility and accountability at all times.

- Project planning – resources are assigned tasks based on their current workload
- Resource management – progress of resources in meeting their timeframes and assigned tasks is reviewed
- Project monitoring – we can review the Kanban chart for a specific deliverable to ensure that it is on track.

Empyra will also provide training throughout the lifecycle of the project. Details of the EmpyraWorks proposed training plan for this project can be found in the Nebraska_VR_CM_Proposal_Empyra_Final Document Attachment: Training Plan.

Details of the Installation and Logistics schedule are included in the Empyra Project Plan titled: NE_VRCM_Project_Plan_V2. The project plan will detail tasks and include schedule and resource information (as well as other attributes), and will cover all tasks from project initiation through implementation. The plan will be updated on a weekly basis to reflect project status and to allow plan monitoring. Any changes to the plan based due to change requests (CRs), key decisions, and other near-term information will be reflected, discussed and approved with the Nebraska Team in order to minimize negative changes or surprises with regards to deliverable dates/milestones.

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate
PPM-2	Bidder should describe their Data Migration/Conversion Plan, to include: • Approach and timing of data mapping • Approach and strategy for migration of database information to the contractor's system	 Yes Yes			

Bidder Response:

The data conversion process is one that requires an iterative approach due to relationships between the data that is being loaded. Each iteration will take approximately 3 weeks to load one to two levels of data, with the next iteration loading data that had a dependency on data loaded in the previous iteration. When implementations require a data migration (ETL) process, Empyra data experts work with customer SME's to understand the legacy system's current data model, and subsequently create a master mapping document detailing target locations and necessary translations. This document is reviewed by the customer and approved. Once approved, the data is typically extracted from the current system at regular intervals by a customer SA or related resource. Data is then translated based upon the previously defined and approved mapping document, and then reloaded to a test environment. All documentation related to the ETL process for each category of data is provided to customer teams as they begin validation. The timing of each extraction, translation, and loads are determined by the Empyra project manager with input from key stakeholders.

Data Mapping: This step is for the joint Empyra and State of Nebraska project team and will take approximately 5 weeks to understand the structure and details of the source data. The data mapping will require either a fully documented data dictionary for

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

the source data (followed by meetings where questions can be answered /clarifications can be provided) or a series of meetings where the source data expert provides details on the data structure, relationships and special meanings attached to data or data relationships that are not obvious from the data model.
Data conversion is a critical success factor for this project. Data conversion involves several steps and at a high level the steps / process that will be followed is described below:

- Analysis of the existing data – Data profiling
- Data cleansing based on the results of the data profiling process – assumption is that the state would be responsible for data cleansing. Empyra can take on data cleansing work but the proposal is based on the assumption that the data cleansing effort would be completed by the State. Without full knowledge of the state of the data it will be hard to predict the work involved and it can be an output of the data profiling process with an estimate for data cleansing.
- Source to Target mapping (STM)
- ETL rules (Business rules will be defined as a part of Step 2)
- Validation of the STM and business rules by the State
- Build data migration scripts
- Unit test with a small sample of data
- Load EmpyraWorks tables
- Unit test application with data
- Check logs for any failures due to business rules or other data related issues
- System validation of data
- Data – UAT1
- Fix any issues that are identified as a part of Data – UAT1
- Reload data – track the time taken from start to finish – this would provide the baseline timing for the cutover
- Data – UAT 2
- Cut over planning
- Production cutover

Empyra has developed a proprietary automated data migration tool that takes an input of a CSV formatted data file, makes data transformations based on its built-in rules engine, loads the target EmpyraWorks application, then extracts the data from the EmpyraWorks application using APIs and compares it to the source file. It then produces a field-level report. Empyra anticipates employing this data migration tool in this project to maximize data conversion accuracy and efficiency.
Empyra has existing interfaces for bringing in service provider information related information into EmpyraWorks. The interfaces are batch interfaces and the input for these interfaces are typically a CSV file or excel files. The batch interface reads the files and loads into the Empyra Interface tables within EmpyraWorks. The interface tables merely host the information within EmpyraWorks

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

for the batch job to transform and load the data into EmpyraWorks.
Data migration of all past data is a critical and complex task which requires careful planning and attention. Many factors affect the timeliness of the ability to load the data into the target system, including:

- Access to knowledge of the data model on the source system from which data is to be loaded to assist with data mapping and to answer questions as we get into the actual data conversion & migration.
- Availability of staff who can review and sign off on each iteration of data load.
- Availability of fresh data to load when issues are discovered and data issues need to be fixed at source, and also to ensure that Empyra continues to have current data before the go live so we can minimize chances of data issues. With each fresh load, we will generate counts of key entities for comparison to the loaded data for verification purposes. Where numeric data is involved, we will also apply sum totals as a cross check.

This first step is for the joint Empyra/Nebraska team to understand the structure and details of the source data. The data mapping will require either a fully documented data dictionary for the source data (followed by meetings where questions can be answered/clarifications can be provided) or a series of meetings where the source data expert provides details on the data structure, relationships and special meanings attached to data or data relationships that are not obvious from the data model. The purpose of this is to ensure that all the data in the source system has been considered for migration. Any data with no mapping to the target will be discussed with the customer for a decision on how to handle it. This is why we have tied dependencies to the extension to the data model and the completion of data migration.

During this stage, we will also map the data source of each data load call and identify any required fields that do not have data. This also provides an opportunity to ensure that all target fields with no source are carefully analyzed to see if there mapping was absent due to terminology differences or some other reason where there should be a mapping. This process is called the Source to Target mapping. Empyra already has STM templates in place where we know the data that is required for every process and report. Empyra Business analyst and Empyra Data Analyst would work together with the customer Data SME to figure out where the Source data is then map to the Target tables and columns. In addition, any transformation that needs to happen to the data will also be documented as a part of the STM process.

Data validation is done both manually and programmatically. Empyra has built a data validation tool which was used for a previous project at SAP where we migrated 15 years of data from legacy systems to the new system. Empyra built a validation engine that would use the extracted data as the source and compare it with the data within the target system by extracting the data from the target system using APIs and compare the data at a field level. A report will be generated that will be exception based when the fields are not matching. This will enable us to programmatically validate the data.

Once the data is validated, the next iteration (if any) can proceed. Once all iterations are complete, we will prepare for a pilot (dry runs) of the production load. This will be a production dry run for the complete load. The data will be extracted from the various source systems and the entire process will be timed. This dry run will follow the documented process and timings will be

<table>
<tr><th>RTM #</th><th>Project Planning and Management</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td colspan="6">documented from start to finish including validation. The total time will determine the downtime for the cutover. Should the time for cutover be not acceptable i.e. if it takes a long time to load the data, then an alternative plan will be followed.

Empyra has significant experience with ensuring data integrity. Empyra has built a Master Data Management (MDM) solution that will soon be released on the Salesforce AppExchange platform. The product allows the users to identify duplicates within their system using several mathematical algorithms and cleanse / merge the data. This tool that has been developed and will be used for data cleansing and identifying potential duplicates and we will provide the result to the State of Nebraska.

Final review of ALL the converted data is tied to the completion of the development of screens for any customized functionality, and has been included after the development and initial QA of development items is complete.</td></tr>
<tr><td>PPM-3</td><td>Bidder should provide a Test Plan which includes:
• Unit testing
• User acceptance testing
• System performance testing
• A methodology for correcting problems identified during implementation/testing</td><td>✓
Yes
Yes
Yes
Yes</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: Empyra will create test plans for each phase. This will include the use cases for each requirement. Test cases will be created and tested. Results of each test case will be submitted.

Empyra’s Quality Assurance team is highly tuned to effectively perform unit testing, automated testing, stress testing and user acceptance testing, and manage the entire development lifecycle. Empyra employs a centralized defect management system and if desired can provide access to customers to allow client entry and viewing of defects, resolution status, and performance. Each defect reported is prioritized, fixed and planned to be incorporated into a release. Release notes are generated based on new features and bug fixes that are deployed.
Empyra has four testing approaches that we use:
1. Manual testing
2. Automated testing based on scripts
3. Stress testing / performance testing
4. User Acceptance Testing

Empyra’s QA team will work with all Nebraska Project members to ensure that a quality product is delivered to our customers.
UNIT TESTING</td></tr>
</table>

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

Manual testing ensures that testers are looking for things like user interface issues and other things that only the human eye can catch. Manual testing also enables Empyra's testers to stay involved in the workflows set up for that customer environment, and changes made by customers that may change the flow.

AUTOMATED TESTING
Due to the size of the EmpyraWorks platform, the number of testing steps that must be conducted to ensure non-regression of standard product features is very large, and not possible to complete manually in a very short space of time. For this reason, Empyra is continuing to develop an automated test bed that can be run to verify non-regression and functioning of key features in the solution. The automated testing runs through the scenarios in less than two hours right now, but it is expected that we can run needed threads if desired.

STRESS TESTING
Empyra conducts stress tests on our solutions. We conduct stress testing on the EmpyraWorks version prior to release. This will cover performance testing and ensure that the solution performance is within the acceptable range for the type of transaction.
Empyra developers perform unit testing and then have testers test alongside them so that when there is an integrated release, the likelihood of defects is lower. Testers test an integrated build and test new features/functions as well as bugs that are reported to be closed. They also perform manual testing on some key flows for which the UI is critical such as the job seeker portal and the employer portal.

USER ACCEPTANCE TESTING
User Acceptance Testing (UAT) is formally scheduled by the project's managers, usually around a month in advance. All customer stakeholders planning to participate are given a predefined and approved (by customer) list of test-cases to use during UAT. These test cases depict the step-by-step actions taken by the user, as well as the expected result that should satisfy the requirement and/or function.

Empyra uses an online Tracking System to record any issues against each test case is simultaneously made available. In some cases, Empyra has found it to be most efficient to have a representative (project manager) on-site during formal UAT sessions to help with any confusion and or technical issues.
Immediately following all UAT sessions, the list of issues recorded will be reviewed by both project managers and confirmed. Once Empyra has worked to resolve all issues raised during UAT and all have been approved by the customer, a formal sign-off of UAT is done.

CORRECTION METHODOLOGY
Our QA team tests for defects uses the following workflow, which is enforced /managed by JIRA, our cloud-based project management and defect tracking software:
Our team works in JIRA to move items through the workflow. This JIRA platform will be available to Nebraska staff to enter, track,

RTM #	Project Planning and Management	Yes	Customization Required	No	Alternate

and update issues as well as produce progress reports. We have found that this level of transparency ensures open communications and a higher level of trust and performance.

Our QA team prepare for UAT, by ensuring that every requirement has use case steps associated with it, and they go through the requirements, noting the test status along with notes such as any known bugs. The following format is used:

- Requirement Number, Test case reference, Status (pass/Fail/Pass with notes), date last tested, Initials of QA tester.

This ensures that the functionality being delivered is tested. At the point of UAT, we will deliver the updated requirements spreadsheet, along with the test cases referenced. Our QA lead will walk through some of the flows to ensure that we communicate the format of the files and how we captured status. All known issues will be in the shared project in JIRA, our project management tool.

Support and Optimization-At the completion of the development and delivery stage, Empyra consultants continue to work with the program team to optimize the resources, processes, and performance management systems to ensure sustained high performance and accomplishment of metric-driven results. This includes outreach and communications, technical support, and stakeholder education and engagement. Our focus here is to ensure that what is delivered is on track to achieving your business objectives – especially ensuring that EmpyraWorks platform is the catalyst to:

- Centrally coordinate and manage the delivery of services from multiple stakeholders.
- Improve disconnected youth service management and reporting to drive successful outcomes.
- Track all user activity.
- Provide real-time, easy-to-interpret data, reports, and dashboards, including State and Federal reporting.

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate
PPM-4	Bidder should describe their approach to Risk Assessment and Management.	✓			

Bidder Response:

Empyra incorporates the SEI (Software Engineering Institute of Carnegie Mellon University) Continuous Risk Management Methodology. This follows the main steps of the life cycle:

- Identify: Review and identify risks in the project by ensuring that all team members are able to communicate openly about concerns. The identification of these issues that could become problems is the first step towards managing them. These would be tracked in JIRA as issue type Risk.
- Analyze: At this stage, our joint team will be involved in transforming the information into decision making information. They would then go through evaluation, impact analysis, probability determination, and timeframe. These risks would be

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

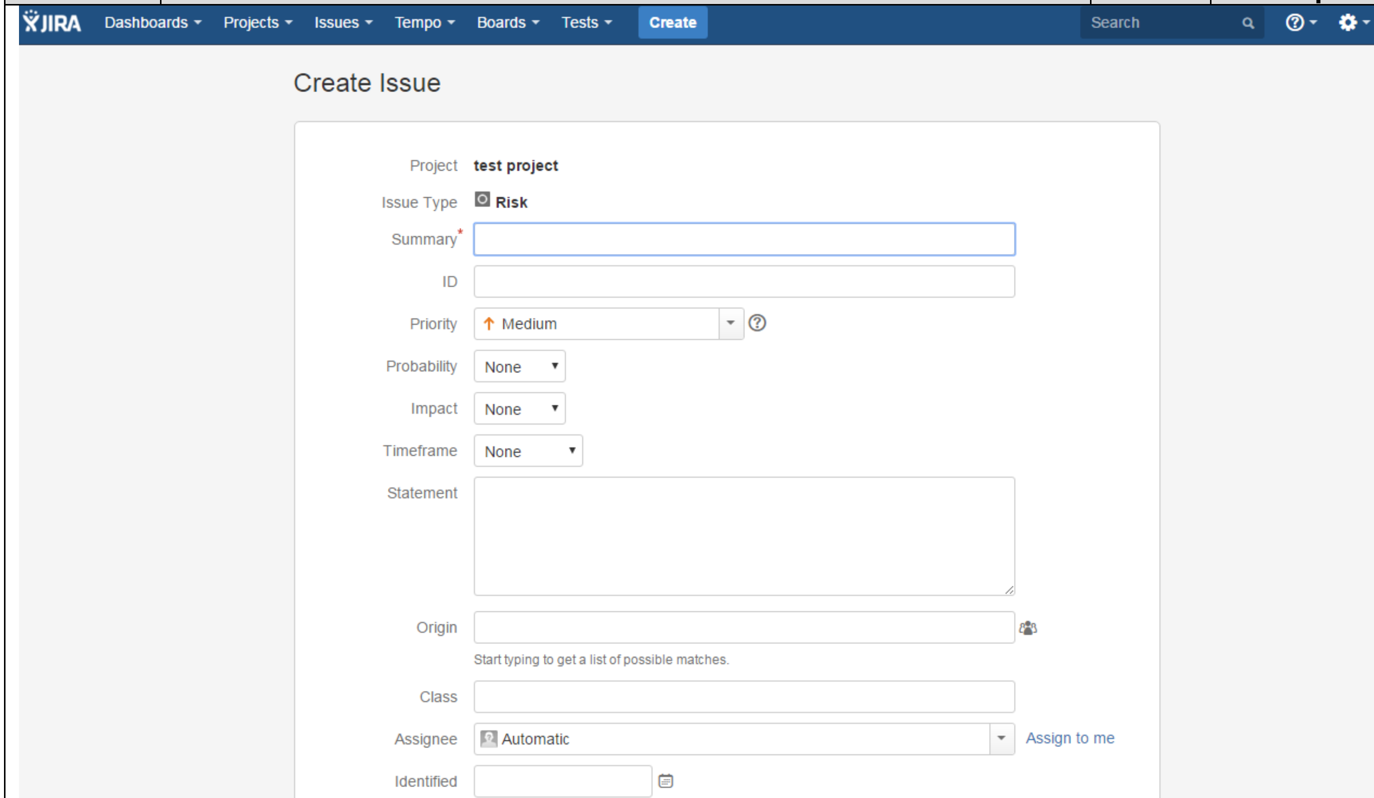
classified and prioritized by the PM team.

- Plan: At this stage the risk information is translated into decisions and action items – which are tracked in JIRA and related back to the risk, for tracking and reporting purposes, with follow through on the action items.
- Track: The PM team would be involved in monitoring the risk indicators and mitigation actions.
- Control: The PM team would monitor for deviations from the planned mitigation actions.
- Communicate: Communication is key at all stages of the risk management process from identification through control. However, special emphasis is drawn to keeping stakeholders informed of the risks and the actions being taken, and to keeping the team informed of the management recognition of these risks. What is tracked and communicated most often receives attention and has a higher likelihood of being resolved by the team, due to their awareness of the importance. Risk is reduced when the team has a shared vision – communication is key to the success of any project and to reducing risk.

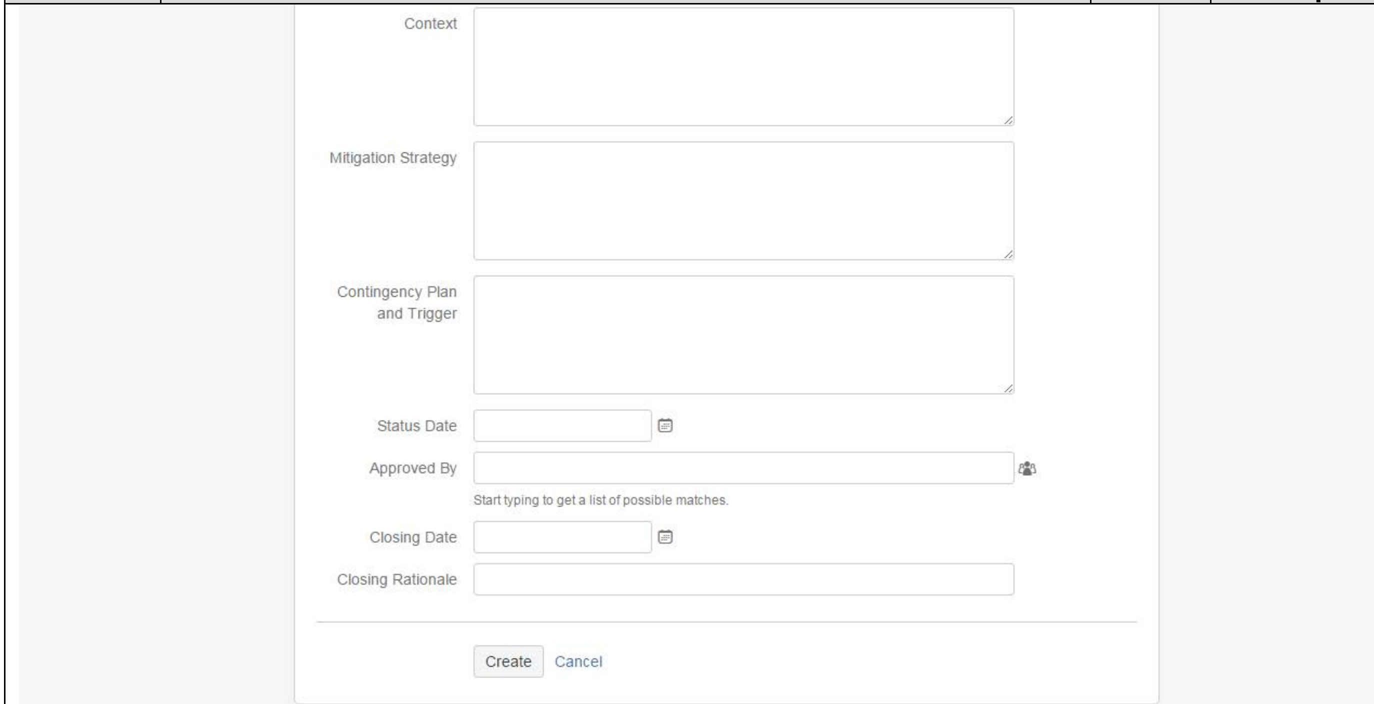
Using JIRA as the integrated project tracking environment enables us to track issues, risks, defects, etc. in one place and relate these together. We will implement the workflow for risk management according to the SEI Continuous Risk Management Guidebook or a reduced version, based on the discussions during the Define Project Operations stage.

Below is a screenshot of our risk tracking form in JIRA:

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate



RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate



Our goal with each implementation is to deliver rapid customer-facing value without compromising quality or the exactness of the solution design. To accomplish this we employ an iterative approach for software development and deployment. This enables us to execute on configuration, and setup and/or development for base-level tasks while unrelated requirements are still being gathered. This repeated process allows for a “no hold-up” approach, rapid deployment, and exceptional requirements gathering.

Specifically, we include our customers in the process so they can know, participate, and shape deliverables to ensure highly successful outcomes. We have found that this methodology ensures that we are able to deliver results to specification, within the project plan, and with increased customer satisfaction.
Once requirements are gathered and approved, the project schedule is formally built, translated and approved by the State. Significant changes made beyond this cut-off date are considered Change Requests, and must follow a formal Change Request process.

Immediately following the project Kick-off sessions, the Project Management team begins creating and formalizing Project Scope

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate
Definition templates (each use of these templates reference a particular requirement, including related assumptions and acceptance and exit criteria). In addition, a formal communication plan, resource capability & availability matrix, project organizational chart and resource accounts/configurations for tools such as JIRA are created/completed. All of this ensures a clean, exact process – minimizing project risks. EmpyraWorks' architecture allows for easy release of incremental functions in the implementation. In order to ensure a.) there are no issues with an upcoming release, and b.) there will be no disruptions to the business or systems used by Nebraska's Team (this applies post-go-live), Empyra employs the use of multiple test environments and the use of database backups to create mock-instances which contain all of the most-recent master-entity data and transactional data along with the newly added functionality. This grants rigorous quality control and 100% certainty that a release candidate is truly release-ready and reduce risk. Empyra employs a continuous risk management approach to prevent problems before they occur, improve quality, optimize resource utilization, and better teamwork. The key to successful continuous risk management open communication at all project levels to ensure that project staff are and feel free to voice concerns or perceptions of risk. It requires the project team have shared vision for the project. Risk management must be integrated into the project management process. We will document all risks using our JIRA project management platform and using tagging/flagging to identify risks. This will provide visibility and team access to the risks identified. Project risks must be reviewed and discussed on a regular basis, and the weekly project meeting can be used as a forum for review. Project risks can be documented by team member or can be brought up and raised in the weekly project review meeting after discussion. (as shown in screenshots at the start of this requirement). Risk documentation will clearly identify the risk, the consequence if the risk becomes a problem, the probability of the risk turning into a problem, quantification of the risk impact, and mitigation strategy. The weekly project meeting will include a risk review and prioritization, and discussion of mitigation strategies. Empyra and the Nebraska project manager will be responsible for overseeing risk management throughout the life of the contract, but all team members will be responsible for participating in the process and identifying risks and risk mitigation strategies.					
PPM-5	Bidder should describe the Implementation Plan, with a list of specific functional and technical activities required for a successful implementation (i.e., to ensure a seamless transition and installation).	✓			
Bidder Response: Empyra has developed an industry-leading EmpyraWorks Solutions Delivery (ESD) methodology based on agile development methodologies.					

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

The ESD approach ensures that projects are delivered on time, on budget, and to specification. We recognize your urgency for implementation. The EmpyraWorks core platform will be available in a test environment within days of the signed contract for us to work together to configure work flows and prepare for initial launch.

The table below provides a draft of potential key activities Empyra's ESD methodology. These are meant to serve as an example of what the engagement would be like. The actual project plan will be finalized following the kickoff meeting:

Activity	Deliverable
PROJECT PLANNING ▪ Project kick-off ▪ Define team and process ▪ Planning, monitoring & reporting ▪ Scope & change management ▪ Communication management	▪ Project plan ▪ Project management process ▪ Establishment of unified Nebraska-Empyra project team with shared vision and understanding of business and technology measures of success ▪ Standing team meetings
REQUIREMENTS DEFINITION ▪ Understanding specific systems, and requirements in the context of features and capabilities ▪ Documenting desired/agreed flows and branding ▪ Defining terminology	▪ Requirements (only clarifications from SOW) ▪ Data Migration Planning ▪ User flows ▪ Roles & Permissions ▪ Program Management ▪ Branding

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

EMPYRAWORKS CONFIGURATION ■ Review of configuration requirements ■ Configuration of roles, access permissions, and business rules ■ Review and acceptance of configuration	■ Configuration checklist ■ Progress checklist ■ Loading and testing of data samples for data migration ■ Review and acceptance of configuration requirements
USER EXPERIENCE – DEVELOPMENT & TESTING ■ Implement any unique enhancements ■ Document interfaces & test cases	■ User experience design mocks and agreement ■ User Acceptance criteria to validate user experience ■ Sign-off on user experience requirements
QUALITY ASSURANCE (QA) TESTING **EDUCATION & SUPPORT PREPARATION** ■ Conduct Testing ■ Implement Empyra Jira Defect Management System with shared access to authorized customer stakeholders ■ Prepare and finalize training and support materials and plans	■ Implement Defect Management System with shared access for authorized staff in certain divisions. ■ Design and delivery of education that includes onsite training plus additional webinar trainings as needed. All recorded training sessions may be used for future training. ■ Test plans ■ Test results and defect management ■ Customer support documentation
LAUNCH PREPARATION ■ Detailed launch plan ■ Training and support ■ Test of support processes	■ Production launch plan ■ Education and support ■ Final test for data migration ■ Notification to current users of new site and need to reset passwords.

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate
LAUNCH & POST-IMPLEMENTATION SUPPORT ■ Production launch ■ End-user education and support services teams in full operation ■ Operation team works with the Nebraska team to optimize performance and outcomes. ■ Full data migration. ■ Backup of existing site. ■ Standing team meetings to review performance metrics, prioritize optimization, and drive higher stakeholder value and satisfaction ■ Weekly performance reports					
PPM-6	Bidder should describe an Ongoing Support Plan for • Post-implementation handling of problems and change requests • Helpdesk support, to describe the location, hours, and services of their helpdesk, to include logging calls and tracking problems	✔			

Bidder Response:
Empyra has committed its most senior staff to this project. We are confident that the Nebraska Project Manager will receive adequate support and timely delivery of each work item. The Empyra team has worked and delivered on past projects of similar scope and complexity. Our solutions development methodology focuses upon the creation of a unified Empyra-Nebraska team at the start of the project to ensure high trust, confidence, and transparency. It is our experience that by providing direct access and empowering team leads, the project managers for Nebraska and Empyra may better manager performance and drive successful outcomes.

Empyra will provide key contact information including email, phone, mobile phone, and escalation procedures to Nebraska to ensure timely response.

Empyra will provide technical support for EmpyraWorks via phone and email. Support will be provided during regular business hours of Mon – Fri 9 AM – 6 PM EST which will be equivalent to 8 AM to 5 PM except all government holidays. Support would follow the state of Nebraska's holiday schedule. The support team will be located in Canfield, OH with additional support resources located in Dallas, TX.

Empyra Customer Delivery Manager (CDM) will work with the project team and staff at Nebraska, to coordinate off-hours support that may be needed for specific upgrades and events related to the application outside of business hours. Planned maintenance windows will be outside of business hours and will always be coordinated with the state project management team.

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

Empyra uses Atlassian Service Desk for support desk / help ticket management. We will provide authorized program staff with access to our web-based defect management system. Staff may enter defects needing attention and enhancements directly, view the status or all defects/enhancements entered by program staff and Empyra staff, and produce performance reports for defects/enhancements by resolution stage and time to resolution. Empyra will also provide the state with emergency cell phone numbers of the CDM, Support manager on call at Empyra.

Production issues are given # 1 priority within the Empyra Support organization and critical issues are worked on till they are resolved.

During normal business hours, our service level agreement provides for a response time of less than 30 seconds on phone calls with an abandonment rate less than 2%, less than 4 business hour response time for emails, and less than 4 hour response time for messages. All calls received are logged and can be reported on. If first level support is not able to assist, they will escalate to the second level (the Customer Delivery Manager), who will investigate and assign the issue to the appropriate technical resource and manage it through resolution, ensuring that customers are kept informed. Our support system will send email notifications when issues are resolved.

We believe that open communication is an essential cornerstone for project success. At the kickoff meeting, the Empyra customer delivery manager will create a master contact list of Empyra and Nebraska program staff that includes name, role, phone, mobile phone, email, and instant message contact information. This will be provided to the program manager for distribution to appropriate program staff. Our EmpyraWorks service delivery model creates a unified team where all of our staff are empowered to respond to customer and program needs. However, for ease of use, and efficiency, the Empyra customer delivery manager will serve as the central point of contact for all issues to ensure swift attention and appropriate resolution. We believe that by creating a unified, empowered team we can work more productively and effectively to drive maximum performance and results.

The following response times to requests with each classification will be provided

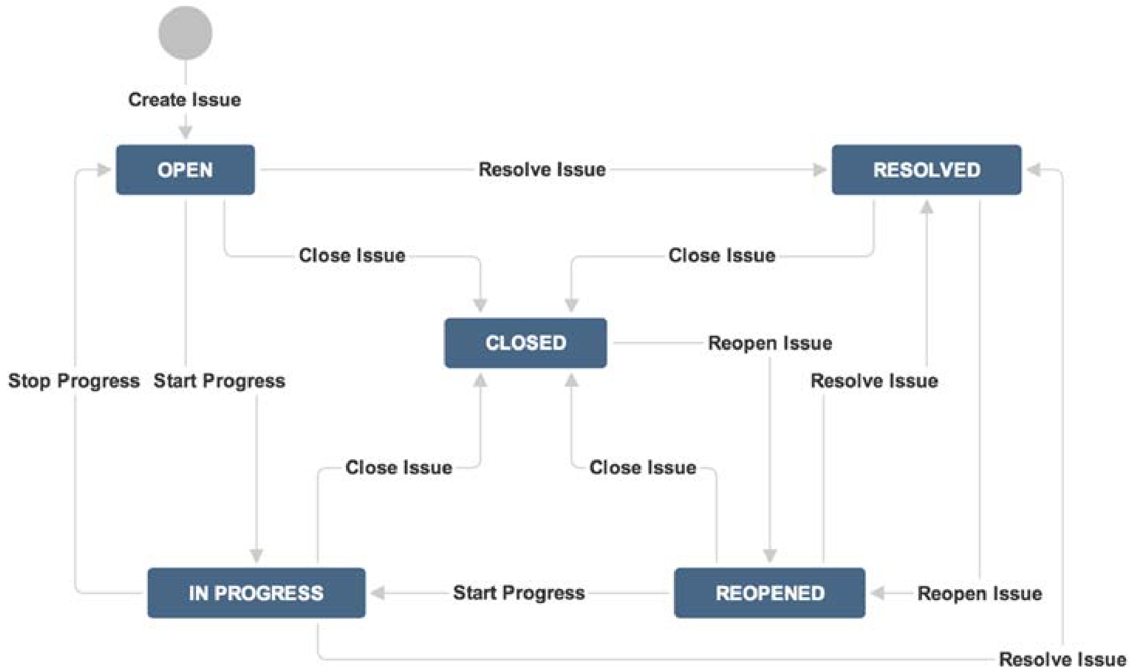
Classification of Issue	Description of Classification	Response time
Critical	System is down and users are not able to access the system	Mon-Fri 9am-5pm: Call back/response within 1 hour. Evenings and weekends: Call back/response

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

		within 4 hours.
High	System is operational but some non-critical functionality is giving an error. Example - Staff is able to login, but a non-critical function is giving an error, other functions work as designed.	Mon-Fri 9am-5pm: Call back/response within 4 hours. Outside of normal business hours (unless a planned event is taking place): Call back/response the next business day.
Medium	System is operational but gives an error and a workaround is available	Call back/response within 2 business days.
Low	System is operational but functionality needs to be enhanced for users	Call back/response within 7 business days.

A sample workflow is shown below:

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate



Empyra employs an online issue management system using Service Desk. We run our projects with a unified team approach and will provide authorized Nebraska project staff access to the share project management environment using JIRA during the implementation phase of the project. The JIRA system is where they will be able to monitor the progress on all development, bug fix, enhancements, and issues entered into the system, as well as the ability to enter new tickets with a scalable severity capability. After go-live, staff will use Service Desk for all issues and Empyra will transition development items for the product into its Product Roadmap.

The success of any project stems from open, transparent communication, and the teamwork around a common goal. We will establish the JIRA project management environment as a collaborative work-environment where Nebraska project team members may view and contribute to project plan updates, track the progress of issues/change requests, and transparently view the status of the project plan. Additionally, Empyra will create weekly reports and collaborate with the Nebraska project managers to establish consistent and shared performance metrics and status updates.

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

Empyra's Service Level Agreement for Response times is based on the Severity Level of the issue. The tables below reflect our recommended service level response processes and recommendations:

Empyra's Service Level Agreement for Response times is based on the contracted level of support with the client and the Severity Level of the issue. The tables below reflect our recommended service level response processes and recommendations:

NOTE: The table shows the maximum allowable response time i.e. the problem could be resolved in the initial call and sorted out in the first minute after the call.

Response to Severity Level One Problems	**Maximum Allowable Response Time**
Problem Reported and Ticket Issued as Severity Level 1: Ticket issued to Empyra either by notification from customer project team member, and upon receipt of automated alarm error notification at Empyra's Operations Center.	Initial call
Remote Diagnostics Initiated: Qualified technician assigned for remote diagnosis. Contact initiated to client project manager to advise on status via email.	Within 1 hour
Resolution Plan Determined: Diagnosis, resolution plan, and estimated fix time given. Empyra initiates conference call with client project leader on an hourly basis.	Within 2 hours from initial call/contact
Component and/or Technical Augmentation: Additional technical support called in. Empyra initiates conference call. The client project manager is informed hourly of status.	Within 4 hours from initial call/contact
Problem Resolved: The EmpyraWorks client project manager is informed hourly of status.	Within 12 hours from initial call/contact – Level 1 tickets are worked on till resolved.

Level Two – there is a minor loss of service. The impact is an inconvenience and business critical areas are not significantly impaired. The business operations continue with minimal disruption to customers. A workaround acceptable to the client may be employed temporarily to restore service and/or business operations.

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

Response to Level Two Problems	**Maximum Allowable Response Time**
Problem Reported and Ticket Issued as Severity Level 2: Ticket issued to Empyra either by notification from the client project team member, or upon receipt of automated alarm/error notification at Empyra's Operations Center.	Initial call/contact
Technician Assigned: Qualified technician assigned for remote diagnosis. Contact initiated to client project manager to advise on status.	Within 2 business hours from initial call/contact
Resolution Plan Determined: Diagnosis, resolution plan, and estimated fix time given. Empyra initiates conference call with the contact each business day.	Within 8 business hours from initial call/contact
Component and/or Technical Augmentation: Required component(s) shipped in most expedient way and/or additional technical support called in. Empyra initiates conference call with the client project manager each day on status.	Within 16 business hours from initial call/contact
Problem Resolved: Empyra initiates conference call(s) per mutual agreement with the client project manager. The client project manager is informed each business day of status.	Within 40 business hours from initial call/contact

Severity Level Three – there is a deviation from the Standard of Performance that causes no loss of service. This may be a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system or affect business operations. Customers are not impacted.

Response to Severity Level Three Problems	**Maximum Allowable Response Time**
Problem Reported and Ticket Issued as Severity Level 3: Ticket issued by Empyra either by notification from the client project manager, or upon receipt of automated alarm/error notification at Empyra's operations center.	Initial call/contact
Staff Assigned: Qualified technician for action assigned. Contact initiated to client project manager to advise regarding status.	Within 8 business hours from initial call/contact

RTM #	Project Planning and Management (cont.)	Yes	Customization Required	No	Alternate

Empyra Contacts client manager: Call made to client project manager contact to advise regarding status.	Within 16 business hours from initial call/contact
Resolution Plan Determined: Diagnosis, resolution plan, and estimated fix time given. Client project manager contact informed of status.	Within 36 business hours from initial call/contact
Problem Resolved: Client project manager will be informed each Business Day of status.	Within 80 business hours from initial call/contact

10 TRAINING

RTM #	Training	Yes	Customization Required	No	Alternate
TRN-1	Bidder should provide a Training Plan, including schedule, which includes: • End user training for staff and administrators geared toward the duties and access levels associated with the roles of the groups being trained to be provided in 2 locations (see schedule in RFP, Section I. TRAINING REQUIREMENTS) • Provision of a User Manual • Additional training for the NCBVI Administrator and designee when services are enhanced or modified	Yes Yes Yes			

Bidder Response:

The Empyra Training team is focused on learning outcomes to ensure that all stakeholders gain maximum value from EmpyraWorks solutions. The EmpyraWorks Training team is involved throughout the program design, development, delivery, and post-implementation lifecycle. The actual training plan is incorporated into the overall project plan provided, but we wanted to provide a detailed, deeper dive into the Training Plan and activities to help the Nebraska project team understand the Empyra Training methodology and how it is integrated into our overall solution methodology.

Definition Stage

During the Definition stage, the Empyra training team lead works with the unified Nebraska-Empyra project team to facilitate critical elements required for effective training. This includes each stakeholder groups' preparedness for change, learning styles, accessibility to training methods, performance measures, and measurement of learning outcomes. The Training team lead works with Empyra and Nebraska business analysts to identify business rules, key functional areas of attention, workflows, and use-case scenarios that will be used both for user acceptance testing as well as for education delivery.

The Empyra Training Team lead finalizes the education/training project plan with the unified team and this is completed with Nebraska's acceptance of the training plan.

Design Stage

In the design stage, the Training team works with the Empyra Design and Business Analysis team to ensure that the customizations and configurations made to the EmpyraWorks platform match requirements from the Definition stage. The Training team begins crafting education/training materials, user manuals and building lesson plans for each area included. The EmpyraWorks solution will include:

- Customer Training and Materials (User Manuals)

RTM #	Training	Yes	Customization Required	No	Alternate

- Vendor Training and Materials (User Manuals)
- End User Staff Training and Materials (User Manuals)
- Fiscal Training
- Training/Service Provider Training
- NCBVI Administration Training

Development Stage
In the Development stage, the training team builds the training materials for each of the training areas. This may include any customized online help, customized onsite training lesson plans, web-based trainings, short videos for critical areas, quick reference guides, Adobe Captivate training sessions, and other training tools and tactics. The Empyra Training team works with both the Empyra development team and Nebraska team to ensure that the education plans are salient, accessible, and effectively meet the user experience and educational needs to successfully manage the large-scale changes that stakeholders will encounter with the migration to a new system.
At the end of the Development stage, the Nebraska team will approve and sign off on all training materials.

Prior to Site Launch, the Training team will conduct trainings for all Nebraska stakeholders providing them with the ability to practice on the test site and follow along. We also include free exploration time for staff to discover and ask questions to expand their learning and understanding. These sessions are recorded if online, or captured by a business analyst to help hone future training materials and FAQs.

Launch Stage
At Launch, the training team is fully operating delivering training sessions to Nebraska staff, and managing any customer, employer, or partner issues. Feedback from the customer support team, Nebraska project staff, and the end customers (customers, vendors, training providers, service providers) are used to optimize training and education resources to help maximize learning outcomes and full system utilization.

Post-Launch Stage
After launch, the Training team continues to create, refine, and respond to training requirements. Additional training sessions are added based on the mutual agreement of the Empyra-Nebraska project leads. However, we will continue to deliver EmpyraWorks, we will provide open forums for Nebraska staff to attend and ask any questions, get responses, and identify any issues. These sessions are web-based and open to all Nebraska staff. The Empyra Training Team captures these questions and uses them to create FAQs, quick-hit trainings, and to update and/or clarify any system usage. These trainings also provide a valuable feedback loop to the project team to ensure the solution achieves its potential.

11 TRANSITION

RTM #	Transition	Yes	Customization Required	No	Alternate
EC-1	Bidder should provide a transition plan that can apply at the end of the contract to: • Convert CMS data, including data mapping • Identify roles and responsibilities as they relate to the transition • Identify point of contact and procedures for managing problems or issues during the transition period	✓			

Bidder Response:

If we are selected for the contract, it is our goal to continue to provide exceptional services and retain the contract. However, we fully recognize that the contract may need to transition and we will provide full cooperation and work with your staff/selected vendor to provide the data and information you/they need to get up and running successfully.

DATA & DATA MAPPING

At the end of the contract, we will extract de-normalized tables of client data for the following major areas:
Entities/Master Data – Customers, staff, vendors, service providers, etc.
Profile data
Service Delivery
Program application, enrollments, progress and exits
Case notes
Fiscal data – budgets, authorizations and payments by program/office/vendor.
Documents

This will be accompanied by documentation describing the data structure.

During the transition, the following resources will be required – project manager (to coordinate communications, meetings, tasks etc.), Data architect. The point of contact will be the project manager for all project related issues, and the contract manager for all contract related questions/issues. All issues during the transition will be tracked via Service Desk or a separate transition project will be created in JIRA with the appropriate staff having access.

12 BUSINESS ENTERPRISE PROGRAM

OPTIONAL ENHANCEMENTS					
RTM #	**Business Enterprise Program**	**Yes**	**Customization Required**	**No**	**Alternate**

BEP-1	Bidder should describe, and provide diagrams and/or screen shots to show, their system's ability to collect data elements for vending facility programs, to include and track:
	• Location
	• Inventory and supplies at location
	• New or closed properties
	• Facilities open to bid
	• Current insurance coverage
	• Facility operator
	• Equipment
	   o Purchases
	   o State-owned, provided for use in facility
	   o In warehouse
	   o Surplus
	   o Maintenance
	   o Repair costs
	• Necessary documents (e.g., contracts, licenses) and expiration/renewal date
	• Commission rates and frequency of payments
	• Operator/host requests and fulfillment progress information
	• Retain operators' Profit & Loss Statement information
	• Number of disabled employees during fiscal year
	• New locations proposed and status
		✓		No	

Bidder Response: The system does not currently support the Business Enterprise Program.					

RTM #	Business Enterprise Program (cont.)	Yes	Customization Required	No	Alternate
BEP-2	Bidder should describe, and provide screen shots to show, the functions, configurability, and processes of their system to allow: • Notification/alert (ticklers) o prior to upcoming deadlines for insurance payments or renewals, reports (e.g., P&L Statement) • Generation of notices of past due rent, meetings, minutes, and mail ballots	✓		No	
Bidder Response: The system does not currently support the Business Enterprise Program.					
BEP-3	Bidder should describe, and provide diagrams and/or screen shots to show, their system's ability to produce reports for the following • RSA 15 Randolph-Sheppard	✓		No	
Bidder Response: The system does not currently support the Business Enterprise Program.					

13 TICKET TO WORK

<table>
<tr><th>RTM #</th><th>J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker</th><th>Yes</th><th>Customization Required</th><th>No</th><th>Alternate</th></tr>
<tr><td>TTW-1</td><td>Bidder should describe how the J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker can be integrated with the bidder’s system.</td><td></td><td>✓</td><td></td><td></td></tr>
<tr><td colspan="6">Bidder Response: The J Morrow application requires case and profile information from the case management system. Empyra would work with J Morrow Consulting to determine what information is required and the desired method to obtain that information, then develop an interface to provide that information. It is expected that either an API or an export file would be needed/desired by J Morrow Consulting.</td></tr>
</table>

ATTACHMENT C
Option 1: SaaS Solution

Cost Proposal Sheet – RFP Number 5208Z1

Bidders shall provide their proposed costs below. The costs must be guaranteed for the initial six (6) year contract period. The contract has the option to be renewed for six (6) additional three (3) year periods as mutually agreed upon by all parties. Please indicate pricing for all renewal periods for support and maintenance. All increases shall be agreed upon in writing between the State and the contractor upon renewal.

The cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will be at no additional cost to the State.

Pricing Spreadsheet

Deliverable	Initial Period Year 1	Initial Period Year 2	Initial Period Year 3	Initial Period Year 4	Initial Period Year 5	Initial Period Year 6
Conversion and Configuration into Test Environment	$350,000					
Training (inclusive of all costs including travel)	$20,000					
Conversion and Configuration into Production Environment, to include support during Testing and Parallel Runs and two months of support and maintenance following implementation	$270,000					
Subscription fee	$100,000	$300,000	$300,000	$300,000	$300,000	$300,000

OPTIONAL FIRST RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

OPTIONAL SECOND RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

OPTIONAL THIRD RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

OPTIONAL FOURTH RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

OPTIONAL FIFTH RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

OPTIONAL SIXTH RENEWAL PERIOD			
Subscription Fee	Year 1	Year 2	Year 3
Subscription Fee	$250,000	$250,000	$250,000

Optional Services

Enhancements - Optional Software

If VR Ticket Tracker and/or a Business Enterprise Program are not currently integrated in the proposed system, indicate the additional costs to include it/them.

Additional Software	Price/Unit of Measure
J Morrow and Associates VR Ticket Tracker (integration)	$25,000
Business Enterprise Program Depending on whether we can pull data from an external accounting system or need to extend capabilities of our system to store and handle them.	Between $225,000 to $304,000

Optional Consulting Services Pricing Spreadsheet

Provide the hourly rate for additional consulting services for new time and materials projects that might be requested by the NCBVI, as related to the CMS. There is no guarantee on the number of hours that will be used.

The bidder must list each role/title and provide an hourly rate. These rates are fixed for the initial term of the contract.

Role/title	Hourly rate
Project Manager	$125
Business Analyst	$98
Software Architect/Data Architect	$110
Senior Developer	$95
Developer	$85
Report Developer	$75
UI Developer	$85
Graphics Designer	$75

For optional services, actual travel expenses can be billed separately. In such case the quoted rates must not include those expenses. Travel must be authorized before it happens. Travel expense may include mileage, car rental, meals, parking, fuel, hotel, airfare, taxi. Receipts are required for all items. Google (or like software) map of the shortest route between two points is required for all mileage. Mileage rate is based on Federal defined rates. Expense may not include durable goods or commodities. Excessive tipping is not allowed. Alcohol is not reimbursable. Actual travel expenses will not exceed the limits as defined by the State's travel reimbursement policies. It is the Contractor and sub-contractor(s) responsibility to understand the State's polices regarding travel reimbursement. Travel must be agreed upon by the State and the Contractor and is subject to Nebraska Travel Expense Policies which may be found at: http://das.nebraska.gov/accounting/nis/am005.htm.