Response to

Nebraska Public Employees Retirement Systems

OSERS Transfer Project (Solicitation Number RFP 6720 Z1)

Prepared for

By

Provaliant Business Solutions LLC

5518 E. Hartford Ave.

Scottsdale, AZ 85254

October 19, 2022

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1. EXECUTIVE SUMMARY

Randy Gerke, Director
Nebraska Public Employees Retirement Systems
1526 K Street, Suite 400
Lincoln, NE 68509-4816
402-471-2053

Provaliant is pleased to present this proposal to Nebraska Public Employees Retirement Systems (NPERS) for Omaha School Employees Retirement System (OSERS) Transfer Project. In this proposal, we have provided the costs, timeline and how Provaliant will configure the Omaha Public School (OPS) retirement plan in the existing Nebraska Public Retirement Information System (NPRIS).

Provaliant is proposing Bob Solheim as the Senior Executive and Shelly Pardis as the Project Manager for this engagement. Bob is the CEO of the company with over 20 years of experience providing leadership and management direction for Public Penson Retirement System projects. He will be responsible for executive oversight with NPERS and has ultimate executive-level responsibility for the services being offered. Shelly is a PMP® and Senior Business Consultant with 20 years of experience in the public retirement sector including project management, project oversight, resource management, and business analysis experience.

Bob and Shelly will be supported by a team of technical and functional experts, led by Kingsley Swamidoss and Prashant Jaiswal who were responsible for the evolution of jClarety framework for the past two decades and successfully implemented large jClarety implementations involving senate bill changes, new plan configuration and full retirement system implementation. Laura Delisle is the proposed functional lead. Laura was one of the business process owners for a large retirement system and is an expert in conducting JAD sessions with end users. She will be leading the Requirements Gathering phase for OPS Transfer project.

Key differentiators

- Team specifically handpicked for the OPS Transfer Project has the balance with a blend of business acumen, strategic thinking, technological proficiency, relevant jClarety experience, and the leadership to implement large retirement system implementations.

- Proposed team includes the Senior Executive, he Project Manager and Functional Lead all who are experts in managing the Public Retirement System implementations. The architects have commanding knowledge of jClarety, they are the ones who built the most recent jClarety Framework.

    - Bob brings in substantial experience, leadership, and expertise of full Software Development Life Cycle (SDLC) of large pension system implementation in North America, including past jClarety implementations. Bob is PMP® and CSM® certified.

    - Shelly is a senior project manager with PMP®, CSM®, CSPO® certifications with 20 years of experience pension line of business implementation projects, major system conversion projects, RFP development, and Independent Verification and Validation (IV&V).

    - Laura Delisle will serve as the Functional Lead for the proposed team. Laura is CSM® certified and was PMP® certified. She has extensive jClarety experience from a business perspective when she worked at Oregon Public Employees Retirement System as a Business Process Owner conducting JAD sessions, developing the requirements and testing out the solution.

    - Prashant Jaiswal was the Business Solutions Architect in the most recent jClarety implementation of TX Teacher Retirement System (TRS). Prashant has over 24 years of experience of implementing jClarety systems, including as the Development Manager for Nebraska jClarety implementation.

    - Kingsley Swamidoss was the Chief Technical Architect in the most recent jClarety implementation of TX TRS. Kingsley has over 19 years of experience in jClarety Technical Architecture. Kingsley was the technical architect for the migration of Forte to Java Clarety

1. ***The Provaliant team proposed includes the Business Solutions Architect and the Chief Technical Architect for the most recent jClarety implementation. In addition, both architects proposed worked on the original Nebraska jClarety implementation.***
2. ***Proposed Senior Executive, the Project Manager and Functional Lead bring significant knowledge and experience in implementation of large retirement systems.***

at Nebraska PERS as well.

- Most recent and relevant experience with major Senate Bill Change Implementation
    - Our team is involved in the implementation of a major senate bill change for the Oregon Public Employees Retirement System (OPERS). The OPERS system is based on jClarety framework and the change involves setting up a new Employer Pension Stability Account (EPSA) for all active members. This change has a system wide impact such as Member Contributions, Withdrawal, Retirement, Tax Reporting and General Ledger.

- Team has specifically worked on jClarety in many areas which resulted in cost savings for clients by optimizing jClarety's middleware strategy, enhanced batch and online performance, improved operational efficiencies, identified and removed bottlenecks, reduced batch cycle, upgraded technology stacks (e.g., various open source and proprietary libraries), enhanced business functions, reduced security risks by adopting National Institute of Standards and Technology (NIST) and State standards, policies and procedures early in the development cycle, and incorporated process that would prevent low quality and risky code from entering codebase.

We believe that the scope of OPS Transfer Project changes to NPRIS system is not fully elaborated, and the requested implementation timeline is extremely aggressive. Provaliant is proposing to perform Requirements Gathering and Fit-Gap analysis phase (Phase 0) of the project. Provaliant is known to provide realistic timeline for major IT project implementation involving full SDLC. It is not possible for us to commit to a hard implementation date of July, 2024 without understanding full scope of the OPS Transfer project. After the "Phase 0" Provaliant can provide a realistic timeline and cost for the implementation of OPS Transfer Project.

Provaliant is open to signing into a contract, Non-Disclosure Agreement, or any other agreement that would be needed to further discuss the strategy for the implementation of OPS Transfer Project work. This proposal is valid for 90 calendar days after receipt. We look forward to working with NPERS on a successful OPS Transfer Project.

Sincerely,

Prashant Jaiswal, President
Provaliant Business Solutions, LLC
5518 E. Hartford Ave.
Scottsdale, AZ 85254
pjaiswal@provaliant.com
503.559.5222

2. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Provide a brief overview of your company, describing the history, size, mission, primary line of business, and how it is organized.

Complete the following table to provide NPERS with an overview of the bidder's organization. If bidder will be using multiple vendors to provide any system integrator services, bidder must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.

For more than 20 years, Provaliant Holdings, LLC ("Provaliant") has successfully performed technology and functional assessments, developed RFPs and led projects to modernize or replace existing Pension Administration Systems (PAS). With more than 27 successful public pension projects, Provaliant is the only consulting firm in the Public Pension Administration System industry who has a 100% success rate on all our engagements.

In 2019, Provaliant formed a specialized subsidiary, Provaliant Business Solutions, LLC, to provide technical and business architecture expertise, IT modernization roadmaps, strategic planning, and integration services to extend the service life of our client's pension systems and accelerate their "digital" journeys.

Provaliant has a stellar reputation for delivering value to our clients beyond their expectations. Provaliant provides this additional value because we only propose our services for engagements where our individual consultants are the most qualified and experienced. Provaliant has over 20 consultants, 7 of them belonging to Provaliant Business Solutions, LLC. Provaliant consultants are:

- Project Management Professionals (PMP®) certified by the Project Management Institute
- Certified Scrum Masters (CSM®) certified by Scrum Alliance
- Sun Certified Programmer and Web Component Developer

The key to Provaliant's approach is that we do the "hands-on" work, in every aspect of the project.

- If you want to know how modern technologies can help your organization provide better service levels, improve operations, and strengthen security, we're ready to help. Our business and technical public retirement system experts will provide an analysis of your current systems, information about leading technologies, and guidance toward a technology roadmap that will achieve your organization's strategic objectives.

- Looking to your organization's business processes improvements? Provaliant can help. Our experienced consultants will outline a detailed approach for business process improvements and an approach to implementation of process improvements.

- Provaliant was the first Oversight Project Management firm to develop a proprietary TPM™ (Total Project Management) Methodology.

Table 1 : Bidder Identification and Information

Information Requested	Response
Full Company Name or Corporate Name	Provaliant Business Solutions LLC
Corporate Headquarters Address	5518 E Hartford Ave, Scottsdale, AZ 85254
Office location responsible for performance pursuant to an award of a contract with the State of Nebraska	5518 E Hartford Ave, Scottsdale, AZ 85254
Telephone Number	503.559.5222
Website Address	www.provaliantsolutions.com
Parent Company	Provaliant Inc. (S Corp owner of Provaliant Holdings, LLC) Provaliant Holdings, LLC (manager of Provaliant Business Solutions, LLC)
Subsidiaries or Affiliated Companies	Provaliant Retirement, LLC (Affiliated company)
Year in which the Company first organized to do business (i.e., year company was founded)	2000 – Provaliant, Inc 2006 – Provaliant Holdings, LLC 2019 – Provaliant Business Solutions, LLC
State in which the Company is incorporated or otherwise organized to do business	Provaliant, Inc. – Delaware Provaliant Holdings, LLC – Arizona Provaliant Business Solutions, LLC – Arizona
Number of years Company has been providing the Service specified in this RFP	Three (3) years
Most recent three (3) Fiscal Years' revenue	Provaliant Holdings, LLC:

Information Requested	Response
and net income in United States Dollars (USD)	2019 – $4.3 million (Revenue) $1 million (Net Income) 2020 – $6.9 million (Revenue) $1.8 million (Net Income) 2021 – $6.8 million (Revenue) $1.6 million (Net Income) Provaliant Business Solutions, LLC: 2019 – $270,000 (Revenue) $(100,000) (Net Income) 2020 – $2.1 million (Revenue) $275,000 (Net Income) 2021 – $2.5 million (Revenue) $415,000 (Net Income)
Type of entity organization (e.g., corporation, partnership, proprietorship)	LLC (Limited Liability Corporation)
Company Ownership Structure (e.g., public, private, joint venture)	Private
Stock Exchange and Symbol (if publicly traded)	N/A
List the name and form of organization if it has changed since first organized	N/A
Locations in the U.S., and total number of staff in each location	One (1) Location Twenty-four (24) Provaliant Holdings staff including 7 Provaliant Business Solutions staff

B. RECENT CONTRACTS

The bidder should identify all contracts for similar services which the bidder has entered into within the past five (5) years, specifically related to retirement / pension system administration. If client confidentiality is necessary, provide descriptive information to allow NPERS to understand the type and size of client served. The bidder must indicate if these projects were completed on schedule and within budget.

NPERS reserves the right to contact any customers mentioned by the bidder for additional information.

If no recent contracts have been entered into, state “None.”

OREGON PERS PUBLIC EMPLOYEES RETIREMENT SYSTEM

Oregon Public Employees Retirement System (2019 – current)

Provaliant is providing Project Management and professional services with assessment and implementation of a major plan revisions (SB1049) and technology upgrade initiatives to their existing jClarety based pension administration system. These upgrades not only extended the useful life of the system, but they also opened the door for adapting to modern integration development principles like Service Oriented Architecture (SOA). This is a huge cost savings to PERS and allows to continuously improve their operational efficiency.

Provaliant performed a functional and technical assessment of jClarety system which was implemented in 2004. Our key recommendations were:

- Perform critical technology updates including SQL Server, JDK, Log4j, Application Server Software, Hyperion Reporting solution to provide long-term system stability and reliability of operations.
- Introduction of Gartner recommended SOA capabilities in jClarety-framework to extend the system lifespan significantly.
- Performing Static and Dynamic security scans, upgrade Struts to comply with NIST security policies
- Upgrading the online member services, third party administrators, and employer portals to comply with modern browser standards, improve usability and provide responsive web design
- Identification of critical employer financial enhancements to improve the efficiency and accuracy of agency operations

This project is currently in progress and Provaliant has delivered all releases on schedule and budget.

C. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name,

address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

Provaliant has been providing consulting services to Public Pension organizations for over 20 years. Provaliant Income Statements for 2019, 2020 and 2021 are shown below.

9:33 AM
10/11/22
Cash Basis

Provaliant Holdings, LLC
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
Consulting Income	4,267,196.50
Total Income	4,267,196.50
Gross Profit	4,267,196.50
Expense	
Dues and Subscriptions	20,733.97
Fees, Licenses and Permits	43.91
Interest Expense	
Finance Charge	20.10
Total Interest Expense	20.10
Leased Employees	
AZ	40,799.00
CO	46,028.38
MT	149,028.93
NC	67,624.95
OH	169,928.88
OR	294,212.45
TX	273,774.85
Total Leased Employees	1,041,397.44
Office Supplies	15,646.26
Outside Services	
Non-subcontracted Service	281,875.27
Subcontracted Service	1,538,682.50
Total Outside Services	1,820,557.77
Pension Plan Contributions	26,426.85
Postage and Delivery	1,244.14
Professional Fees	
Accounting	7,110.00
Legal Fees	476.00
Total Professional Fees	7,586.00
Taxes	
State	23,748.00
State Franchise Tax	4,606.77
Total Taxes	28,354.77
Training & Development	7,268.00
Travel & Ent	
Entertainment	988.60
Lodging	96,272.78
Meal - 100% Deductible	1,732.50
Meals	30,972.11
Travel	169,792.61
Travel & Ent - Other	-72.00
Total Travel & Ent	299,686.60
Total Expense	3,268,965.81
Net Ordinary Income	998,230.69
Other Income/Expense	2,425.62
Net Income	**1,000,656.31**

9:42 AM
10/11/22
Cash Basis

Provaliant Holdings, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
Consulting Income	6,919,208.09
Total Income	6,919,208.09
Gross Profit	6,919,208.09
Expense	
Bank Service Charges	37.93
Dues and Subscriptions	10,147.50
Interest Expense	
Finance Charge	12.00
Total Interest Expense	12.00
Leased Employees	
AZ	33,523.80
CO	179,063.66
MT	150,975.88
NC	159,438.62
OH	1,038,015.28
OR	318,261.07
TX	297,773.96
Total Leased Employees	2,177,052.27
Office Supplies	4,988.91
Outside Services	
Non-subcontracted Service	282,179.35
Subcontracted Service	2,456,751.54
Total Outside Services	2,738,930.89
Penalty	50.00
Pension Plan Contributions	55,430.51
Postage and Delivery	11.32
Professional Fees	
Accounting	10,211.00
Legal Fees	388.00
Total Professional Fees	10,599.00
Taxes	
Local	1,899.00
State	50,470.67
State Franchise Tax	4,410.84
Total Taxes	56,780.51
Telephone	453.29
Travel & Ent	
Entertainment	1,517.85
Lodging	25,184.13
Meals	12,879.33
Travel	60,564.18
Total Travel & Ent	100,145.49
Total Expense	5,154,639.62
Net Ordinary Income	1,764,568.47
Net Income	**1,764,568.47**

9:43 AM
10/11/22
Cash Basis

Provaliant Holdings, LLC
Profit & Loss
January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Consulting Income	6,777,873.18
Total Income	6,777,873.18
Gross Profit	6,777,873.18
Expense	
Dues and Subscriptions	11,712.85
Fees, Licenses and Permits	19.00
Leased Employees	
AZ	45,689.23
CO	176,347.31
MT	158,466.89
NC	167,279.24
OH	1,240,444.43
OR	385,026.78
TX	280,276.90
Total Leased Employees	2,453,530.78
Office Supplies	14,290.95
Outside Services	
Non-subcontracted Service	270,591.63
Subcontracted Service	2,087,111.98
Total Outside Services	2,357,703.61
Pension Plan Contributions	58,992.15
Postage and Delivery	52.15
Professional Fees	
Accounting	12,000.00
Total Professional Fees	12,000.00
Taxes	
Local	5,746.00
State	165,155.00
State Franchise Tax	6,327.52
Total Taxes	177,228.52
Travel & Ent	
Lodging	29,478.90
Meals	8,877.64
Travel	42,969.44
Total Travel & Ent	81,325.98
Total Expense	5,166,855.99
Net Ordinary Income	1,611,017.19
Net Income	**1,611,017.19**

Provaliant does not carry any long-term debt. Provaliant is current on all bills with no balance carried forward.

Banking Reference: JPMorgan Chase, 4922 E Bell Rd, Scottsdale, AZ 85254 (480-970-7260)

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

None

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

D. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

There are no changes anticipated in ownership or control of the company in next twelve (12) months.

None

E. MERGERS AND ACQUISITIONS

Disclose any announced or planned sale, merger, or acquisition of any participating organization relevant to the scope of OSERS Transfer Project. Disclose any mergers or acquisitions that have occurred during the past eighteen (18) months and describe the impact to the organization.

There have been no mergers or acquisitions occurred in the past eighteen (18) months, and there are no announced or planned sale, merger, or acquisition of any participating organization relevant to the scope of OSERS Transfer Project.

None

F. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Provaliant Holdings, LLC
5518 E. Hartford Ave.
Scottsdale, AZ 85254

G. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

MASTER SERVICES AGREEMENT Between
THE NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
And
PROVALIANT BUSINESS SOLUTIONS, LLC
Scope of work: Provaliant Response to NPERS Technology Assessment, dated September, 8, 2021.
Effective Date: November 2, 2021

H. BIDDER'S EMPLOYEES RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past three (3) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

None

I. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

None

J. MANDATORY EXPERIENCE REQUIREMENTS

To be eligible for consideration of contract award, the Contractor must meet all mandatory experience requirements as outlined in this Solicitation. A proposal must clearly demonstrate that the Contractor meets the following mandatory experience qualifications:

i. As of the date of publication of the RFP, the Contractor must have experience in IT programming, development, and data migration for at least one (1) public pension systems.
ii. As of the date of publication of the RFP, the Contractor must have at least three (3) years of experience providing IT programming, development, and data migration for public pension funds.

Provaliant has over three (3) years of experience in IT programming, development, and data migration for public pension funds. At present we have provided IT programming, development, and data migration for one (1) public pension system.

K. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Using the table below as a template, the bidder should provide references for three (3) projects completed within the last seven (7) years that showcase the bidder's experience in defining, developing, and deploying a solution / project similar to OSERS Transfer Project as described in this RFP and the scope and complexity of the OSERS Transfer Project.

References should include the following are preferred and should be highlighted in the project description, if applicable:

i. Use of jClarety technology platform.
ii. Configuring a new retirement plan into an existing system with minimal impact to code structure.
iii. State-level pension system experience.
iv. PeopleSoft data conversion experience.

The bidder must identify roles on any included reference projects that were performed by Key Project Services Team Members (as listed in Table 16: Key Project Services Team Members) proposed for the OSERS Transfer Project. In describing the reference projects, the bidder should refer to the bidder's experience as well as applicable involvement of any subcontractors. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders.

As a growing company we are just over three (3) years old, and we do not have references for three (3) completed projects. However, we have several highly qualified resources who are experts in jClarety from technical, business and delivery point of view with more than 20 years of experience each individually and more than three (3) public pension systems implementation.

Table 2 : Corporate Experience

Information Requested	Response
Reference Organization Name	Oregon Public Employees Retirement System
Reference Organization Primary Function	Administer Public Pension for all state employees (including Police and Fire, Judges)
Reference Contact Name and Title	Jordan Masanga, Chief Information Officer
Reference Contact Telephone Number	503.603.7702
Reference Contact Email Address	Jordan.masanga@pers.oregon.gov
Project Name	Senate Bill 1049 (SB1049) Program

Information Requested	Response
Contract Size (approximate total cost)	$50M+
Narrative Description of the Scope of Services Provided	During its 2019 session, the State Legislature promulgated Senate Bill 1049 (“SB1049”). SB1049 that modifies member retirement benefits and contains provisions to address system funding to reduce employer contribution rates. The legislation establishes an “Employee Pension Stability Account” for each active member and redirects a specific portion of a member’s IAP contributions to this fund for each active member. The redirected portion is applied to the costs of the member’s pension. Services Provided by Provaliant – Program Management, Business and Technical Architecture, Design, Development, Business Analysis, Functional Testing (including Batch and online)
Project Start Date	Aug, 2019
Project End Date (Planned, Actual)	Planned Dec, 2024

Information Requested	Response
Implementation Challenges and How Contractor Addressed these Challenges	**Challenges:** The deadline to implement SB1049 was very short--there was no time to re-architect, internal resources were stretched, and the current PAS (Pension Administration System) is a monolithic application with complex functionality developed around 18 years ago. **Provaliant's Strategy:** ➢ Provaliant architected the EPSA system as a separate well encapsulated software component, that is well-recognized by business users for all EPSA related business functions. It uses Spring Boot, an open-source Java-based framework to create RESTful APIs which are capable of being deployed anywhere (on-prem/cloud/hybrid), or switch deployment targets anytime. It is lightweight and capable of being deployed with or without middleware with no compromise in scalability or availability. ➢ The beauty of this is, requirement for additional infrastructure is very low to none; it can coexist side-by-side with existing infrastructure environments, deployed to serverless platforms, containers, VMs or to any deployment choices. With the DevOps process fully integrated with Code Quality tools, Static Application Security Testing (SAST) tool, automated unit tests (for all components) and with Continuous Integration/Continuous Delivery (CI/CD), the codebase is always high-quality, up to date with security patches, ready for deployment to a test environment. ➢ For business users, the user interface combines capabilities from the PAS and EPSA systems, providing a seamless experience, under-guarded with a robust security based on OAuth 2, OpenID Connect and Single Sign-on. In addition, being an independent web component, EPSA UI takes advantage of extensive modern browser standards features for rich user experience.
Bidder's Project Manager	➢ James Allen

Information Requested	Response
Bidder's proposed Key Implementation Team Members and their Roles on this Project, including subcontractors / partners	➢ Prashant Jaiswal: Business Architect/Delivery Leader ➢ Kingsley Swamidoss: Solutions/Technical Architect ➢ James Allen: Program Manager ➢ Jeff Burke: Application Architect/Lead Developer
Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully	Oregon PERS already had a vendor Lancesoft, Inc. providing maintenance support services for existing jClarety system. Provaliant partnered with Lancesoft to address the business challenges of Oregon PERS. First Provaliant established a Master Service Agreement with Lancesoft. After that Provaliant provided a high-level Scope definition and Solution to address SB1049 challenges to Lancesoft. Provaliant also created high-level schedule and resource plan for implementation services. Lancesoft and Provaliant together have been very successful in delivering the project on time and within the estimated budget. The key factors for a successful partnership with Lancesoft are: ➢ Common vision to deliver to the committed services ➢ Transparency in resource planning, project planning, scope management ➢ Breakdown of overall functionality in incremental releases, reducing risks for clients ➢ Establishing and maintaining superior quality of deliverables, resulting in less re-work ➢ Project governance to ensure on-time delivery of releases
Indicate whether the work was performed as the prime contractor or as a subcontractor.	The work was performed as a subcontractor.

v. Staffing Requirements

a) Key Project Team Members

The bidder should provide a summary of all proposed key personnel. The bidder will be responsible for providing all staff persons required to design, develop, and/or participate in the OSERS Transfer Project, and must possess the relevant background and experience to undertake this effort.

b)

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

The bidder should provide the names, titles, locations, and brief background/biography summaries for personnel with whom NPERS would work throughout the course of the OSERS Transfer Project. The bidder should name the following in their proposal:

1). Senior Executive — Responsible for executive oversight with NPERS; has ultimate executive-level responsibility for the services being offered.
2). Project Manager – Responsible for leading the project team, will be the primary interface with the NPERS project manager, and is responsible for day-to-day management of the project, including overall performance and contract compliance. NPERS prefers that bidders propose a Project Manager with at least five (5) years of experience in managing IT projects, and as part of this experience the project manager should have led a team of at least five (5) people.
3). Solution/Technical Architect — Responsible for ensuring the proper OPS Retirement Plan configuration within NPERS and that data architectures are following best practices and NPRIS existing standards, while also ensuring technical performance is stable and scalable. NPERS prefers that bidders propose a Solution/Technical Architect with at least five (5) years of experience with JClarety and at least ten (10) years of total programming experience.
4). Functional Lead – Responsible for managing all functional aspects of the Transfer Project such as the analysis, design, configuration, and associated testing activities with demonstrated experience working within the pension domain.
5). Java Developer – Responsible for performing development and configuration activities. NPERS prefers that bidders propose a Java Developer with at least a minimum of three (3) years of experience working with Java.
6). Data Migration Lead – Responsible for all aspects of the data conversion effort as outlined in Section V.D.3.a. Data Conversion. NPERS prefers that bidders propose a data conversion lead that has successfully completed at least two (2) data conversion projects.
7).

The bidder should provide a staffing plan detailing the number of personnel, level, roles and responsibilities, and team reporting relationships for NPERS review and approval. The staffing plan should include elaboration of, and details related to, the following:

8). An organization chart/ diagram showing the proposed project team positions and reporting relationships. The chart should delineate the bidder's staff and should reflect the estimated staff count by project phase, staff level and role.

9). A staff / resource loaded chart for each major phase and each major work stream of the proposed plan and percent allocation.

10). The governance structure for Prime and Subcontractor Relationship, if applicable.

11). The proposed governance structure for bidder and NPERS team.

12). An approach for integration and interaction with the NPERS OSERS Transfer Project team members, including estimated percentage of time to be onsite. If the percentage of onsite time will fluctuate based on the phase or types of activity taking place, the bidder should identify how percentage of onsite time may be affected. Please also describe any company COVID-19 travel restrictions that may impact onsite presence.

13).

Note: Key personnel are expected to lead key portions of the presentations and bidder finalist activities.

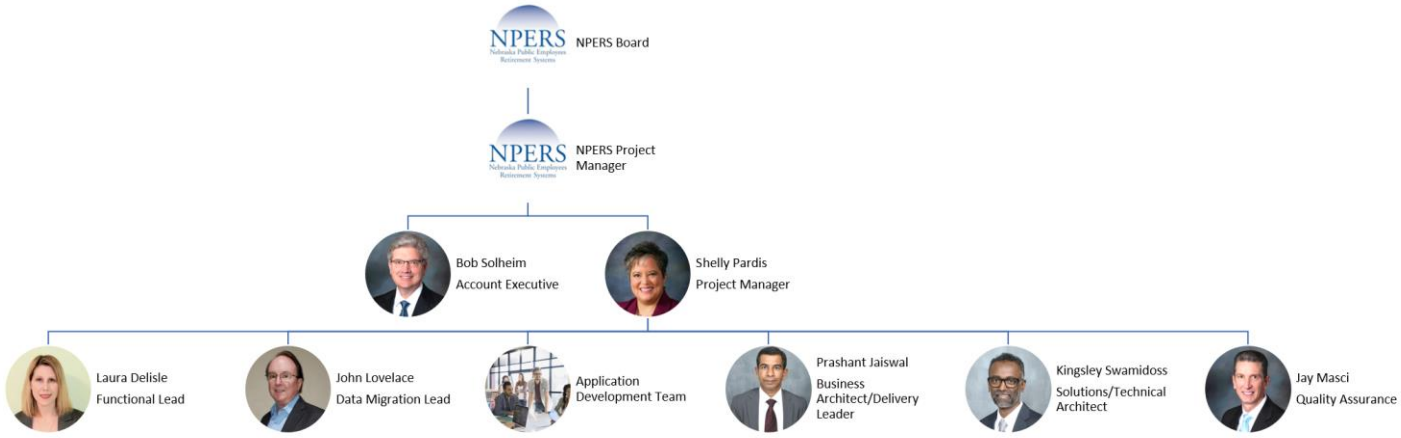
Provaliant is proposing a team consisting of key members who are industry experts in the implementation of Public Retirement Systems IT projects. These individuals are regarded as the best in the industry for their experience, skills and focused on delivering to client commitments. A brief overview of key project team members is described in the table (Table 3) below.

Table 3 : Key Project Team Members

Role	Name and Title	Location	Summary
Senior Executive	Bob Solheim, CEO	Phoenix, AZ	Mr. Solheim is a PMP® and Public Retirement System expert, with over 20 years of experience providing leadership and management direction for statewide systems development projects.
Project Manager	Shelly Pardis, Senior Project Manager and Business Consultant	Helena, MT	Ms. Pardis is a PMP® and Senior Business Consultant with 20 years of experience in the public retirement sector including project management, project oversight, resource management, and business analysis experience in pension line of business implementation projects, major system conversion projects, RFP development, and Independent Verification and Validation (IV&V).
Solutions/	Kingsley	Columbus,	Mr. Swamidoss is a Lead Technology

Role	Name and Title	Location	Summary
Technical Architect	Swamidoss, Chief Technology Officer	OH	Architect with specialization in public retirement administration system. He provides advice on technical strategy, transformation, implementation, and help bring demonstrable value to end-users. He has over 20 years of experience in design/implementation of public retirement administration systems.
Functional Lead	Laura Delisle	Portland, OR	Ms. Delisle will is CSM® certified and was PMP® certified, functional expert in Public Pension Systems. She has extensive jClarety experience from a business perspective when she worked at Oregon Public Employees Retirement System as a Business Process Owner conducting JAD session, developing the requirements and testing out the solution.
Java Developer	Jeff Burke, Application Architect	Columbus, OH	Mr. Burke is a Sun Certified Web Component developer and Public Retirement System expert, with over 18 years of experience in design and implementation of business architecture and technology solutions.
Data Migration Lead	John Lovelace, Senior Consultant	Peoria, IL	Mr. Lovelace is a Database and Data Migration expert with over 35 years of IT experience, 15 years of data management experience and 15 years of public pension experience. Mr. Lovelace has worked extensively databases for pension applications, including PeopleSoft Oracle databases.

The Proposed Provaliant team for this project is shown below:



The percent allocation for each team member will be consistent throughout the “Phase 0” of the project as shown in the table below. If the results of the “Phase 0” identify a need to change any team member allocations, they will be mutually determined between NPERS and Provaliant.

Table 4 : % Allocation of Provaliant Team

Employee	Allocated Percentage
Bob Solheim	25%
Shelly Pardis	50%
Prashant Jaiswal	25%
Kingsley Swamidoss	33%
Laura Delisle	100%
John Lovelace	100%
Jeff Burke	25%
Shawn Schellinger	25%
Brian Baker	25%

The only subcontractor relationship is that John Lovelace is a contractor from Allied Consulting, Inc located in Austin, TX .

The NPERS governance structure for the project will be established during the Initiation phase (Phase 0). The typical governance structure would be for NPERS to form a Steering Committee of executive stakeholders that would report to the Board. The team Project Manager, Shelly Pardis, would report to the Steering Committee on a weekly basis to ensure the project status is understood and any necessary executive decisions are made.

Integration and interaction of Provaliant with the NPERS OSERS Transfer Project team members will be coordinated by the Project Manager (Shelly Pardis), the Functional Lead (Laura Delisle), and the Data Migration Lead (John Lovelace). Most of this work will be performed remotely using Microsoft Teams for collaboration. However, any Provaliant staff will be on-site up to 50% of the time if required. While Provaliant does not currently have any travel restrictions due to the COVID-19 pandemic, there is always the possibility that a scenario could occur that would result in travel restrictions. During the COVID-19 pandemic, Provaliant has demonstrated its ability to complete many projects remotely very effectively and efficiently, so we are confident that the project will continue according to plan even if travel is restricted.

c) **Key Project Service Team Member Experience**

Using the tables below as templates, bidder should provide an overview of the experience of proposed Key Project Services Team Members and résumés.

The bidder should provide an overview of the experience of each Key Project Services Team Member identified below (repeat the table below for each key team member):

1). Key Project Services Team Members include the Senior Executive, Project Manager, Solution / Technical Architect, Java Developer, and Data Migration Lead.

2).

The bidder may insert additional tables to identify other roles that the bidder considers to be a Key Project Services Team Member.

Table 5 : Key Project Service Team Member Experience

Information Requested	Response
Team Member Name	Bob Solheim
Team Member Role	Senior Executive
Team Member Years of Experience in Role	Twenty (20) Years
Summary Qualifications and Experience of Team Member	Mr. Solheim is a Public Retirement System expert, with over 20 years of experience providing leadership and management direction for statewide systems development projects.

Information Requested	Response
Team Member Professional Certification(s)	PMP®, CSM®

Information Requested	Response
Team Member Name	Prashant Jaiswal
Team Member Role	Business Architect
Team Member Years of Experience in Role	Twelve (12) Years
Summary Qualifications and Experience of Team Member	Mr. Jaiswal is a Public Retirement System expert, with over 20 years of experience in leading business architecture and technology innovation.
Team Member Professional Certification(s)	PMP®

Information Requested	Response
Team Member Name	Shelly Pardis
Team Member Role	Project Manager
Team Member Years of Experience in Role	Eleven (11) years
Summary Qualifications and Experience of Team Member	Senior Project Manager and Business Consultant with over 20 years of experience in the public retirement sector including project management, project oversight, resource management, and business analysis experience in pension line of business implementation projects, major system conversion projects, and Independent Verification and Validation (IV&V).
Team Member Professional Certification(s)	PMP®, CSM®, CSPO®

Information Requested	Response
Team Member Name	Kingsley Swamidoss
Team Member Role	Solutions/Technical Architect

Information Requested	Response
Team Member Years of Experience in Role	Fifteen (15) Years
Summary Qualifications and Experience of Team Member	Mr. Swamidoss is a Lead Technology Architect with specialization in public retirement administration system. He provides advice on technical strategy, transformation, implementation, and help bring demonstrable value to end-users
Team Member Professional Certification(s)	

Information Requested	Response
Team Member Name	Laura Delisle
Team Member Role	Functional Lead
Team Member Years of Experience in Role	Ten (10) Years
Summary Qualifications and Experience of Team Member	Multi-skilled professional with a successful track record of managing complex projects in a variety of environments and industries. Able to manage and facilitate stakeholder expectations and willing to take full responsibility for timely deliverables. A detail-oriented Business Analyst, functional expert in Public Pension Systems domain.
Team Member Professional Certification(s)	PMP®, CSM®

Information Requested	Response
Team Member Name	Jeff Burke
Team Member Role	Java Developer
Team Member Years of Experience in Role	Eighteen (18) Years
Summary Qualifications and Experience of Team Member	Mr. Burke is a Sun Certified Web Component developer and Public Retirement System expert, with over 18 years of experience in design and implementation of business architecture and technology solutions.

Information Requested	Response
Team Member Professional Certification(s)	Sun Certified Web Component Developer

Information Requested	Response
Team Member Name	John Lovelace
Team Member Role	Data Migration Lead
Team Member Years of Experience in Role	Fifteen (15) Years
Summary Qualifications and Experience of Team Member	Mr. Lovelace is a passionate, pragmatic, insightful and experienced data management professional. He is skilled team builder, effective mentor, and a successful leader. Adept at fostering trust and open dialogue with colleagues at all levels of the organization.
Team Member Professional Certification(s)	

d) **Key Project Services Member Resumes**

The bidder should provide resumes for all personnel proposed by the bidder to work on the project, including all Key Project Services Team Members. NPERS will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than two (2) pages each.

Resumes should include, at a minimum, academic background and degrees, professional certifications that may be relevant to the delivery of the services requested in this RFP, understanding of the process. Any changes in proposed personnel shall only be implemented after written approval from NPERS.

BOB SOLHEIM

34 YEARS IN IT

22 YEARS IN PENSION

27 YEARS AS PROJECT MANAGER

HIGHLIGHT

Mr. Solheim is a PMP® and Public Retirement System expert, with over 20 years of experience providing leadership and management direction for statewide systems development projects.

CERTIFICATIONS

- Project Management Professional (PMP®)
- ScrumMaster (CSM®)

EXPERIENCE

CEO AND SR. OVERSIGHT PROGRAM PROJECT MANAGER

PROVALIANT RETIREMENT (2000 – Present)

Mr. Solheim is co-founder CEO of Provaliant. He has experience in all phases of the retirement system lifecycle, including:

- Business Case Analysis
- RFP Development
- Vendor Selection
- Project Oversight
- Project Management
- Quality Assurance

PROVALIANT SR. PROJECT MANAGER

TEACHER RETIREMENT SYSTEM of TEXAS (2012 - Present)

Mr. Solheim is currently performing the project management of the new PAS (Pension Administration System) implementation for TRS of Texas, one of the largest pension systems in the United States with over 1 million active members and 370,000 benefit recipients. He led a Proof-of-Concept phase during the vendor selection. He worked with TRS and the vendor to establish the project management protocols, including the Deliverable Acceptance and Change Management Processes. He led the Membership phase to implementation in September of 2017. He is leading the Benefits project toward a 2019 implementation.

PROVALIANT SR. PROJECT MANAGER

MASSACHUSETTS STATE RETIREMENT BOARD (2003-2011)

Mr. Solheim led the effort to create the RFP (Request for Proposal) for a new PAS and facilitated the vendor selection process. Following the selection of the vendor, Mr. Solheim performed oversight functions for MARIS, the new PAS project. Oversight responsibilities included establishing and monitoring the deliverable acceptance process, reviewing project deliverables, participating in Steering Committee Meetings, managing a "risk log" and presenting project status to the Board.

EDUCATION

- Northwest Missouri State University, B.S., Business Administration and Management Information Systems

EXPERIENCE CONTINUED

PROVALIANT INDEPENDENT ADVISORY CONSULTANT
ARIZONA STATE RETIREMENT SYSTEM (2005-2009)

Mr. Solheim performed an IT Plan Assessment with recommendations. His responsibilities included presenting assessments to the Executive Management Team, Board Committees, and the Joint Legislative Budget Committee (JLBC).

PROVALIANT INDEPENDENT PROJECT OVERSIGHT
CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (2006 - 2008)

Mr. Solheim was the Public Retirement System expert for the IPOC/IV&V team overseeing the Accenture $200MM contract for the PSR project. His responsibilities included: Risk Analysis and Reporting Review of Functional Project Deliverables, and Expert Resource on Public Retirement Systems

PROVALIANT SR PROJECT MANAGER
OREGON PUBLIC EMPLOYEES RETIREMENT SYSTEM (2003 - 2005)

Mr. Solheim managed the implementation of jClarety, a Public Retirement System application for the Oregon Public Employees' Retirement System. The project has 3 phases: (1) Employer Wage and Contribution Reporting (Implemented on January 1, 2004), (2) Membership (Scheduled for implementation on November 15, 2004), and (3) Benefit Payments (Scheduled for implementation on June 30, 2005)

PROVALIANT SR PROJECT MANAGER
STATE OF HAWAII EMPLOYEES RETIREMENT SYSTEM (2001)

Mr. Solheim performed Requirements Definition using the Rational Unified Process and Unified Modeling Language (RUP/UML). Mr. Solheim was primarily responsible for the service credit calculation and service acquisition functional areas.

VP OF CUSTOMER SERVICE
GREENS.COM (1999 - 2000)

Reporting to the CEO, Mr. Solheim created the Greens.com Customer Service Organization. He was responsible for fulfillment of all commitments to the Greens.com customer golf courses. In less than 6 months, Mr. Solheim developed processes, defined roles, recruited and trained staff.

Shelly Pardis

15 Years in IT

21 Years in Pension

11 Years as Project Manager

HIGHLIGHT

Ms. Pardis is a PMP® certified professional and Senior Business Consultant with over 20 years of in-depth technical and business experience in the public retirement sector including over 15 years leading multiple technical improvement projects.

CERTIFICATIONS

- Project Management Professional (PMP®)
- Certified Scrum Master (CSM®)
- Certified Scrum Product Owner (CSPO®)

EDUCATION

- Montana State University, BA

EXPERIENCE

SR. PROJECT MANAGER AND CONSULTANT
ILLINOIS MUNICIPAL RETIREMENT FUND
(2016 – Present)

HORIZON PROJECT: Ms. Pardis currently serves as a Provaliant project manager with the Illinois Municipal Retirement Fund (IMRF) system replacement project. This role works directly with the corresponding project managers from the software vendor and IMRF to jointly manage the project resources and activities. The Provaliant team provides oversight project management, business analysis, and IV & V services for the IMRF modernization initiative.

LEAD PROJECT FACILITATION SPECIALIST
MONTANA PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION (2011 - 2016)

PERIS PROJECT: Ms. Pardis served as MPERAtiv Program Core Team Lead for the Public Employee Retirement Information System (PERIS) Project - implementation of a single, complete Line of Business pension system, employer reporting portal and member self-serve portal, intended to replace the legacy mainframe and oracle systems. Ms. Pardis was involved in all aspects of the project life cycle including defining requirements, RFP review, design, conversion, reviewing training documentation and user acceptance testing.

MPERA DATA CLEANSING PROJECT: Ms. Pardis served as MPERAtiv Program Core Team Lead for the MPERA Data Cleansing Project. Ms. Pardis work with third party vendors to lead activities including defining data elements, data cleansing, data mapping and data validation. Providing feedback for acceptance of artifacts was also required.

MPERA IMAGING PROJECT: Ms. Pardis served as MPERAtiv Program Core Team Lead for the MPERA Imaging Project. Ms. Pardis performed activities including RFP review, design and implementation of requirements to implement the Laserfiche imaging solution.

MPERA BUSINESS PROCESS MODIFICATION PROJECT: Ms. Pardis served as a member of the Project Core Team for the MPERAtiv Program which included the MPERA Business Process Modification Project. Activities performed for this project included assisting in documenting as-is business processes, identifying business process modifications, manual work-a-rounds, dependencies, roles and supporting business rules.

ACTIVE DATABASE MANAGER
MONTANA PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION (2007 - 2010)

EMPLOYERS REPORTING ALL EMPLOYEES PROJECT (ERAE): Ms. Pardis was part of the team for this multi-phase project to enhance the online employer reporting system. This required working with internal staff, external employers and third-party vendors to define requirements, design and implement new file formats and online screens, develop new processes for reporting and monitoring of optional employee elections and working retirees. Ms. Pardis also participated in creating and executing test plans. The ERAE team was awarded the Governor's Award for Excellence in Performance.

EXPERIENCE CONTINUED

ACTIVE DATABASE MANAGER

Montana Public Employee Retirement Administration (2007-2011)

As Active Database Manager, Ms. Pardis was responsible for operations of the "active" mainframe databased computer system used to input, store, and retrieve membership, payroll and contribution data and the oracle based on-line payroll reporting system used by reporting employers including supervision of support staff for the active mainframe and online payroll reporting system. Other responsibilities included releasing refunds to terminated members and generating tax reports; approving of financial transactions such as service purchases and adjustments; balancing financial information in the active database; processing warrant cancellations; preparing and creating annual statements for all defined benefit retirement plans; and serving as agency representative for database re-design including screen design, editing requirements, correspondence and reports.

Business analysis activities included defining system requirements and objectives for active database and employer reporting systems for MPERA administered retirement plans including processing problems and implementing new legislative changes. Ms. Pardis provided technical information and support to private vendors, external reporting employers and internal agency programmers regarding legislative changes or enhancements to current systems; managing and performing testing and implementation of enhancements and new systems; worked closely with data conversion team on data mapping and conversion to new systems.

ACTIVE DATABASE TEAM MEMBER

Montana Public Employee Retirement Administration (2001-2007)

Ms. Pardis provided support services for the MPERA Active Database Manager including Employer Customer Service, processing of member account refunds and death claims, data entry and clean up, and back up to the Active Database Manager.

INSURANCE BILLING SPECIALIST AND RECEPTIONIST

Pardis Chiropractic Clinic, LLC (1992-2001)

KINGSLEY SWAMIDOSS

26 YEARS IN IT

19 YEARS IN PENSION

19 YEARS ARCHITECT

HIGHLIGHT

Kingsley Swamidoss is a Lead Architect with specialization in public retirement administration system. He provides advice on technical strategy, transformation, implementation, and help bring demonstrable value to end-users

EXPERIENCE

LEAD ARCHITECT
OREGON PERS
(2019 – Present)

Mr. Swamidoss is currently working at Oregon PERS in as a Lead Architect. Oregon PERS has Clarety framework as the pension administration system. Primary work is to implement the Senate Bill SB1049 which establishes an Employee Pension Stability Account (EPSA) for contributing members. Mr. Swamidoss is leading the technical architecture implementation in Clarety and the new EPSA system. Primary responsibilities include:

- Application Architecture
- Solution Architecture
- Spring Boot, REST
- Technology Stack
- Azure, Spring Boot
- Power BI Reporting
- Performance
- Code Quality
- DevOpsSec
- Integration Architecture
- Modernizing UI
- SSO, OAuth

PERSPECTA LEAD ARCHITECT
TEACHER RETIREMENT SYSTEM OF TEXAS
(2013 – 2019)

Mr. Swamidoss was a Lead Architect for Teacher Retirement System of Texas. His primary role was to establish a Service Oriented Architecture (SOA) with Clarety to support one of the largest Pension System in the US. Primary responsibilities include:

- SOA Architecture
- Application Architecture
- SSO, Identity Proofing
- Modernize scalability
- Improve batch cycle
- Canonical Model
- Code Quality
- Contact Center
- Strong Security/MFA
- Identity Proofing
- Digital Signature
- Leverage Cloud Service
- SAST/DAST
- Performance

EDUCATION

- Madurai University (India), Bachelor of Engineering, Computer Science and Engineering

Mr. Swamidoss has performed as an Architect and led architecture teams as a Lead Architect role for various public retirement systems:

Role, Pension Plan and Size	Yrs.	Project and Technology
Lead Architect **Oregon Public Employees Retirement System (PERS)** **Members: 289,380** **Employers: 2000+**	4	Modernization Project with jClarety and Senate Bill Implementation jClarety Technology Stack, Red Hat JBoss EAP, Spring Boot, Spring Batch, OAuth2, Red Hat SSO, Microservices, Packaged Business Capabilities, REST, Azure, Power BI, Code Quality tools, Security tools, DevOps tools, Automation tools, Leverage Cloud Services, SQL Server Upgrade, Tuning and replication strategy Replacement Project with jClarety jClarety Technology Stack, WebSphere, SQL Server, FileNet, Kofax, GECS, Performance Tuning, and replication/scaling strategy.
Lead Architect **Teacher Retirement System of Texas (TRS)** **Members: 1,591,955** **Employers: 1,200+**	7	Replacement Project with jClarety using Service Oriented Architecture jClarety Technology Stack, FileNet, Red Hat JBoss EAP, OAuth2, Member SSO(OKTA), Electronic Notifications (Twilio), Digital Signature (OneSpan), Member Identity Proofing (Experian CrossCore), Red Hat Fuse ESB, REST, SOAP Power BI, Rules Engine, Code Quality tools, Security tools, DevOps tools, Automation tools, Leverage Cloud Services, SQL Server upgrade, Tuning and replication strategy, Dynamics CRM
Lead Architect **Public Employees Retirement Association of New Mexico (PERA)** **Members: 112,488** **Employers: 400+**	2	Replacement Project with jClarety jClarety Technology Stack, WebSphere, SQL Server, FileNet, Kofax, Hyperion/Brio SQR, GECS upgrade, Performance Tuning, and replication/scaling strategy.
Lead Architect **Nebraska Public Employees Retirement System (NPERS)** **Members: 141,748** **Employers: 400+**	2	Modernization Project with jClarety (Migrate Forte to Java) jClarety Technology Stack, SQL Server, FileNet, WebSphere, Hyperion/Brio SQR, GECS
Architect **Office of Retirement Services (ORS), Michigan** **Members: 474,711** **Employers: 1,200+**	2	Replacement Project with jClarety jClarety Technology Stack, WebSphere, SQL Server, FileNet, Kofax, Performance Tuning, Hyperion/Brio SQR, GECS and replication/scaling strategy.
Architect **Wisconsin Employee Trust Fund (ETF)** **Members: 648,486** **Employers: 1,516**	2	Replacement Project with Custom Pension Administration System (PAS) Java and open-source technology stack, WebSphere

LAURA R. DELISLE

15 YEARS IN IT

9 YEARS IN PENSION

10 YEARS FUNCTIONAL LEAD

HIGHLIGHT

Multi-skilled professional with a successful track record of managing complex projects in a variety of environments and industries. Able to manage and facilitate stakeholder expectations and willing to take full responsibility for timely deliverables. A detail-oriented Business Analyst and Project Manager with over 15 years of professional experience and application.

EXPERIENCE

SENIOR BUSINESS ANALYST
PURPLE COMMUNICATIONS, AUSTIN, TX
(2021 – Present)

Mrs. Delisle is currently working as a Senior Business Analyst performing for Purple Communications, a video relay service provider for the deaf and hard of hearing communities, funded by the Federal Communications Committee(FCC). Worked on software projects for the business applications and development department including large scare application development to accommodate new federal regulations requiring registration of users of the service by validating identity and tracking registration status. Purple Communications Projects include:

- Short-term /Long-term Enterprise Registration
- Product Installation Scheduling Tool
- SQL server upgrade project
- Business Process Mapping

SENIOR BUSINESS ANALYST
OREGON ODOT
(2017 – 2021)

Mrs. Delisle was a Senior Business Systems Analyst performing as a contractor for Oregon Department of Transportation(ODOT). Provide technical analysis services to perform key responsibilities listed below:

- Monthly Status Report
- Requirements
- RFP Submittal and Demonstration Evaluation
- Project Meetings
- RFP and Statement of Work (SOW) development
- Test Plan, Testing & Defect Tracking

SENIOR BUSINESS ANALYST
LEFT COAST SOFTWARE CONSULTING,
Tigard, Oregon (2014 – 2016)

Mrs. Delisle was a Senior Business Analyst and Project Manager Provided expert Project Management support for owner/principal consultant on software implementation projects including tracking deliverables, managing change control and status reports. Provided expert business process analysis and recommendations for process improvements. Performed Quality Inspections on software updates to ensure functionality meets client acceptance criteria based upon documented baselines.

BUSINESS ANALYST
WEBMD HEALTH SERVICES,
Portland, Oregon (2013 – 2014)

Mrs. Delisle was a Business Analyst providing expert consultation to clients by analyzing and solving their business needs and technical requirements for their requested wellness programs. Offer clients the industry and technical best practices when recommending an effective functional design and overall configuration solution.

CERTIFICATIONS

CSM® certified and was PMP® certified

- 2019 Mar –Project Management Professional (PMP), PMI (renewal)
- 2015 Dec - Project Management Professional(PMP), Project Management Institute
- 2015 Aug - PMP Boot Camp, Project Management Academy
- 2014 Jan – Runner-up team award from Client Services Conference, WebMD
- 2013 Aug - Health insurance & open enrollment training certificate, WebMD
- 2012 Nov - 3-Day Agile Methodology Boot Camp training, via OPERS
- 2012 Fall - 7-Week SQL fundamentals and query-writing class, OPERS
- 2012 May - 1-Day Microsoft Excel Level 2 & Level 3 training, New Horizons CLC
- 2011 Jun - Certificate of outstanding performance on system conversion project, OPERS
- 2007 Jan - Certificate of appreciation on FileNet implementation, OPERS
- 2005 May - Oregon retirement fundamentals & calculations training cert, OPERS

EDUCATION

PROJECT MANAGEMENT INSTITUTE
Certificate # 1884080
Original Grant Date: 21 December 2015
Expiration 20 December 2021

SOUTHERN OREGON STATE COLLEGE
Ashland, Oregon – 1995
English/Art

BUSINESS ANALYST

OREGON PERS
Tigard, Oregon
(2004 – 2013)

Mrs. Delisle was the primary contact for business users and technology implementation vendors for Benefit calculations programmed for the Oregon PERS retirement system conversion and development, as well as ongoing maintenance and enhancement.
Coordinate and track project activities with key stakeholders to ensure timeliness and completion using the Software Development Life Cycle (SDLC) and Rational Unified Process (RUP).
Communicate with stakeholders on project progress through reports, meetings, and one-on-one communication.
Key responsibilities included:

- Facilitate meetings, provide agendas and minutes, and develop project work materials and presentations.
- Accountable for the quality assurance and quality control reviews for my division.
- Develop and review business process for Workflow (IBM FileNet Software) specifications and training documentation using Agile methodology.
- Understand user requirements and articulate those needs into system Features and User Requirements Specifications. Finalize specifications with business users and vendors.
- Responsible for the sign-off of all line of business deliverables including Vision documents, Use Case Specifications, User Interface Specifications, Business Rule Specifications, Supplemental and Report Specifications.
- Identification, communication, and prioritization of defects, both during testing and through everyday use of the software.
- Create Business Functional Testing (BFT) test cases and test suites. Perform BFT validation and report results, using SQL for queries of data for test case creations, reports and troubleshooting.
- Develop and review User Acceptance Testing (UAT) test cases and scenarios. Perform UAT and regression testing and report results to project stakeholders at the time of each code line deployment.
- Facilitate the process direction, advocating a balanced picture of the process, which consists of user needs, customer needs and system constraints.
- Instrumental in implementing a number of legislative changes and business requested enhancements within the new system.
- Provide staff with excellent customer service by assisting them with all system issues, troubleshooting, defect tracking and enhancement requests.

JEFF BURKE

18 YEARS IN IT

18 YEARS IN PENSION

8 YEARS APPLICATION ARCHITECTURE

HIGHLIGHT

Mr. Burke is a Sun Certified Wel Component developer and Publi Retirement System expert, with over 1 years of experience in design an implementation of business architecture and technology solutions.

CERTIFICATIONS

- Sun Cerified Web Component and Java Developer

EXPERIENCE

APPLICATION ARCHITECT
OREGON PERS
(2019 – Present)

Mr. Burke is currently working at Oregon PERS as the application architect. Oregon PERS has the Clarety framework as the pension administration system. His primary work is to design and implement the Senate Bill SB1049 which establishes an Employee Pension Stability Account (EPSA) for contributing members. Mr. Burke is leading the core application design implementation in Clarety and the new EPSA system. Primary responsibilities include:

- Application Design
- Application Development
- jUnit and unit testing
- Technology Upgrades
- Web Services Design and Development

PERSPECTA APPLICATION ARCHITECT
TEACHER RETIREMENT SYSTEM OF TEXAS
(2012 – 2019)

Mr. Burke was the Application Architect for Teacher Retirement System of TX. His primary role was to create the design of Wage and Contribution Reporting functionality. He created the core design of the batch framework so that batches can run during the regular business schedule simultaneously with the online application. He upgraded the Struts and JDK of Clarety application as well. He completed performance improvements of many system bottlenecks. Primary responsibilities include:

- Application Design
- Application Development
- jUnit and unit testing
- Technology Upgrades
- Design /code reviews
- Performance improvements

EDUCATION

- University of Dayton, Ohio, Bachelor of Science, Computer Engineering

EXPERIENCE CONTINUED

Mr. Burke has over 18 years of experience working with Clarety framework, and all 18+ years have been spent with public employees retirement plans. The work experience includes following pension plans:

Role, Pension Plan and Size	Yrs.	Project and Technology
Application Architect **Oregon Public Employees Retirement System (PERS)** **Members: 289,380** **Employers: 2000+**	11	Modernization Project with jClarety and Senate Bill Implementation jClarety Technology Stack, Struts, EJB, JSP, Log 4j, SVN, MS SQL Server Hyperion, JBOSS EAP and WebSphere Application Server, FileNet Replacement Project with jClarety jClarety Technology Stack, Webshere, SQL Server, FileNet, Performance Tuning, and replication/scaling strategy.
Application Architect **Teacher Retirement System of Texas (TRS)** **Members: 1,591,955** **Employers: 1,200+**	8	Replacement Project with jClarety using Service Oriented Architecture jClarety Technology Stack, FileNet, Red Hat JBoss EAP, Rules Engine, Code Quality tools, SQL Server upgrade
Developer **Michigan Office of Retirement System (MI ORS)** **Members: 474,711** **Employers: 1,200+**	1	Replacement Project with jClarety Struts, EJB, JSP, Log 4j, SVN, MS SQL Server, WebSphere Application Server FileNet

Mr. Burke has led the implementation of many technology and software upgrades which are utilized by the Clarety framework:

- Most recent upgrade work was conducted at Oregon PERS – migration of Struts 1.x to 2.6, Log4j to Log4j2, migration of application server from WebSphere to JBOSS EAP, Upgrade of online member services, employer and third-party portals
- Teacher Retirement System of Texas – migration from WebSphere to JBOSS EAP, migration of Struts to the most recent version, migration of Hyperion to SSRS

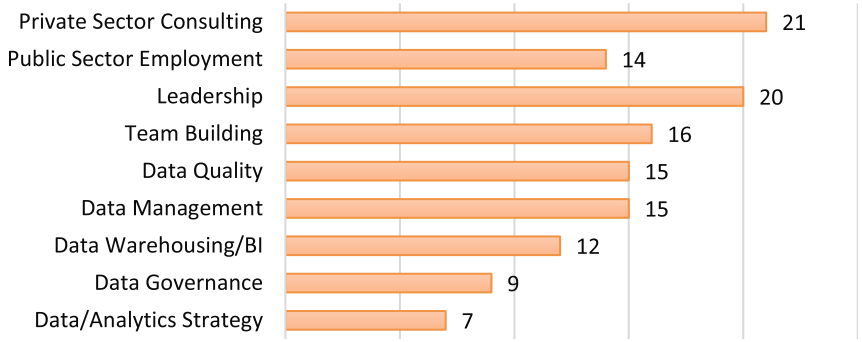
Mr. Burke has performed the roles of Application Architect and Senior Developer for various public retirement systems:

- Oregon Public Employees Retirement System : Application Architect/Senior Developer
- New Mexico Public Employees Retirement System : Subject Matter Expertise
- Michigan Office of Retirement System : Developer

Certifications:

- Sun Certified Programmer for the Java 2 Platform (acquired 2003)
- Sun Certified Web Component Developer for J2EE 1.4 (acquired 2007)

EXPERIENCE/SKILLS IN YEARS



JOHN LOVELACE

Seasoned and trusted leader recently creating the Data Governance and Analytics Office at the Employees Retirement System of Texas while implementing Data Governance across the enterprise.

WORK SUMMARY

ALLIED CONSULTING, INC. - 2022 to present

Provide consulting services as a sub-contractor to a vendor implementing a Pension Administration System to a state's Teachers' Retirement System

EMPLOYEES RETIREMENT SYSTEM OF TEXAS - 2007 to 2021

Held various positions while at ERS joining my PeopleSoft experience with healthcare data experience. Served as a business analyst, technical lead, project lead, and enterprise data manager. Most recently, was responsible for the entire cycle of implementing a data governance framework, including writing the Statement of Work, to vendor selection, being selected to implement a data quality program to sponsoring enterprise-wide projects across the agency. Selected to work on and lead several 'first' projects of their kind at the agency. Applied experience in these projects to help the data governance program be successful and gained respect from top to bottom of the agency.

Served as co-Chair of the Data Management Advisory Council of Texas.

PEOPLESOFT IMPLEMENTATION CONSULTANT

Working for various firms large and small, filled roles from developer to technical lead, traveled the U.S. working on teams implementing PeopleSoft HCM in the retail, mortgage, oil & gas, higher-education, health insurance and pharmaceuticals sectors.

LEVI, RAY & SHOUP, INC. (LRS), PENSION GOLD

Worked as a Business Analyst/Developer on the Product Development Team supporting the Pension Gold application using their proprietary tool set to implement new features into the product.

SYSTEMS ENGINEER

Technical resource supporting an Underwriting and Actuarial system for a national health insurance company.

Recent Professional Achievements	
Team Creation/Building	**Related Deliverables**
Data Governance & Analytics Office	Data and Analytics Strategies
Data Governance Council	Common Business Language
Data Quality Management Team	Data Steward Team/Data Quality Metrics
Data Management Services Team	Implemented the Enterprise Data Warehouse
PeopleSoft Pension Applications Team	Best of Texas Award – OPA Project
PeopleSoft Pension Applications Team	PeopleSoft Pension Implementation

Detailed Professional Experience
Allied Consulting, Inc., Austin Texas - 2022 to present Senior Consultant

- Provided consulting services as a sub-contractor implementing a Pension Administration System to a state's Teachers' Retirement System
  - Frequently asked to input to a software solution to solve a business problem
  - Provide guidance around data usage in the new system

Employees Retirement System of Texas, Austin Texas - 2007 to 2021
Enterprise Data Manager - 2018 to 2021

- Implemented, operationalized, and led a data governance program across the enterprise
  - The program was made up of approximately 35 people from across the agency
- Developed our first data and analytic strategies
- Chaired the agency's Data Governance Council
- Rolled out critical data analytic capabilities across the organization
- Built the Data Quality Management Program and Metadata Management Program
- Responsible for implementation of the Common Business Language
- Selected and acquired approximately $4m in software, consulting services, and data; hired contractors (~20) and full-time employees (~7)
- Educated the enterprise on the value of using data outside of its usual operational use; promoting data literacy and data ethics
- Led the implementation of a repository enabling the connection of all of the following to one another (where possible):
  - Data Quality Management Program metrics
  - Common Business Language
  - Business and Technical Metadata

The Employees Retirement System of Texas, Austin Texas
Data Management Service (DMS) Lead - 2016 to 2018

- Decision-maker working for the CIO; responsible for writing Statements of Work and follow-up vendor selection; tool proofs of concept and follow-up selection.
- Built the Data Management Services team from the ground up having the following capabilities:
    - Data Governance & Data Quality:
      Procured a vendor to implement an enterprise-wide data governance/data quality framework. We used both Alteryx/Tableau for the initial project to create and monitor data quality metrics and targets
    - Enterprise Data Warehouse:
      Procured and implemented a data warehouse automation tool suite to build the next generation of our data warehouses and enterprise data marketplace capabilities
    - Business Intelligence:
      Procured Alteryx Designer/Server to assist with blending and enhancing data being consumed by Tableau Dashboards along with future enterprise reporting and promoted the use and both to enable the agency to understand the power of analytics

The Employees Retirement System of Texas, Austin Texas
Business Intelligence Project Manager - 2013 to 2016

Led the BI Project to extend its capabilities

- Business Intelligence Project Manager of a Business Intelligence solution to extend the capabilities around the Enterprise Data Warehouse and Claims Data Warehouse
- With a wide degree of creativity and latitude heavily involved in the strategic direction, design and maintenance of the BI environment.
- Developed a five-year data strategy for the agency around the data warehouses
- Working with key business stakeholders I identified data and information needs and identified system requirements.
- Acted as liaison between all levels; assessed data extraction, report generation, and defects appearing in operations involving the data warehouse.
- Built prototype Tableau dashboards. Facilitated build-out of standard, processes, and security structure around deployment and promotion of data sources, server site, and templates for Tableau

The Employees Retirement System of Texas, Austin Texas
Business Data Analyst/Project Lead - 2009 to 2012

After implementing a business-rules engine, was offered the perfect opportunity to blend Blue Cross & Blue Shield data warehouse and PeopleSoft experience to build a data warehouse.

- Project Lead and Business Data Analyst of a Business Intelligence Data Warehouse (BIDW) solution comprised of data from a PeopleSoft HRMS package (Benefits Administration, Pension

Administration, and Payroll) and another solution joining the PeopleSoft data to detailed HIPAA data. Served the same role on the project to build and roll-out the original version of the solutions.
- In addition to Lead Analyst and Project Manager on the above effort, served as the lead on the installation, configuration, and roll-out of Tableau version 8 Server and Desktop applications which will sit atop all sources of data to be able to report valuable statistics for the upcoming Legislative Session.
- Major contributor on an award-winning project to move business logic from PeopleSoft to a third-party software tool. Instrumental in the design and development of business rules from PeopleSoft's Pension Administration System into a natural language Business Rules Management System (OPM). The project, the first of its kind, was completed in a phased approach to ensure sustained momentum.

The Employees Retirement System of Texas, Austin Texas
PeopleSoft Pension Application Technical Lead - 2007 to 2009

Responsible for a team implementing and supporting the PeopleSoft based Pension Administration system

- Led a team of five full-time employees and six consultants to ensure PeopleSoft HCM changes were implemented in a timely manner.
- Developed an aggressive transition plan to transition knowledge from the consultants to the employees.
- Months after go-live, managed the implementation of a heavily impactful legislative changes for the system
- Managed the implementation of mandated member documentation which summarized benefits they are entitled to
- Worked with Division Directors to set their priorities and participated in the Change Control Board meetings to mesh priorities with other divisions and resources.

Capgemini, LLC, Dallas Texas - 2002 to 2007
Senior PeopleSoft Consultant/Technical Lead

PeopleSoft HCMS implementations on the IBM/DB2 platform for international retailers.

- Performed analysis of current client systems to write business requirements for enhancements and new functionality required for the PeopleSoft HCMS systems.
- Coordinated and led the full range of Integration and System Testing.
- Built and led a team of onsite and offshore technical analysts to support implementations, including the establishment of priorities, setting offshore deliverable processes, managing scope and providing onsite technical support.

CedarCrestone, Alpharetta, Georgia - 1998 to 2002
Senior PeopleSoft Consultant - Developer/Technical Lead

PeopleSoft HCMS implementations on the UNIX/Oracle and DB2/MVS platforms for national clients.

ADP (formerly AG Consulting), San Francisco, California - 1996 to 1998
PeopleSoft Technical Consultant - Developer

PeopleSoft HCMS implementations on the UNIX/Oracle and DB2/MVS platforms for national clients.

Electronic Data Systems (EDS), Dallas, Texas and Milwaukee, Wisconsin - 1986 to 1996
Systems Engineer

Performed production support for the Underwriting and Actuarial Reporting team for Blue Cross & Blue Shield client

- Performed daily system maintenance in support of a Blue Cross and Blue Shield customer in a highly technical and complex role; line of business included the entire gambit of HIPAA data surrounding detailed health claims data.
- Wrote the ETL of claims data from a DB2 database to an Oracle based data warehouse

Military Service

United States Army - Honorable Discharge

Counter Signal Intelligence Analyst

Squad Leader and Section Leader

Texas Army National Guard - Honorable Discharge

Intelligence Analyst

Squad Leader

Education, Certifications, and Training

- Texas A&M University - Central Texas, Computer Science, 1985-1990
- TDWI Courses - Data Governance Fundamentals; Data Quality Management
- DataVersity Courses – Organizational Data and Analytics Strategy
- Oracle/PeopleSoft University
  - Oracle Policy Modeling (OPM) Business Rules Management System (BRMS)
  - Various PeopleSoft Functional and Technical courses
- Electronic Data Systems (EDS)
  - Systems Engineer Development (SED) Program
  - Operations Professional Development (OPD) Program

PRASHANT JAISWAL

26 YEARS IN IT

24 YEARS IN PENSION

15 YEARS DELIVERY MANAGEMENT

HIGHLIGHT

Mr. Jaiswal is a PMP® and Public Retirement System expert, with over 20 years of experience in leading business architecture and technology innovation.

CERTIFICATIONS

- Project Management Professional (PMP®)

EXPERIENCE

BUSINESS SOLUTIONS ARCHITECT
OREGON PERS
(2019 – Present)

Mr. Jaiswal is currently working at Oregon PERS in a Business Solutions Architect and Development Manager capacity. Oregon PERS has Clarety framework as the pension administration system. Primary work is to implement the Senate Bill SB1049 which establishes an Employee Pension Stability Account (EPSA) for contributing members. Mr. Jaiswal is leading the business architecture implementation in Clarety and the new EPSA system. Primary responsibilities include:

- Business Architecture
- Delivery Management
- Project Management
- Project Estimation
- Technical Architecture Analysis
- Quality Assurance

PERSPECTA BUSINESS ARCHITECT
TEACHER RETIREMENT SYSTEM OF TEXAS
(2012 – 2019)

Mr. Jaiswal was the Business Architect for Teacher Retirement System of TX. His primary role was to establish the vision of multi-year phases implementation of retirement system functionality. He created the business implementation strategies which required coordination with business, project management, data migration, architecture, development teams and establish common goals for various phases of the project. Primary responsibilities include:

- Business Architecture
- Delivery Management
- Project Management
- Project Estimation
- Requirements Gathering
- Quality Assurance

EDUCATION

- SGS Institute of Technology (India), Bachelor of Engineering, Computer Science and Engineering

Mr. Jaiswal has over 24 years of experience working with Clarety framework, and all 24+ years have been spent with public employees retirement plans. The work experience includes following pension plans:

Role, Pension Plan and Size	Yrs.	Project and Technology
Business Architect **Oregon Public Employees Retirement System (PERS)** **Members: 289,380** **Employers: 2000+**	11	Modernization Project with jClarety and Senate Bill Implementation jClarety Technology Stack, Struts, EJB, JSP, Log 4j, SVN, MS SQL Server Hyperion, JBOSS EAP and WebSphere Application Server, FileNet Replacement Project with jClarety jClarety Technology Stack, Webshere, SQL Server, FileNet, Performance Tuning, and replication/scaling strategy.
Business Architect **Teacher Retirement System of Texas (TRS)** **Members: 1,591,955** **Employers: 1,200+**	8	Replacement Project with jClarety using Service Oriented Architecture jClarety Technology Stack, FileNet, Red Hat JBoss EAP, Electronic Notifications (Tiwlio), Digital Signature (OneSpan), Member Identity Proofing (Experian CrossCore), Red Hat Fuse ESB, Rules Engine, Code Quality tools, SQL Server upgrade, Dynamics CRM
Development Manager **Nebraska Public Employees Retirement System (NPERS)** **Members: 141,748** **Employers: 400+**	3	Replacement Project with Forte Clarety Forte, MS SQL Server, JSP, FileNet
Delivery Manager **Public Employees Retirement Association of New Mexico (PERA)** **Members: 112,488** **Employers: 400+**	2	System Maintenance and Modernization Project with jClarety jClarety Technology Stack, Struts, EJB, JSP, Log 4j, SVN, MS SQL Server Hyperion, WebSphere Application Server, FileNet
Functional Architect **Employees Retirement System of Rhode Island (ERSRI)** **Members: 474,711** **Employers: 1,200+**	1	Replacement Project with Forte Clarety Forte, MS SQL Server, JSP, FileNet
Lead Developer **Mississippi Public Employees Retirement System (MSPERS)** **Members: 262,978** **Employers: 1,516**	2	Replacement Project with Forte Clarety Forte, MS SQL Server,

L. SUBCONTRACTORS

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

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

Allied Consultants Inc. of Austin, Texas, is subcontract to Provaliant Retirement, LLC to provide the services of John Lovelace as the Data Migration Lead for the project. The specific tasks that John will perform are detailed in this proposal wherever Data Migration activities are discussed. John is allocated full-time to the project at approximately 160 hours per month. This is the only subcontracted work in this proposal, and it is approximately fifteen (15) % of the total performance hours

Contact information for Allied Consultants Inc. is below.

Name:	Allied Consultants Inc.
Address:	1304 West Avenue, Austin, TX 78701
Phone number:	512.236.8535

Allied Consultants Inc. (ACI) Experience with Retirement, Pensions, And Benefits applications

ACI is a proven and trusted ERP Integrator and staff augmentation provider with a valued combination of resources and experience:

- For the past 30 years ACI has been the largest provider of IT services for Texas state agencies, higher education institutions, local government, and quasi-government entities.
- ACI's dedicated U.S.-based team is a leader in providing staff augmentation services to government entities through master contracts since 1998.
- ACI's has a history that includes providing technology services, deploying over 500 IT professionals to over 70 public sector entities.
- ACI consistently maintains a large team of senior IT professionals through our marketing and outreach activities at conferences, trainings, and agency sponsored events.

ACI has provided staff augmentation services to public sector clients across the United States. Included in this list of clients are several pension agencies in the US including the Teachers Retirement System of Texas (TRS), Employees Retirement System of Texas (ERS) North Dakota Teachers Retirement Fund (NDTRF), Contra Cost County Employees Retirement Association (CCCERA) and Texas County and District Retirement District (TCDRD). For the purposes of our response, we have selected two of

our largest pension customers who we have had long term contracts with to provide staff augmentation services on their system replacement and modernization projects.

Employees Retirement System of Texas	Reference Information
Project Title	Retirement Insurance System Enhancement (RISE)
Contract Value	$311,247.68
Delivery Period	December 2021 – Present
The Employees Retirement System of Texas (ERS) administers benefits that contribute to a secure retirement for state employees, elected officials, law enforcement and custodial officers, and judges. These benefits are paid through the ERS fund, the Law Enforcement and Custodial Officer Supplemental Retirement Fund (LECOSRF) and the Judicial Retirement System (JRS) Plans 1 and 2. About 60% of the annuity payments from the ERS Retirement Trust Fund (all funds collectively) come from investment earnings, with the remainder coming from participant and state contributions. FY21 was an exceptional year for investment returns, with a one-year return of 25.46%, adding $5.8 billion to the Fund, bringing the fiscal year-end Fund total to $34.9 billion. There are 136,726 active contributing members and 120,294 retirees and beneficiaries. In FY21 $2.8 billion in annual annuity payments were distributed. ERS has 365 full-time employees to carry out the mission of the agency. ACI has had a long-term relationship with ERS which began in 1998 and has continued through today with minor breaks in services. Our original contract with ERS was to provide project management, business analyst, ERP and mainframe programming staff as part of a team responsible for the modernization of legacy mainframe systems to PeopleSoft Financials, Human Resource Management System, Full Benefit Administration and Pension. After the implementation of these applications, we continued to supply resources to maintain and enhance the solution. Today we are supplying staff services on the Retirement Insurance System Enhancement (RISE) project, a solution which will replace the legacy pension and benefit system. Our current task is to perform data conditioning and pre-conversion services in advance of the acquisition of the RISE solution. Our depth of knowledge of the underlying data has placed in key roles on this initiative.	

Teacher Retirement System of Texas	Reference Information
Project Title	TRS Enterprise Application Modernization (TEAM)
Contract Value	$1,039,000
Delivery Period	June 2012 – Present
ACI's experience with the Teacher Retirement System of Texas (TRS) public pension plan is an excellent example of working in collaboration with state employees to supplement their efforts through staff augmentation. TRS maintains one of the largest pension systems in the nation with 1.6 million active and retired teachers from more than 1,300 school districts and assets of $145.4 billion in 2018. In addition, TRS provided $9.7 billion service retirement payments and $300 million in disability benefits and death benefits in 2018.	

Teacher Retirement System of Texas	Reference Information
TRS is currently undergoing significant upgrades to its enterprise-wide systems. This is being accomplished with several projects that utilize new technologies to improve the quality of service delivered to TRS members through a new Pension Administration Line of Business (LOB) system, Teacher Retirement Unified System for Technology (TRUST); the Financial System Replacement (FSR) Project; a new website; and all related interfaces and supporting technologies. This multi-year effort is known as the TRS Enterprise Application Modernization (TEAM) Program. ACI is providing application development, data management, and legacy system maintenance as a prime contractor, subcontractor, and staffing services provider at TRS.	

In summary, ACI qualifications for providing staff augmentation services are unmatched, and our comprehensive approach to delivering IT services will provide the highest overall value to our customers. The services we present, along with our team of professionals (all of whom have proven leadership abilities and extensive technical and pension and benefit subject matter expertise) ensure that the engagement will deliver the timely and successful results required by our customers.

3. TECHNICAL APPROACH

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

A. SOLUTION AND IMPLEMENTATION SERVICES REQUIREMENTS

Complete and submit the Appendix A. OSERS Transfer Project Solution and Implementation Services Requirements Response Workbook according to the instructions provided in the workbook.

Provaliant has described the approach to accomplish the requirements outlined in the workbooks “2.Solution Requirements” and “3.Imp. Svcs. Requirements” of Appendix A OSERS Transfer Project Svcs Requirements.

B. PROJECT APPROACH AND UNDERSTANDING

i. Schedule and Work Plan

The bidder should provide a project schedule and high-level work plan to meet the requirements and deliverables of this RFP. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones.

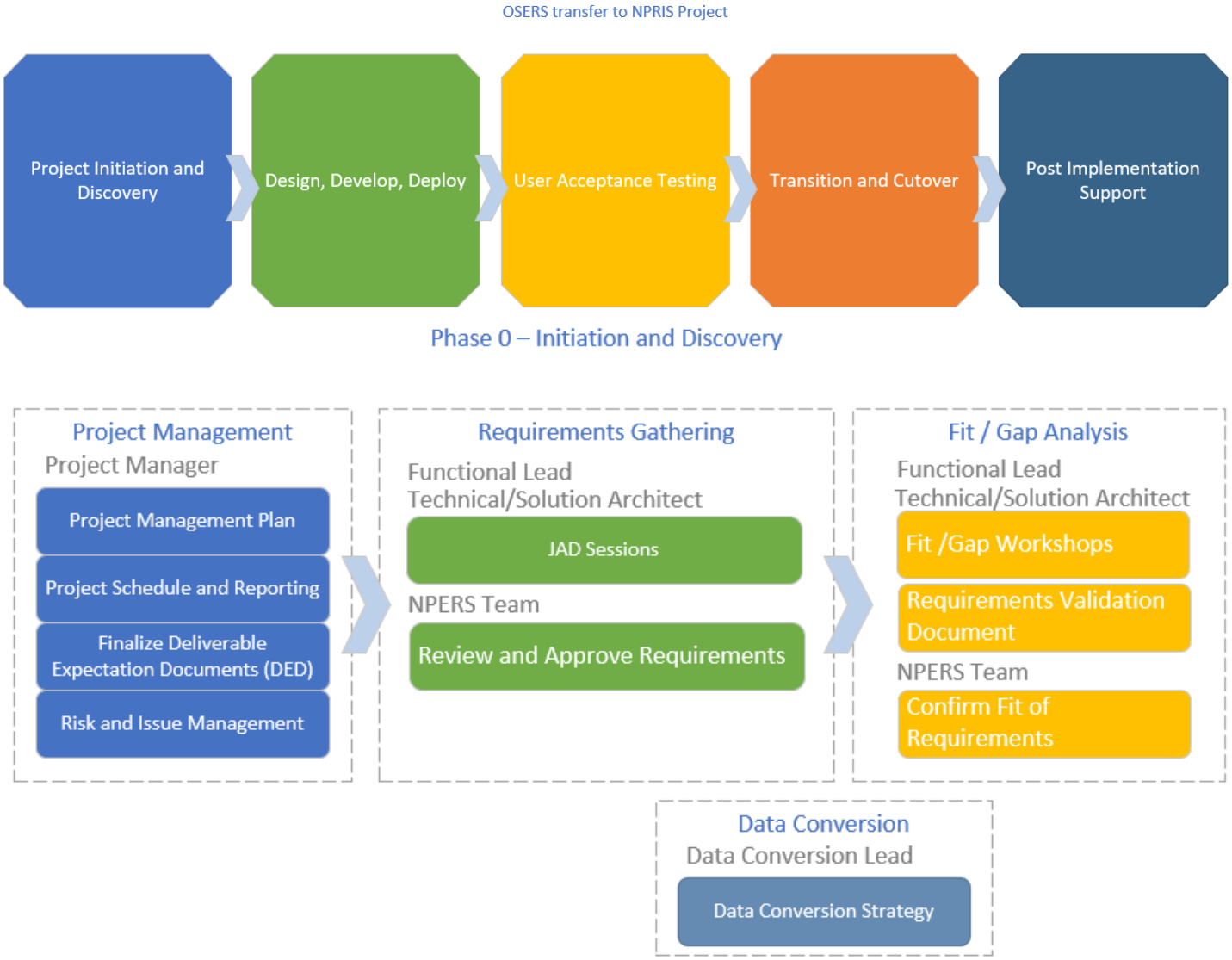
The contents should include, at a minimum, elaboration of, and details related to, the following:

a) The method used to estimate the project level of effort and schedule, including tools and techniques used to obtain the estimates. Identify the source or basis of the estimates used to develop the bidder’s response and the level of uncertainty and risk associated with the estimates.

b) A project schedule and high-level work plan to meet the requirements and mandatory deliverables (detailed in Section VI.A.5.c Deliverables) of this solicitation, with start and end dates.

c) Provide tasks, durations, key deliverables, and key milestones that correspond to the project schedule, deployment approach proposed, and deliverables proposed, as detailed in other sections of the RFP.

Provaliant is proposing Phase 0 – Initiation and Discovery phase for OSERS transfer to NPRIS project. During this phase Provaliant will develop Project Management Plan and complete Requirements Gathering/Fit-Gap analysis for technical and functional requirements of OSERS. We will also develop a Data Conversion Strategy during this phase to convert OSERS data to NPRIS.



Provaliant has developed a proprietary estimation technique for impact analysis to jClarety based retirement system implementations. Our efforts are driven by the analysis of business functions (whether they are new or existing), complexity of business process, input(s)/output(s) of the business process, and the associated business rules. These factors allow us to estimate the requirements definition/fit-gap analysis phase of a major change to the system. Provaliant uses MS project assisted resource leveling and assignment techniques to derive the critical path of the schedule. Provaliant uses a three-point estimation technique – best case, most likely, and worst-case scenario efforts to plan for slack/contingencies for a large system implementation.

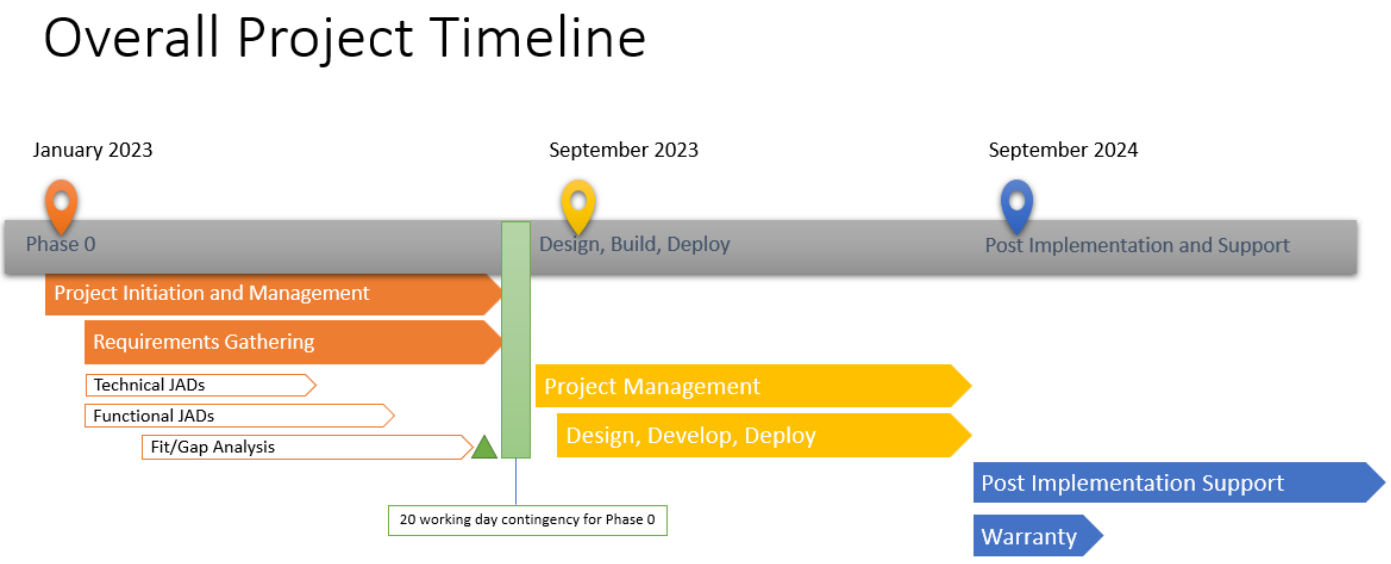
Typically risks for any project failure are higher during the Initial Phase when the project management approach is being setup and Requirements Definition/Fit-gap analysis phase. Project governance structure setup and validation of high-level scope is performed in this phase. Major decisions and risk

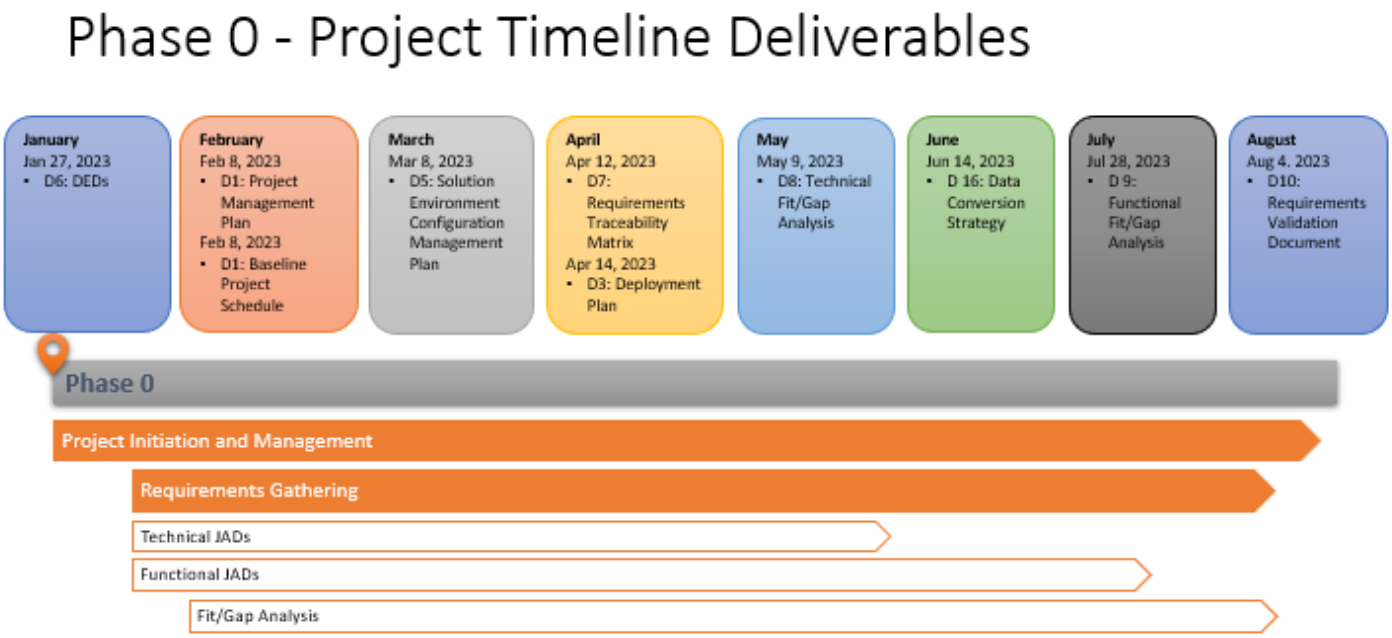
factors are identified during this phase which potentially have a direct impact on the design/development approach.

ii. Key Schedule / Work Plan Considerations

- Provide an integrated, milestone-level and detailed (level 2 Work Breakdown Structure (WBS) minimum) work plan, including Gantt chart of the Proposed Project Schedule that includes all services requested in this RFP.
- Schedule milestones should correspond with the deliverables required in this RFP.
- The bidder must include reasonable and incremental review periods for Deliverable Expectations Document (DED) (see Section V.D.3.a Implementation Planning & Management for more information) and deliverables that allow sufficient time for both NPERS review and bidder to update deliverables based on NPERS review feedback.
- The bidder must clearly plan for and indicate slack / contingency in the project schedule to account for potential delays or issues.
- Bidder must account for the LB 147 legislative deadline and confirm ability to meet the deadline and/or raise any concerns about meeting the deadline.

The proposed timeline for OPS Transfer project is shown in the diagram below. We have also identified the deliverables which will be produced during Phase 0.





Our experience demonstrates that a project is most risky during the requirements definition/fit-gap analysis phase. Typically, in an RFP the requirements are at a very high level and there are many decisions outstanding with key stakeholders to confirm if the scope of functionality is final. The project schedule developed during this phase typically have a low degree of confidence (about 20-25%) of successful completion.

Once the requirements definition/fit-gap analysis phase is complete it gives a firm scope to develop a resource leveled project schedule with a high degree of confidence (about 75-80%). That is why it is extremely important to break the project implementation into two phases:

1. Project Initiation and Fit-Gap Analysis (Phase 0)
   Expand on setting up the PM office, conducting JAD sessions and complete the fit-gap analysis. One of the outcomes is the detailed estimates of Design/Development/Testing/UAT of the functionality

2. Design, Develop, Deploy
   Based on the detailed effort estimates from the previous phase develop the detailed schedule for implementation with high degree of confidence.

Provaliant believes that until the fit-gap analysis phase is complete, it is extremely difficult to determine a firm timeline and cost for the implementation of OPS Transfer Project. For this reason, we are proposing a project schedule with cost only up to the Fit-gap analysis phase. During the Fit-gap analysis phase we will discuss with NPERS strategies to meet the legislative mandated dates. We will consider minimum viable solution to support OSERS functionality in NPRIS, review the timeline of

implementation and a phased implementation approach. Our goal is to minimize the implementation risks and NPERS to be successful in implementation of the OPS Transfer project. Major factors contributing towards this strategy are:

- The hard implementation date of July 2024 is extremely aggressive with the current scope defined in the RFP for OPS Transfer Project.
- One major criterion for the success of OPS Transfer Project is dependent on if the file format of NPRIS for Employer Reporting can be adapted as is by the OPS district. This can only be confirmed during the fit-gap analysis phase. Reporting of non-qualifying members is not allowed in the NPRIS system, and the RFP requirements states to allow Non-Cons for OPS plan members.
- Cash Receipt Intake process for the OPS district need to be confirmed during the fit-gap analysis.
- General Ledger accounting for various business process of OPS need to be analyzed and potential gap need with NPRIS to be defined to identify the impact on system changes (this includes changes to Annuity Payroll functionality as well). Typically, any changes to General Ledger have a potential regression impact across the whole system.
- Impact to the Service Credit Purchase functionality of NPRIS to allow Pre-tax and Post-tax monies need to be analyzed.
- Data Migration scope is not clearly defined in the RFP. During the fit-gap analysis phase the data source and data being available electronically need to be identified.
- There are many architectural changes for NPRIS system which must be completed first before any design/development activities for OPS can start. The solution for the currently supported version of Struts, new reporting solution framework, correspondence management framework can be established during the fit-gap analysis phase. We also believe changes to allow partial posting of Wage and Contribution Reports should happen after the OPS project is live in production. We are open to discussion with NPERS to decide a strategy for these changes.

iii. Project Management Approach

Describe the approach to overall project management and integration of all activities required by the RFP. This section must include the:

a) Project Management Methodology (and compliance with Project Management Institute (PMI) standards).
b) Communications Management Approach.
c) Issue Resolution Methodology.
d) Risk Management Methodology.

Identify key implementation risks and risk mitigation strategies of the project based on bidder experience.

Describe the Quality Management Approach and Methodology.

Describe the Change Control Methodology.

Project Management Approach

Provaliant's Total Project Management™ methodology is based on the PMBOK (Project Management Body Of Knowledge) as published by the PMI (Project Management Institute). All TPM™ plans, processes and templates adhere to the standards as defined by the PMI. During project initiation in Phase 0, Provaliant will work together with NPERS to tailor the TPM™ plans, processes and templates to provide and Integrated Project Management Plan (PMP) that will provide overall project management structure and integration of all activities required by the RFP. The PMP will contain all the required content shown in Deliverable 1 (Project Management Plan) of RFP Table 3 (Implementation Planning & Management Activities and Deliverables), including the:

a. Project Management Methodology (and compliance with Project Management Institute (PMI) standards)
b. Communications Management Approach
c. Issue Resolution Methodology
d. Risk Management Methodology

Communications Management Approach

Provaliant will work together with NPERS, using the available TPM™ processes, templates and tools to tailor a Communication Plan to the needs of the project. The key output of the Communication Plan will be a spreadsheet that shows for each stakeholder group:

a. Which communications they will receive
b. What communication mediums will be used
c. When communications occur

Issue Resolution Methodology

Provaliant will work together with NPERS, using the available TPM™ processes, templates and tools to tailor an Issue Resolution Methodology to the needs of the project.

Provaliant has a process and template for an integrated RAID (Risks, Action Items, Issues, Decisions) log. The log can be implemented via spreadsheet, SharePoint or other tool as agreed upon between NPERS and Provaliant for the most effective use by project stakeholders.

Along with the Raid Log, Provaliant will adjust the TPM™ Issue Resolution Process to resolve issues most efficiently within the NPERS governance structure.

Risk Management Methodology

Provaliant will work together with NPERS, using the available TPM™ processes, templates and tools to tailor a Risk Management Methodology to the needs of the project. As with Issue Resolution, the customized TPM™ integrated RAID (Risks, Action Items, Issues, Decisions) Log will be used.

The table below (Table #6) identifies the key risks to the project:

Table 6 : Key Risks and Mitigations Strategy

Key Risks	Mitigations
1. Functional Scope – Until the fit-gap analysis is completed, the scope is not defined in enough detail to accurately estimate the effort and duration of required system modifications.	Perform a fit-gap analysis within the first project phase and make the necessary project plan adjustments based on the findings.
2. OSERS Payroll Reporting – OSERS may not be able to make the necessary payroll reporting changes as needed to meet the schedule, especially if full payroll reporting is to be achieved.	Being working with OSERS as quickly as possible, sharing the required payroll reporting format and content.
3. Data Migration - Data quality issues could delay the project and could depend on OSER to perform data cleansing.	As soon as possible, begin OSERS data migration into a staging database, producing exceptions for OSERS to resolve if the data cannot be corrected through data migration rules.
4. NPRIS Technical Debt – Legacy application architecture might not be sufficient, and remediation could delay the project.	Continue NPERS staff work on NPRIS, applying critical fixes, updates, and enhancements as necessary in parallel with the OSERS projects. Defer non-critical items to avoid impact to the OSERS project.

Key Risks	Mitigations
5. Aggressive Fixed Statutory Deadline - Transfer of OSERS to NPERS might not be achievable by September 1, 2024.	As an output from the fit-gap analysis, identify an MVP (Minimum Viable Product) to have implemented by July 14, 2024, providing approximately 6 weeks of contingency to deal with any issues that arise late in the project.
6. Regression Testing – Testing to ensure NPRIS is not adversely impacted by OSERS changes may delay the project.	Begin building automated regression testing processes as soon as possible. Include the regression testing scripts in the Test script execution in the testing process along with the new test scripts for OSERS functionality.
7. Infrastructure Preparation – Additional infrastructure to support contractor virtual machines, development/test environments will require additional staff.	Complete the additional infrastructure capacity plans required to support the OPS Transfer project and procure necessary virtual machines, licenses in advance.

Quality Management Approach and Methodology

Provaliant will work together with NPERS, using the available TPM™ processes, templates and tools to tailor a Quality Management Approach to the needs of the project.

Provaliant's TPM™ contains template plans, processes, and forms for Quality Management. Using the TPM™ templates as a starting point, Provaliant will work together with NPERS to create a Quality Management Plan that will efficiently deal with changes that occur during the project. The objectives of the Quality Management Plan will be to:

1. Identify Product Quality Objectives
2. Identify Process Quality Objectives
3. Define the Deliverable and Artifact Review Process
4. Quality Assurance Tools

The Quality Plan will inform the creation of a Testing Plan. Among other things, the Testing Plan will define the types of testing to be performed, the roles of the participants, and the format of test scripts.

Special consideration will be given to the creation of automated regression testing scripts to confirm that any changes to accommodate OSERS do not adversely impact the existing NPRIS functionality.

Along with the Testing Plan, a PIR (Problem Incident Report) Process will be defined to manage PIRs. Provaliant will consider the NPERS PIR process to come up with a process that will best meet the needs of NPERS for the OPS Transfer Project.

Change Control Methodology

Provaliant will work together with NPERS, using the available TPM™ processes, templates and tools to tailor a Change Control Methodology to the needs of the project.

Provaliant's TPM™ contains template plans, processes, and forms for change control. Using the TPM™ templates as a starting point, Provaliant will work together with NPERS to create a Change Control Plan that will efficiently deal with changes that occur during the project. The objectives of the Change Control Plan will be to:

1. Identify the best solutions for NPERS when changes are identified that impact scope, schedule, resources, cost or quality.
2. Simplify the administrative aspects of the change control process

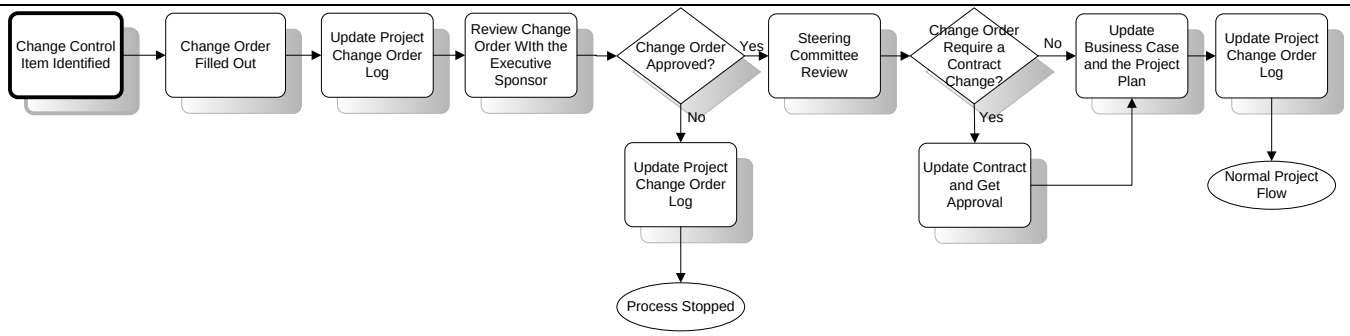
The contents of the Change Control Plan will include:

1. Purpose of the Change Control Plan
2. Change Control Process
3. Tools and Techniques
4. Roles and Responsibilities

The Change Control Plan will be an extension of the change control language in the Master Contract, which typically would allow NPERS and Provaliant, upon the written agreement, to make changes to the contract within the general scope of the solicitation. When a change is identified, the general Change Control Process in the Change Management Plan will include the following steps:

1. Identify — The need or desire for change is identified and a Change Order is filled out
2. Assess — Change Order is reviewed, and impacts are determined
3. Respond — Change Order is approved or denied
4. Execute — Change is implemented
5. Control — Change(s) are controlled by adherence to this process

The typical Provaliant Change Control Process is depicted below:



iv. Project Approach / Deployment Strategy

The bidder should demonstrate a clear understanding of the project and clarify concisely any major issues or concerns. This section should include a narrative overview of how project activities will be executed to optimally meet and/or exceed NPERS' requirements. The bidder's approach should demonstrate the bidder's experience, expertise, and ability to plan and complete all work required under a contract arising from this RFP.

The bidder should provide the following information:

a) A narrative that identifies the project lifecycle approach that the bidder will apply to the project (appropriate to the scope, magnitude, and complexity of the OSERS Transfer Project).

b) Confirm whether the development approach will be Agile or an Agile-hybrid and detail each stage of development and major activities.

c) A well-articulated and concise narrative for each phase or work stream that fully describes bidder's methods, tools, accelerators, and frameworks associated with the bidder's proposed approach to fulfill the roles and responsibilities described.

Provaliant is proposing a Project Planning/Requirements Gathering/Fit-gap Analysis phase called as "Phase 0" for the OPS Transfer Project. This phase of the project will follow a waterfall SDLC. During this phase:

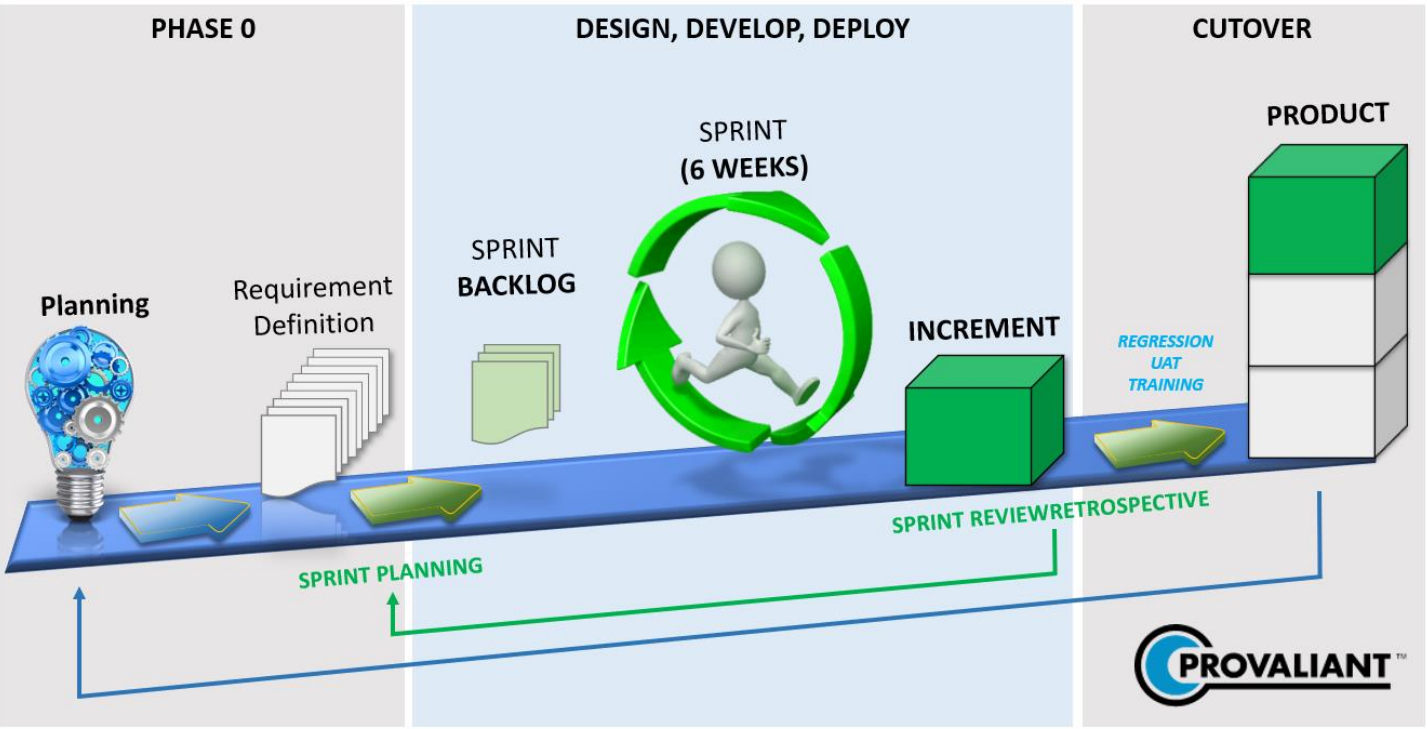
- Provaliant will create the Project Management Plan and setup other related deliverables with Project Management track.
- Provaliant (with help from NPERS team) will setup JAD sessions with OPS to understand the requirements for OPS Transfer project and perform a fit-gap analysis of impact to NPRIS
- Provaliant will create a Regression Test strategy and plan for business processes of NPRIS.
- Provaliant will create effort estimates for the remaining phases of the project – Design/Development, Testing, UAT and Post Implementation Support

Based on Provaliant's experience with implementation of other retirement system plans adopting to an Agile-hybrid development approach is the best approach for NPERS. We believe that creating very small sprints are not very effective and do not provide any real benefits to the project. Very small sprints do not create enough functionality for engaging in Business Function Testing or user training. However,

creating sprints which are 6-8 weeks long are less risky, adequate to manage, and provide the best value to deliver business functionality incrementally. The length of sprint is also dependent on current setup at NPERS for agile execution of the projects.

After the completion of the “Phase 0” the project will be executed in sprints with incremental delivery of business functionality for verification. These sprints will go through a Business Function Test, Regression Test, and a UAT cycle as well. However, there will be only one release to production once all the functionality has been verified in UAT. We also believe the Data Migration should also follow a similar sprint-based approach so that Business Function Test, Regression Test can utilize the migrated data in the early phase of development.

This approach provides an opportunity to tackle major issues at the beginning of the project, creates confidence in delivery timeline, allows users to review the system changes incrementally and minimizes risks towards the end.



v. Design & Development Strategy

The bidder should describe the proposed requirements analysis and design approach for the OSERS Transfer Project. This information must include the bidder’s approach to meeting the following activities.

This section should include, at a minimum, the following information:

a) **Requirements Analysis Approach**

1). A review of current-state artifacts, such as existing OSERS forms, letters, and reports to ensure accurate inputs and outputs are successfully transferred to NPRIS.

2). An approach to conducting joint application design sessions with NPERS and other stakeholders, and how stakeholders will be exposed early on and throughout the design / development process to how the transferred functionality will look and function.

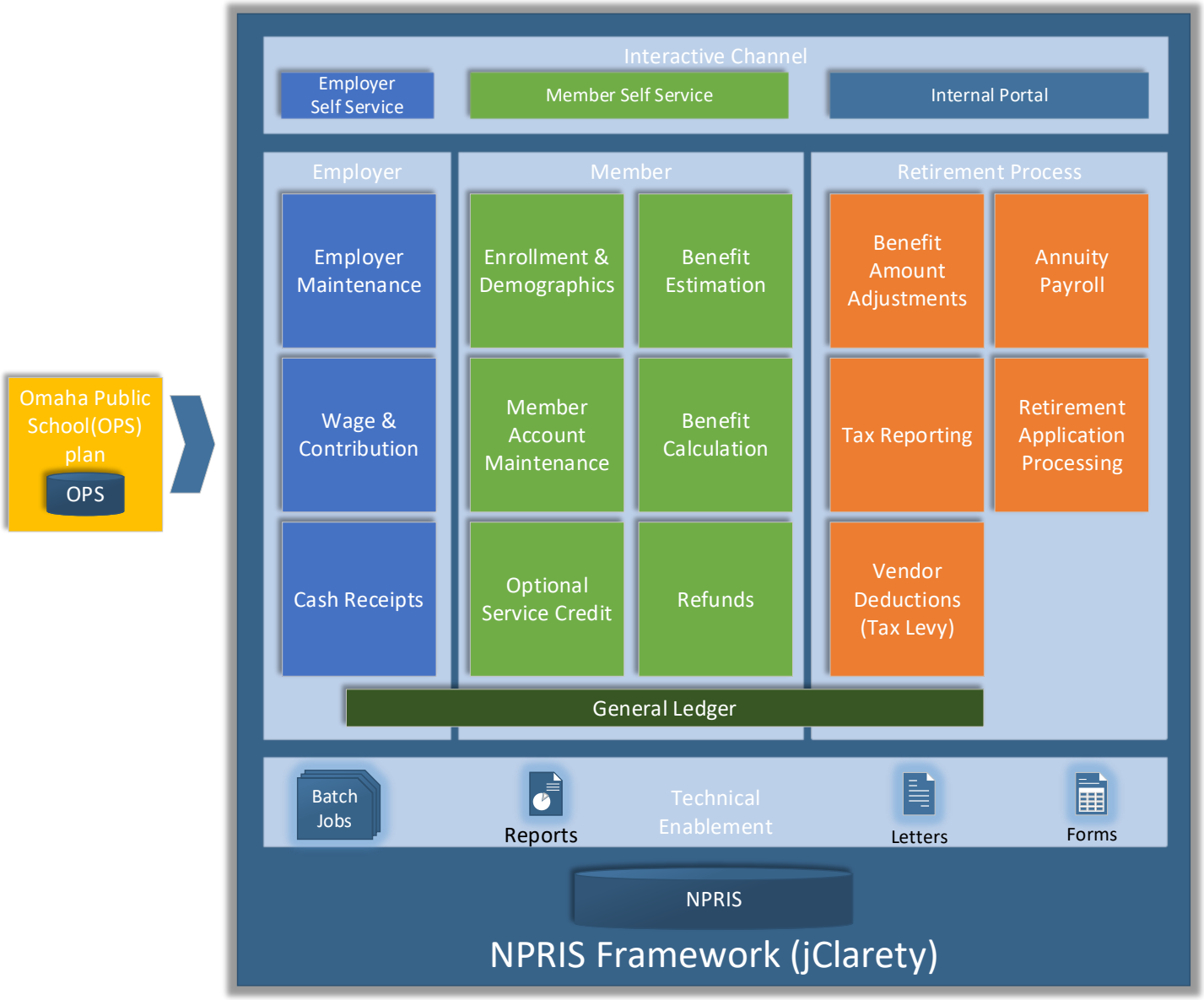
3). Because an Agile approach does not rely on formal design documentation, the bidder should provide examples of how design requirements will be managed and documented (e.g., user stories or backlog).

4). For an Agile approach, describe how the design / sprint process will work.

Design & Development Strategy

NPRIS system is designed in a modular fashion which encompasses the life cycle of a member from getting enrolled into the system and paying all the benefits to member/beneficiaries once the member is deceased and benefits are exhausted.

OPS Transfer Project is a unique change that will merge OPS Retirement Administration functionality into the existing NPRIS system. Provaliant's approach is to divide the business functions of OPS into smaller modules like Employer Maintenance, Wage and Contribution Reporting, Member Account Maintenance, Retirement Application Processing, Annuity Payroll, and General Ledger. Within each module, we'll identify business processes currently used at OPS and create an inventory of all inputs/outputs.



Transition of OSERS to NPERS impacts Functional and Technical components in NPRIS

Requirements Analysis Approach

As part of Phase 0, during the Joint Application Design (JAD) sessions Provaliant (with help from NPERS) will walk through the equivalent business processes in use at NPRIS and demonstrate to key stakeholders. This will allow stakeholders to get familiar with NPRIS system design and get a feel for how OPS business functions will be merged with NPRIS.

The JAD sessions will be organized to follow the typical member lifecycle processes, from enrollment through retiree death processing. The processes will be grouped as shown in the diagram above

beginning with the employer (blue boxes), continuing with member (green boxes) and wrapping up with retirement processes (orange boxes). The JAD schedule will be adjusted to accommodate periods of key participant unavailability such as vacations and peak work periods.

Once JAD sessions are complete, a complete inventory of business functions for each module will be prepared. This inventory will be the source for the fit-gap analysis and impact to NPRIS system. In the fit-gap analysis, the changes for each module of NPRIS system will be documented (as the system impact document). This inventory will be used as the source for effort estimation for the rest of the project phases and schedule.

We want to work with NPERS to identify the tools and the processes currently in use to manage the SDLC of NPRIS system. For the OPS Transfer project tools like Atlassian JIRA can be used. Provaliant has used Atlassian JIRA tool at other engagements and it has capabilities to capture business requirements, setup the sprint planning and execution.

Development Approach

i) Describe any development approaches and tools used to script, code, or otherwise transfer the OPS retirement plan into NPRIS (outside of configuration) that may be necessary to meet NPERS' requirements.

Provaliant will use the development tools and processes which are currently in use for NPRIS system. NPERS will provide development workstations, required software licenses and tools in a timely manner to develop OPS retirement plan functionality in NPRIS.

It is recommended that there is a separate code branch to perform development work for OPS Transfer project. A separate run-time environment (which is connected to all integration points) need to be setup for development team usage.

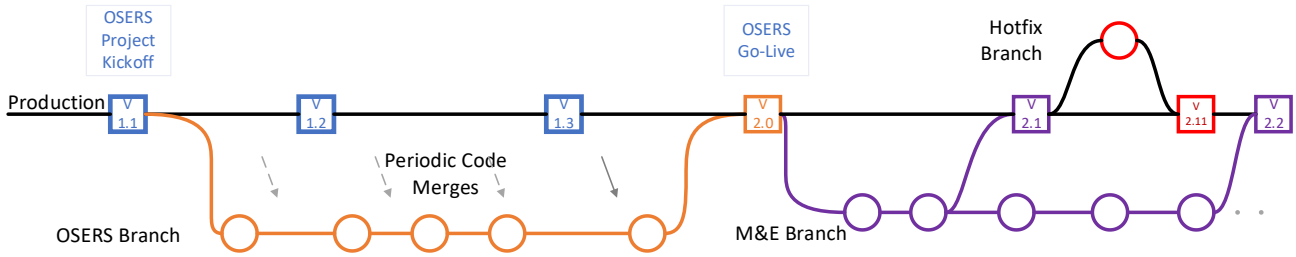
Configuration Management

1. Describe the configuration management process and any actions that will be required of the NPERS / OSERS staff
2. Describe the methods for conducting configuration audits and reviews to be held during the project.
3. Describe the methods for configuration release management controls between environments.
4. The bidder should provide the process by which hotfixes will be applied to production. NPERS will retain total control over when hotfixes will be applied.

Provaliant Solution Configuration Management (CM) leverages existing NPRIS configuration management tools, repositories, and build, deployment, and auditing processes. Our developers are

very familiar with Clarety specific CM guidelines, including JavaDoc prologs, steps to modify configurations related to Batch, Scheduler, Datatemp folder, and Data Change Requests (DCR).

- Provaliant developers will use what NPERS developers use for Integrated Development Environment (IDE) e.g., IBM Rational Application Developer (RAD) to modify NPRIS code and configurations.
- Provaliant developers will use what NPERS uses for source code repository e.g., Subversion (SVN).
- Provaliant developers will use DCR process workflow for any database changes. They will use the standard jClarety sandbox database for their daily development tasks
- Provaliant developers will follow NPRIS CM audit process. In jClarety, typically the source code is reviewed by their team lead after a peer review. Upon committing the code comments, a Change Number is added. In addition, an admin can run SVN diff commands and verbose logs to conduct more in-depth auditing.



Pattern for Source Code Branches

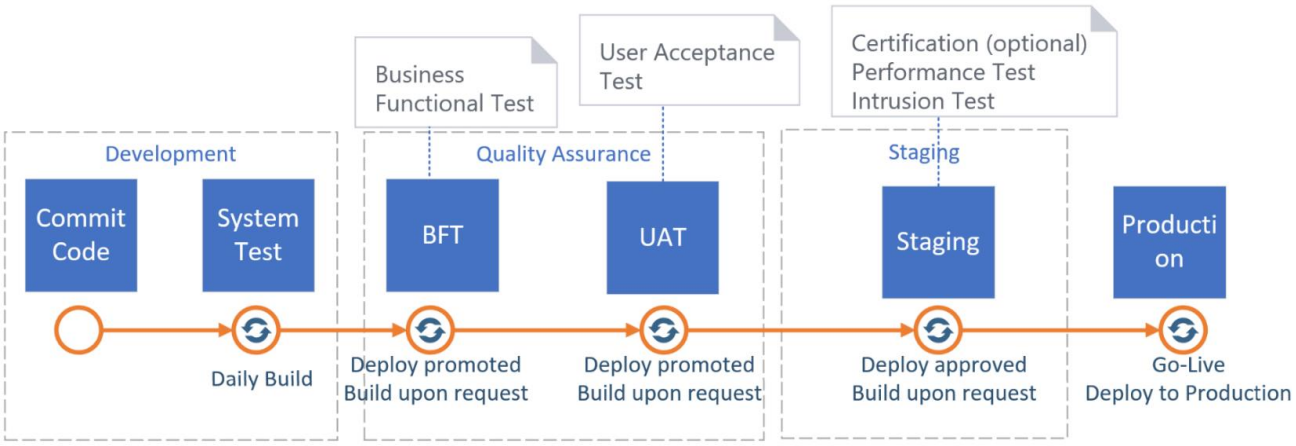
The above diagram shows a high-level pattern for source code branches we will need for this project. A branch for OSERS Project is created during project kickoff from production and periodic code merges will be performed to keep OSERS branch from going out of sync for too long. This enables NPERS continue to perform their day-to-day activities including releases to production without impacting OSERS Project. After OSERS Project Go-Live, a Maintenance and Enhancement (M&E) branch is created for bug fixes and enhancements.

Hotfix work will be done by opening a branch at the latest released version and applying any changes for the hotfix on that branch. Deciding what is a hot bug to fix, and what is something that can be left in the normal M&E development workflow is a decision made by business with IT input. The more frequently we release bug fixes, the more it can leave production bug fixes to the regular rhythm of development. In most cases, the decision will depend primarily on the business impact of the bug, and how those fits with the release frequency of the team. In our experience, a hotfix is rare but not uncommon. We work closely with the business to help make the right decision.

In this CM process NPERS staff will:

- Create branches, ensure build and deployment work normally
- Setup the required environments for the project

The following diagram shows the progression of code through build, deployment, and various tests in QA and staging (pre-production), to get ready for production. It also shows the release management cycle and controls between environments. In development environment, the build and deployment happen on a very frequent basis, at a minimum once a day, and will have the ability to perform a build and deployment and data refresh ad-hoc. In the subsequent upstream environments, the Test Manager, UAT Owner, or Staging Area Owner, will request a specific version of the software to be deployed that has passed and been approved in lower test environments. Each testing stage has entrance and exit criteria to “pass” testing. We propose JIRA for defect management.



CM Release Pipeline

b) **Data Conversion**

Describe the strategy and level of involvement for converting data from OPS’ PeopleSoft and External Tables to NPRIS and the NPERS’ SQL tables.

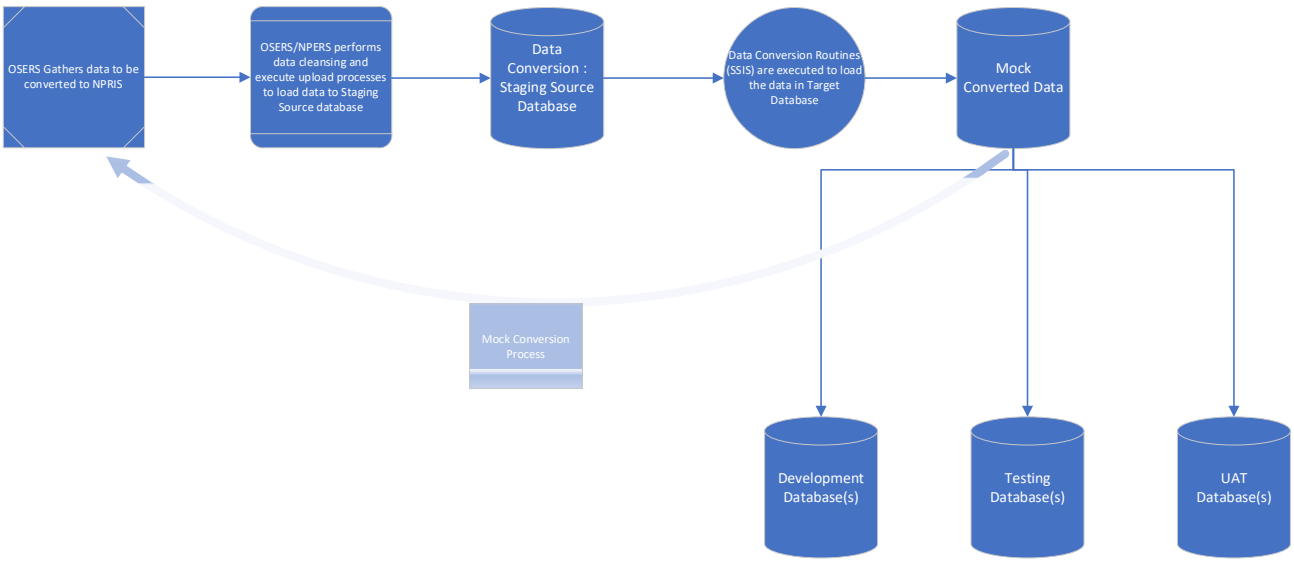
This section should also include, at a minimum, the following information:

1). A description of the methodology to be used in developing data conversion specifications and the identification of any potential issues.
2). A description of any constraints and risks associated with data conversion for this project and how the bidder will address these to ensure a successful data conversion.
3). Technology and tools to be used by the bidder and/or NPERS staff.
4). Roles and responsibilities of bidder, OSERS, OPS and NPERS staff.
5). Any iterative data conversion proposed, including the proposed number of mock runs for data conversion.
6). The bidder should describe anticipated work sessions with NPERS and OSERS / OPS staff to validate and test the data conversion.

Data conversion is one of the major risk areas we have seen in many implementations. To be successful in Data Conversion a robust Data Migration Plan should be developed in the beginning (Phase 0) of the implementation. Based on our experience some of the key strategies are:

- Establish a single staging database where source data can be loaded. To reduce the risk of unidentified scope the data from various sources should be consolidated in one staging database as a single source for data migration. We expect NPERS and OPS to be the primary lead in collecting the data from various sources.
- Any data which is considered necessary for OPS Retirement Plan should be available electronically to be a part of the data conversion.
- The process of mock conversion from source to target database should be established in the early phases of the project. We also recommend developing a data reconciliation routine once a few rounds of mock conversions are complete.
- NPERS and OPS should take ownership of data cleansing.
- We recommend completing at least one mock conversion every month.
- We also recommend that the Data Conversion process should be aligned with the sprint(s) during the development phase of the project. Data conversion sprints should be one cycle (n-1) ahead of the development sprint. This will allow developers to conduct unit testing and Business Function Testing to be executed with converted data.
- A separate dedicated database server should be allocated to host staging and target databases.

The following diagram depicts a typical mock conversion process:



Provaliant recommends establishing a mock conversion cycle monthly. During the UAT phase, it's possible to execute the data conversion process more frequently. We strongly believe that mock

conversion cycles should follow the development sprint scope and convert the data in a similar sequence of development plan.

Following table (Table 7) describes the roles/responsibilities of data conversion:

Table 7 : Data Conversion Roles and Responsibilities

Roles	Responsibilities
OSERS	Collect the data to be migrated
OSERS/NPERS	Develop data cleansing and upload process to load the source data in a staging database
Provaliant	Execute mock data conversion process and prepare target database
Provaliant	Develop Data Mapping Requirements from source to target
OSERS/NPERS	Review Data Mapping Requirements
Provaliant	Develop Testing Strategy and Test Cases to validate converted data
Provaliant	Develop Data Reconciliation Reports
Provaliant/OSERS/NPERS	Review test results and data reconciliation reports
NPERS	Provide converted database to load to Development, Testing, and UAT environments
Provaliant	Execute Final Cutover activities

During Phase 0 there will be Data Migration Planning sessions between Provaliant, NPERS and OPS. During these sessions the overall Data Migration Process, Roles and Responsibilities will be reviewed and updated. At the end of Phase 0, we expect the data mapping requirements for the first sprint of the development cycle to be completed. During the development cycle, NPERS/OSERS staff will review the results from Mock Conversion. Typically, Data Reconciliation Reports start getting available at the mid-point of a development cycle. NPERS/OSERS staff will be involved in reviewing data reconciliation reports as well.

vi. Test Strategy

Define the approach and methodology to testing in order to fully test both transferred functionality, as well as the rest of NPRIS, to ensure successful transfer of OSERS and continued functionality of the other plans in NPRIS.

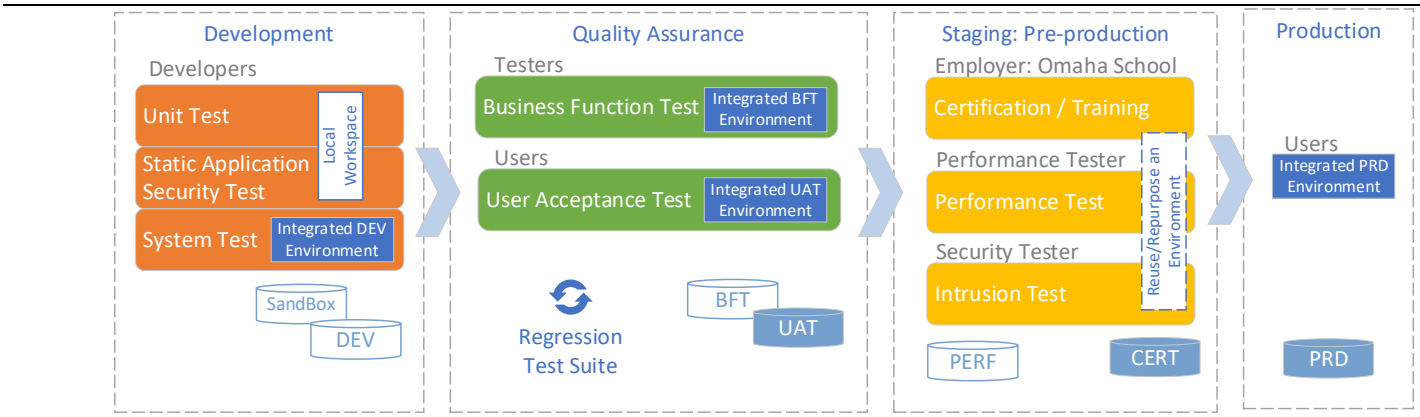
This section should include the following information:

a) Testing Methodology
   1). Describe the bidder's approach to the following types of testing:
   2). Unit Testing (including providing unit test results to NPERS).
   3). System Testing.
   4). Functional and User Acceptance Testing.
   5). Regression Testing.
   6). Data Conversion Testing (including testing converted data as part of system testing and UAT).
b) Describe the Test Plans to be developed by the bidder.
c) Detail the bidder's approach to Test Scripts (including the approach to test script development and requirements traceability to ensure end-to-end and comprehensive testing).
d) Describe the bidder's approach to Issue Management and Resolution.
e) Describe and outline the bidder's entrance and exit criteria for each test phase (e.g., Development / Unit Test, System Test, Regression Test, UAT, Performance Test, etc.).
   Describe the roles the bidder expects to perform during each test phase, including identifying the activities for which it will be responsible.
f) Test Training
   1). Describe the anticipated trainings and work sessions with project stakeholders to test NPRIS.

Test Strategy

Provaliant Test Strategy will be jClarety centric, risk and requirement based. For each sprint, requirements are analyzed to derive the test conditions. Then tests are designed, implemented, and executed to meet those requirements. We want to leverage automated regression test scripts as much as possible and preserve them for NPERS when we are done. Some components of jClarety like the Batch must be tested manually. We want to use converted data for testing from the beginning.

During fit-gap analysis, we will investigate OSERS and NPERS specific factors, and revise entry as well exit criteria. Also, we will validate techniques for testing, test environment needs, right level of automated testing, tools to be used in testing, regression testing, re-usability of software, the best way to report on test results, and manage test cases using the software. The following diagram shows our standard high-level test strategy and environment needs:



Test Strategy

During Phase 0 Provaliant will develop a Test Plan. The Test Plan will describe various types of testing (cycles) that will be conducted during the development cycle of OPS Transfer Project. Provaliant will review the issue management and resolution process (including the tools) which is currently in use at NPERS. We propose to use Atlassian JIRA for Agile Planning and Issue tracking.

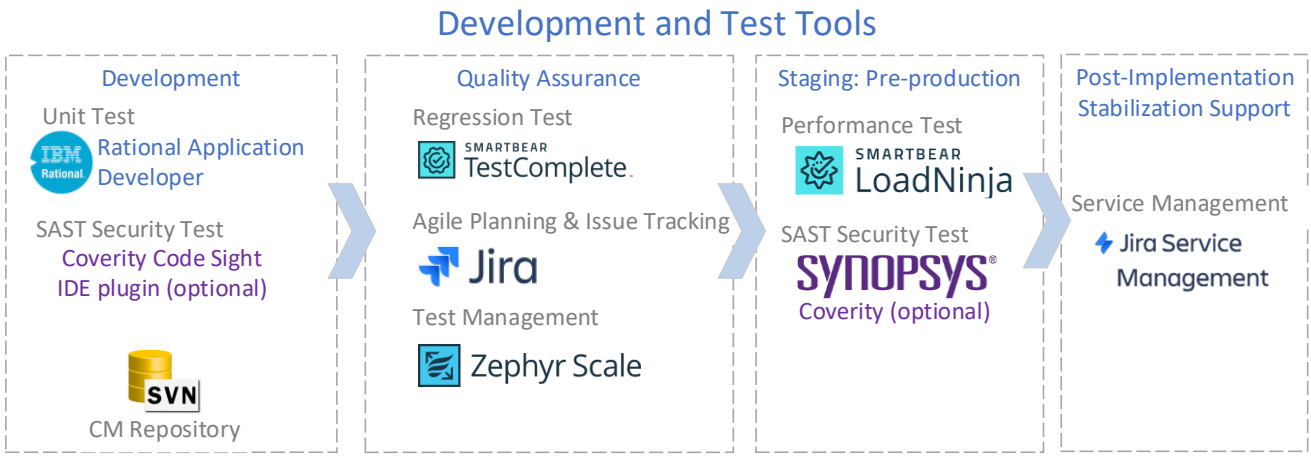
We will also describe how Business Function Test Cases will be developed and how they will be linked to Requirements Traceability Matrix (RTM) to ensure appropriate coverage.

During Phase 0 Provaliant also recommends developing a Regression Testing Plan. We believe it will be valuable to start developing Regression Test Scripts during Phase 0 itself. During the planning phase, a high-level scope of impacted NPRIS business processes will be identified.

Test Tools

The following software need be procured through the NPERS or OCIO's procurement channel. The price estimate varies, and, in many cases, it is cost-efficient going through this procurement channel rather than us procuring it. It also avoids complexity with the transitioning software to NPERS. NPERS or OCIO may have some of this software already in use. It is best when this software cost is estimated by NPERS or OCIO with the State cloud policies and terms and conditions.

The following diagram outlines the various software needed and their purpose. After the findings in the technical fit gap analysis, we will determine and fine-tune this list :



Proposed Tools for Implementation and Testing

Testing Methodology

Provaliant approach for various types of testing is described below:

Unit Testing

Unit Testing is the responsibility of development team. Developers who are working on specific user stories they will test the changes in the designated run-time environment. The proposed hybrid-agile approach encourages early verification of functionality during the sprints, that's why unit testing may be conducted informally in the environment and results will be updated directly in the tool where the user stories are setup. If there are unique development scenarios (specifically in a batch-related component) then unit test cases and results may be documented in an Excel spreadsheet. Because of the hybrid-agile approach, there are no hard targets for exit criteria.

Static Application Security Testing (SAST) – (Optional)

At Provaliant quality and security is a top priority. Even though it is not called for in the requirements we strongly recommend a SAST to prevent security issues from entering the code stream. This test is performed by the developer using a SAST tool installed in their development workspace.
This testing is to identify and address vulnerabilities and weaknesses, including the OWASP top 10 critical and high severity if introduced in the new/modified code/configurations for OSERS Project

System Test

The purpose of the System test is to allow either automated tests or human testers to exercise the new and changed code is verified in a fully integrated environment before downstream testing can occur. This is similar to Unit Testing, part of the developer's task is to conduct this test in deployed Development (DEV) environment.

Business Functional Testing

Business Functional Testing is executed by Business Analysts/Testers. Functional testing will be aligned with the development sprint cycles. Test cases for a specific sprint will be developed when the development is in progress, and then the sprint will go through functional testing before the team moves to the next sprint. As a guideline, it is possible that there are some medium and low-severity defects with a workaround exists.

Regression Testing

Regression Test case development and execution will be aligned with (n+1) development sprint plans. Regression Test Cases for the Business functions associated with a specific sprint will be developed within the sprint, but the execution of regression tests will be executed in the (n+1) sprint. We will use a regression test tool to automate as much as possible to speed up test cycles.

Performance Testing

Provaliant performance tests will be focused on the critical Batch Jobs. When we add OPS Plan functionality to NPRIS, it will be the largest employer/school in the NPRIS system. Our goal is to ensure the Batch Jobs can still perform the transaction load and perform within the business's expected timeframe. Our performance test plan starts with a goal scope questionnaire to identify and determine the strategy including the set of batches to test, and pass criteria.
Based on the performance standards agreed upon in the Test Plan, we conduct the following types of performance tests:
- Load Testing – Confirms the stability of the application and its infrastructure under average or peak workloads
- Stress Testing – Confirms the stability of the application and its infrastructure under above-peak workloads

Identifying the real bottleneck and the root cause is the critical and time-consuming part of the Performance test. With senior jClarety Application Architects in our team, we feel confident and the best fit to help resolve or propose recommendations in a timely manner. The root cause analysis will start with analyzing instrumentation logs and architecture code.

NPRIS runs on existing middleware, virtual machines, network, and hardware. When a performance issue is identified, if the root cause is modified/new code or modified/new SQL related we take steps to resolve it. If it's an existing bottleneck we will provide guidance to NPERS and support to help resolve it. Based on our experience, we anticipate several known bottlenecks including outdated database indexes, complex queries requiring re-tuning, and unwanted loops in code.

We feel confident that online performance will remain the same. We will identify poorly performing online transactions in BFT and UAT and remediate the issues.

However, optionally, by working with NPERS if we find the necessity to test the online application in a conventional manner, Provaliant will use a web performance testing tool in the staging area on a production-like environment with a full volume of data. We will identify the top 10 frequently used screens from the jClarety Line of Business (LOB) application for this purpose. Based on our past experiences, the following components are most frequently used in the LOB application:

- Participant Search,
- Account Home Page
- Member Account Transaction Inquiry
- Year to Date and Life to Date annuitant payments.

The following components are examples of data-intensive functionality:

- Final Average Salary/Average Compensation calculations
- Benefit Amount Calculations
- Load and Validation of Employer Reports
- Monthly Annuity Payroll.

Security/Intrusion Testing

Provaliant intends to perform penetration (intrusion) testing to identify and address vulnerabilities and weaknesses, including the OWASP top 10 critical and high severity introduced in the new/modified code or configurations for OSERS Project. A penetration test can be performed by NPERS or a third party. We will work with NPERS to determine this in the Test Plan.

If an external Penetration Test was done in the last six months, we recommend conducting one at the beginning of the implementation phase to establish the baseline.

User Acceptance Testing

The User Acceptance Testing (UAT) phase will begin once the Functional Testing and Regression Testing phase are complete. For UAT entry there should be no high-severity defects open (NPERS can override this criterion for any exception scenario). NPERS will be responsible for preparing UAT test scripts and execution of UAT test scenarios. We recommend around 8-10 weeks of UAT cycle to allow enough time to run monthly payroll and other high-volume jobs like Interesting Posting, Annual TAX jobs. Once all UAT scenarios have been executed with 95% pass rate and no high-severity defect open, then the User Acceptance Testing phase can be considered complete. We also encourage NPERS Project Team to start UAT Test Case preparation around the mid-point of a development cycle.

This will allow enough time for end users to get familiar with the system functionality and complete UAT test case planning in time for UAT phase execution.

Data Conversion Testing

The Data Conversion team will execute mock conversions monthly. Wherever possible converted data will be used when developers are conducting the unit testing of system changes. Functional Testing will also be performed with converted data. The mock conversions will be aligned with the sprint functionality in the development cycle, so that relevant data can be verified during unit testing and functional testing.

The Data Migration team will develop a separate testing strategy to test data conversion mapping. Typically, the test cases prepared by Data Migration are of technical nature and tend to compare the data between source and target databases. Another major outcome of Data Conversion Testing is the Data Reconciliation Reports which focus on the volume of data migrated between source and target databases and how many exceptions have occurred.

Test Training

NPERS will be responsible for preparing UAT test scripts and execution of UAT test scenarios. We recommend around 8-10 weeks of UAT cycle to allow enough time to run monthly payroll and other high-volume jobs. We also encourage NPERS Project Team to start UAT Test Case preparation around the mid-point of a development cycle. This will allow enough time for end users to get familiar with the system functionality and complete UAT test case planning in time for UAT phase execution.

Provaliant anticipates providing support from our BAs, by sharing the regression scripts that may be developed for BFT. Our BAs will be in touch with Business and involved in providing support for the UAT execution. Often, our BAs will be able to share test data prepared in BFT, and provide guidance on sequencing the test scenarios based on what worked efficiently in BFT. The BAs will be the liaison to our developers to help prioritize defects and provide clarifications.

vii. Transition and Post-Implementation Stabilization Support

Provide the following information that NPERS can use to evaluate the bidder's knowledge of, and intended approach to, provide transition and post-production support services.

a) Transition

Describe the Production Release approach for production cutover and activities required to begin production use of the configured OPS retirement plan components. The approach must include, at a minimum, the following:

1). Key activities.

2). Critical success factors.

3). Roles and responsibilities (for both the bidder and NPERS).
4). Acceptance criteria.

b) List and describe the documentation the bidder will provide, including the formats in which the documentation will be made available.

c) Describe how the design / development documentation will be updated by the bidder over time.

d) Maintenance & Operations for Post-Implementation Stabilization Support (first 12 months post-implementation)

1). Describe the bidder's approach and methodology to providing 12 months of post-implementation stabilization support services, including maintenance of the solution, technical support, and other related support activities.

Transition and Post-Implementation Stabilization Support

Provaliant will create a System Cutover Plan when the UAT phase is in progress. By this time we would have executed many mock conversions and we would be able to estimate with 95%+ probability how much time final data conversion will take from start to finish. Provaliant will work with NPERS to identify constraints with the production deployment timeline. Based on our experience system cutover activities are either completed during a fiscal year-end or during a month-end when the volume of key business activities such as Retirement, and 1099Rs are less. We have identified
key activities which must be completed for the production cutover described (in Table #8) below:

Table 8: Cutover Activities

#	*Cutover Activities, Roles/Responsibilities*	*Critical Success Factors, Acceptance Criteria*
01	**Cutover timeline and schedule** *Roles/Responsibilities* *NPERS* • Engage with stakeholders and get a buy-in on which month the cutover can happen (at the close of fiscal year/calendar/year/ any specific month) • Define specific days cutover can happen in a month (during the weekend, during business hours) *Provaliant* • Monitor and develop the actual time taken for data conversion from start to finish	*Critical Success Factors* Proven timeline for actual data conversion from start to finish *Acceptance Criteria* • Two (2) identified timelines for the actual cutover • A defined timeline of data conversion from start to finish (with a 95%+ probability of completing within the duration)

#	Cutover Activities, Roles/Responsibilities	Critical Success Factors, Acceptance Criteria
02	**Go/No-Go Decision to start the cutover activities** *Roles/Responsibilities* *NPERS* • Complete UAT *Provaliant* • Complete Performance Testing • Complete Security Testing	*Critical Success Factors* Clearly Defined Criteria to start the cutover activities *Acceptance Criteria* • UAT is 100% executed with a 95% pass rate • There are no high-severity defects open • Data Migration Reconciliation is at an acceptable threshold
03	**Prepare Production Environment** *Roles/Responsibilities* *NPERS* • Complete the preparation for Production Servers and network changes	*Critical Success Factors* The production environment is ready *Acceptance Criteria* Production Infrastructure is ready and has been verified
04	**Execute Final Data Conversion** *Roles/Responsibilities* *NPERS* • Review data reconciliation reports from the final data conversion *Provaliant* • Execute Final Data Conversion	*Critical Success Factors* Database with fully converted data *Acceptance Criteria* • Final Data Reconciliation Report is within the defined threshold • Make a Go/No-Go decision to proceed
05	**Verify critical functionality in the Production System** *Roles/Responsibilities* *NPERS* • Perform database restore and complete production deployment • Verify critical functions in the production system *Provaliant* • Support NPERS with final deployment activities	*Critical Success Factors* Final Restoring final converted data to the Production database and Deployment of a final build *Acceptance Criteria* Final Go/No-Go decision for system Go-Live

Provaliant will provide the detailed cutover plan (in Microsoft Word) along with the schedule for cutover in the Microsoft Project file.

Design and Development Documentation Updates

Since existing NPRIS system design and development guidelines will continue to be used for the OPS Transfer project, Provaliant will follow the same guidelines to continue updating design and development documents along with the sprints for the development cycle. Because of the existing NPRIS system, we believe the documentation updates will be minimal.

Provaliant will develop the design documents during the development cycle and will highlight the key database design changes and applicable design changes to system modules like General Ledger, and Service Credit Calculation.

Post-Implementation Stabilization Support

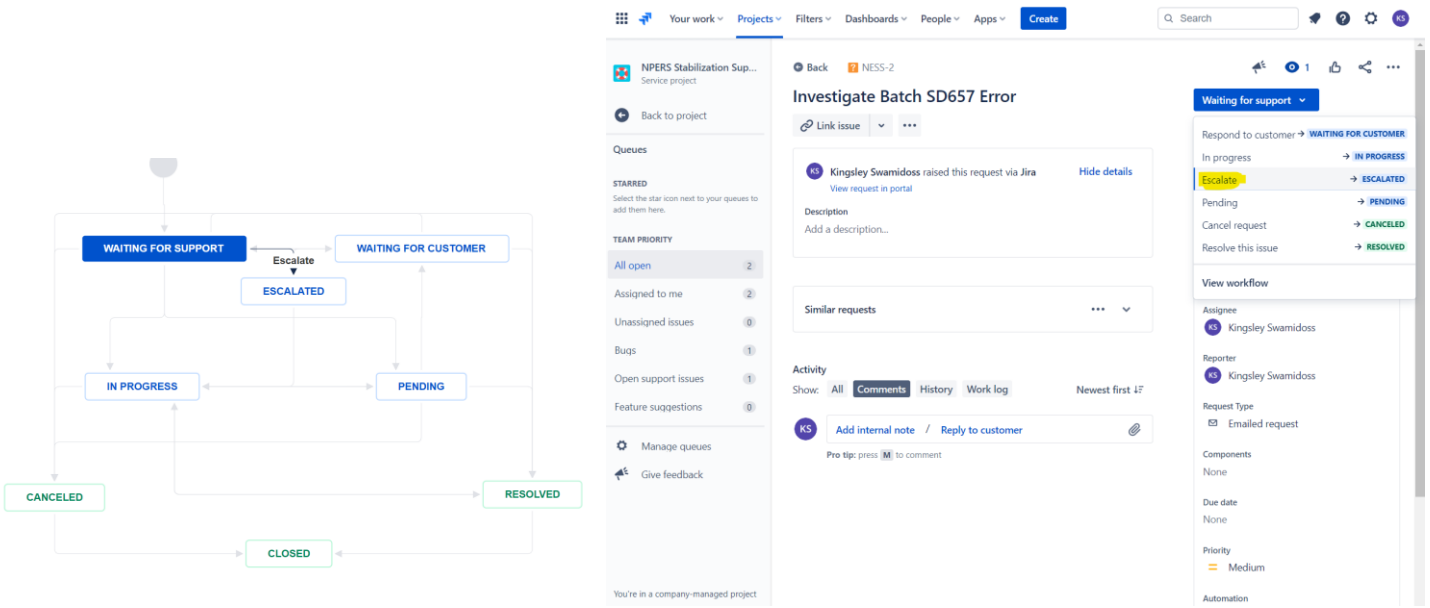
NPERS Infrastructure team will be taking ownership of environment support from the very beginning of the project. We believe there will be no knowledge transition necessary from an Infrastructure point of view.

Provaliant is a firm believer in engaging NPERS development staff during the development cycle of sprints. We also encourage them to simultaneously work with us during the development phase to get familiar with the development processes and changes that are being implemented.

Provaliant will honor the ninety (90) calendar days warranty period after Go-Live and fix defects that are raised during this period. We believe that NPERS should start the twelve (12) month Post Implementation Stabilization Support to address the Maintenance and Operations requests immediately after Go-Live. This strategy will be most efficient to transition qualified resources (developers, business analysts, testers) after Go-Live and allow continuity of resources to transition to the Maintenance and Operations team. It is extremely important for the success of Maintenance and Operations that trained, qualified resources with experience with the NPRIS system are assigned to the team. If the twelve (12) month Post Implementation Stabilization Support starts after the ninety (90) days warranty period we believe trained, qualified resources with NPRIS application knowledge may get re-assigned to other engagements.

Provaliant proposes Service Management software to deliver great service experiences for NPERS during the support period. This will empower various NPERS teams, IT staff, Business Analysts, and others, to raise service tickets quickly and continuously monitor progress to resolution and escalate if necessary.

This tool comes with ITIL-recommend customizable pre-defined workflow steps for processing service requests. It includes support for escalations. The following is the default standard flow and a sample screen to demonstrate service escalation action.



Sample Screen to demonstrate Escalation Functionality for Service Requests

C. DELIVERABLES

The deliverables listed in the table below, and detailed in Section V.D.3 Implementation Services of this RFP, are required for the Project.

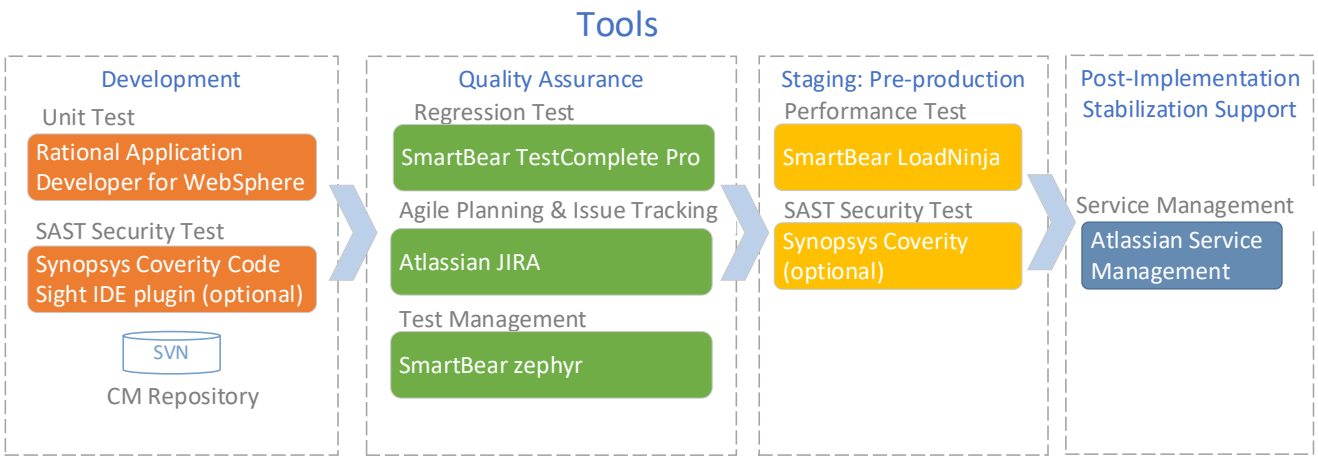
Following each invoice deliverable below, provide a response in which you describe the approach you propose to use to develop the invoice deliverable, including your understanding of the deliverable and how you plan to achieve success (do not repeat the information provided in the RFP).

Provaliant approach to developing the invoice deliverables, including our understanding of the deliverables and how we plan to achieve are described below:

Milestone: Implementation & Planning

ID	Implementation & Planning
01	**Project Management Plan**
	Provaliant will Provide, update, and maintain a formal Project Management Plan (PMP) that includes all of the key components requested for ISR-1.11, including those elements described below.

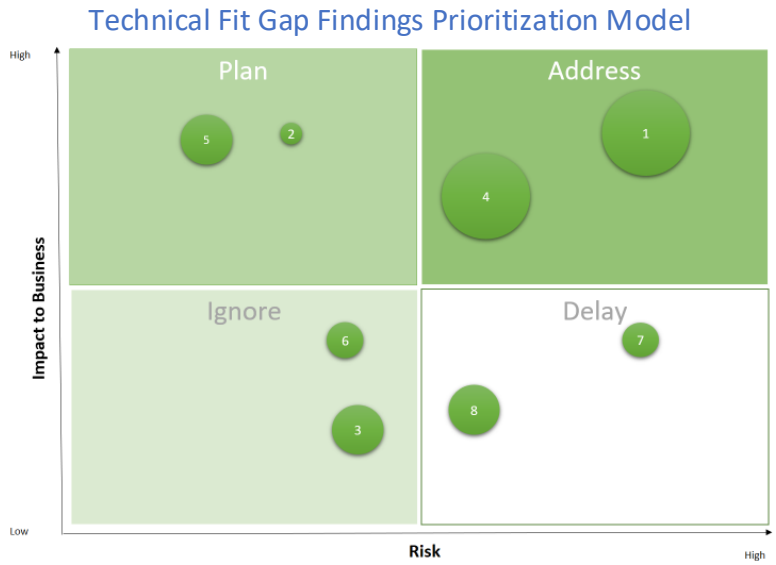
	Risk & Issue Management Plan & Logs: These will be part of a RAID (Risks, Action Items, Issues, Decisions) Log. Provaliant will provide template RAID Logs and Processes from the Provaliant TPM™ methodology and tailor them to NPERS needs. The DED acceptance criteria for the Risk and Issue Management Plan and Logs PMP will, at a minimum, include: • Implemented RAID Log tool (e.g., Excel, SharePoint) • Documented RAID Process (e.g., activities, roles and responsibilities, reporting) Integrated Change Management Plan: Provaliant will provide an Integrated Change management Plan template from the Provaliant TPM™ methodology and tailor it to NPERS needs. The DED acceptance criteria for the Integrated Change Management Plan will, at a minimum, include: • Consistency with the Master Contract Change Management language • Documented Change Management Process (e.g., activities, forms, roles and responsibilities)
02	Project Status Reports
	Provaliant will provide a Status Report template from the Provaliant TPM™ methodology and tailor it to NPERS needs. The DED acceptance criteria for the Status Report will, at a minimum, include: • Actual progress compared to planned progress • Scope, schedule, resources, cost and quality variances from the PMP • RAID Log key information
03	Deployment Plan
	The overall Deployment involves moving NPRIS from Development (DEV), Quality Assurance (QA), Staging and to Production. However, this Deployment Plan is for the final stage of moving NPRIS from Staging to Production. This includes many deployment activities such as planning activities that include various workshops with NPERS business and IT teams. From a business, point-of-view establish communication channels for stakeholders, explicitly establish the objective to all teams, and identify possible hindrances/risks and mitigation strategies. From an IT point-of-view establish procedures to verify components, verify services, verify the target (Production) environment and once the cutover is completed, confirm the deployment.  The decisions, actions, issues, and risks will be tracked in the project level Decision, Action, Issue, Risk (DAIR) log. Any decisions that impact the schedule will be reflected in the project

	schedule.
04	Baseline Project Schedule and Work Plan
	Provaliant will provide a Baseline Project Schedule and Work Plan in Microsoft Project for the scope of work in this proposal using best practices from the Provaliant TPM™ methodology. The DED acceptance criteria for the Baseline Project Schedule and Work Plan will, at a minimum, include: • WBS (Work Breakdown Structure) of Activities and Tasks to be performed • Planned and Actual Start and End Dates of activities and tasks • Deliverable Milestone dates • Schedule dependencies between tasks and milestones • Resources assigned to tasks (Provaliant, NPERS, OSERS, and others) • Work effort based on the Provaliant Business Solutions estimating methodology • Gantt Chart showing Planned and Actual progress
05	Solution Environment & Configuration Management Plan
	Provaliant Configuration Management (CM) model described in Configuration Management, leverages NPRIS' current CM processes and tools. The NPERS CM repository will be leveraged as a configuration management database where all information about code and configurations are maintained as Configuration Item. Existing environment setup, data refresh, build and deployment process will be used. In our Test Strategy, we describe the various Development, QA, and Staging environment needs. Also describes Regression Tool, Defect, Tracking Tool, Performance Test Tool, Code Quality Tool, and Static Application Security Test Tool. We will leverage the tools' native capabilities where present, to maintain Test scripts and their relationship to NPRIS code. These are the tools we leverage and proposed: 
06	Deliverable Expectations Document(s)
	Provaliant has standard sets of DED templates that we use in all our projects. We will use that as a baseline for each of our DEDs.

	Provaliant DEDs will describe the proposed high-level outline and format of each deliverable. The documents will be developed by tailoring an existing template in collaboration with NPERS

Milestone: Requirements Review and Confirmation

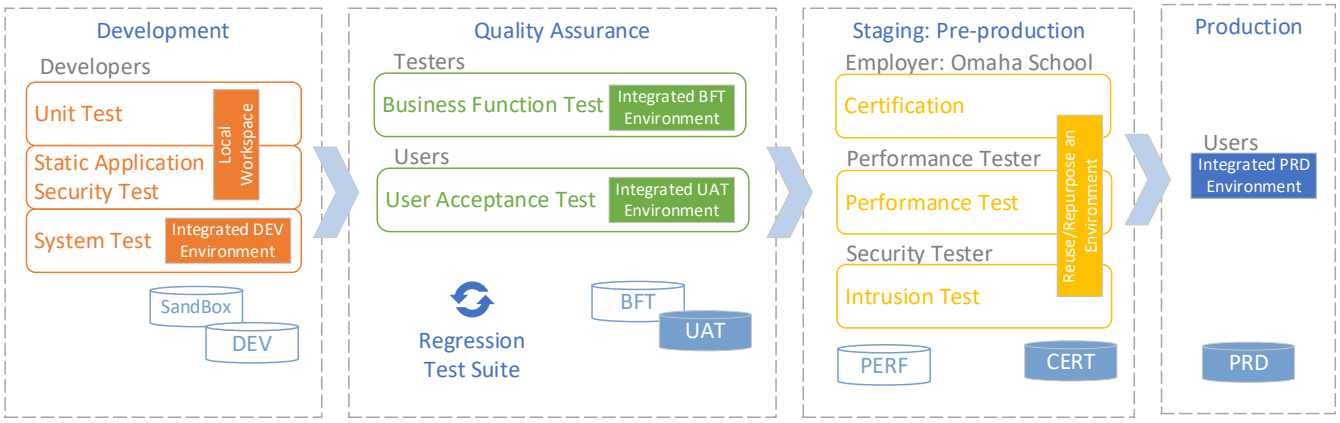
ID	Requirements Review and Confirmation
07	Requirements Traceability Matrix (RTM)
	Provaliant will provide a Requirements Traceability Matrix (RTM) to ensure that all work required by the RFP is completed. The DED acceptance criteria for the Requirements Traceability Matrix (RTM) will, at a minimum, include: • Implementation of an RTM tool (e.g., Excel, Jira, DevOps, ALM) • Table of all discreet Requirements from the RFP • Mapping of all RFP Requirements to the Deliverables that satisfy them • Process for Reporting open and satisfied requirements • Process for updating the RTM (Activities, Roles, and Responsibilities)
08	Technical Fit Gap Analysis
	The finding in the Infrastructure and Architecture section of the "Assessment – Transition OSERS to NPERS" document was limited to whether or not NPERS can "support the additional volumes of data and processing". In our Technical Fit Gap analysis, we will conduct various Workshops (or Discovery Sessions) with the NPERS IT Team and dive deep into Application Architecture, Technology Architecture, and Data Architecture with specific areas in mind, to determine the design, technology, and framework Gaps to support OSERS Plan. We know from the RFP, that the Application Architecture is using End-of-Life third-party library, there is a strong desire to move to Power BI for reports and there is a desire for a Correspondence Management framework suggestion. Once this Fit Gap Analysis is completed, we will plan to prioritize low-hanging fruit, address the largest and riskiest items first, descope the application/feature with the biggest risk, implement a tactical fix to buy time, engage business to check if any of the requirements can be waived. We prioritize items to ignore, plan, address, and delay to come up with a minimum viable list of technical tasks necessary for the OSERS project.



ID	
09	Functional Fit Gap Analysis
	Provaliant will provide a Functional Fit Gap Analysis to identify the changes that will be required for NPRIS to comply with LB 147. Provaliant will collect and review all available documentation of NPERS and OSERS functional processes. Fit Gap Requirements Gathering meetings will be scheduled with the Process Owners from NPERS and OSERS to compare the processes and identify all functional differences. Provaliant will document those differences in a manner that will efficiently support the systems development work necessary to implement functional changes. The DED acceptance criteria for the Functional Fit Gap Analysis will, at a minimum, include: • Inventory of all functional areas and processes to be analyzed • Descriptions of each OSERS Process to be integrated into NPRIS (This will require OSERS participation) • Descriptions of all NPRIS functions to be updated to support OSERS (e.g., User Stories, Use Cases, and Rough Order of Magnitude work estimates) • Functional Fit Gap Report that summarizes the findings and makes recommendations
10	Requirements Validation Document
	As an output from the Fit-Gap Analysis (Functional and Technical), Provaliant will provide a Requirements Validation Document that itemizes all the requirements (“what” not “how”) to enable the transfer of OSERS into NPRIS to comply with LB 147. Those requirements will be added to the Requirements Traceability Matrix (RTM). The DED acceptance criteria for the Requirements Validation Document will, at a minimum, include: • Table of all discreet Requirements from the Fit Gap Analysis • Mapping of all RFP Requirements to the Deliverables that satisfy them

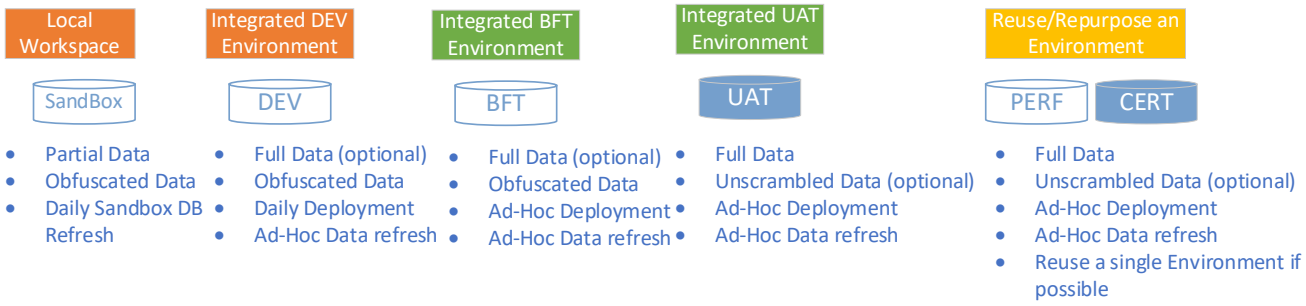
Milestone: Design

ID	Design
11	System Design Document

	The System Design Document is a collection of artifacts that should already exist for NPRIS. We will leverage artifacts like existing Entity Relationship Diagrams, Data dictionaries, Security controls, business process flows, and Supplementary specifications and update where modifications are made. Provaliant design changes will be done in a manner that works within the existing NPRIS architectural framework and does not significantly modify the system. The expected changes are limited to functional components and a few architectural changes where it's essential. The architectural changes will be updated in NPRIS architecture documents.
12	Solution Implementation Plan ▪ Security Plan ▪ Infrastructure Services Plan
	Provaliant will provide a solution implementation plan that includes two major sub-component plans: Security Plan and Infrastructure Plan. **Infrastructure Services Plan** For the Infrastructure Services, • We want to keep the number of environments required for the project to low as possible. We will work with the NPERS IT team and look for opportunities to reuse or repurpose environments. • We proposed the minimum environments needed for development, quality assurance, and staging • We will leverage the existing CM repository, tools, processes, data refresh process, and build and deployment process, to be consistent across the NPERS environments As proposed in the CM section of our response, we will, • Request to create a branch in the code repository for this project. • Use an M&E branch after cutover for post-implementation activities. • We typically use a short-lived branch for hotfixes but will leverage NPERS' current Hotfix process if we can.  We recommend a certification environment for Omaha School to verify the use of the Employer

portal.:

The following are the technical needs for these environments:



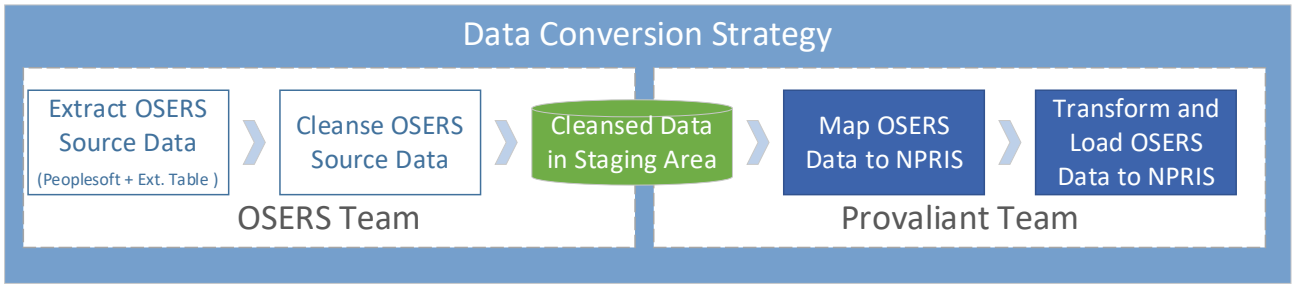
Security Plan:
Provaliant will follow NPERS Security Plan and Incident Response Plan procedures and guidelines. Provaliant staff will comply with mandatory Security Training offered online by NPERS or the Office of the CIO and be prepared to detect, identify, and communicate incidents. Provaliant will follow and comply with security policies and guidelines set up for governance. Provaliant will notify and help categorize incidents with NPERS Information Security Officer (ISO) of any security incidents affecting or involving CONFIDENTIAL or RESTRICTED information. We will work with NPERS ISO to report the incident and help eradicate and recover from incidents.
Provaliant staff working on the data conversion team are the only ones who need access to view live data, everyone else will only need access system where data is obfuscated.

Milestone: Development & Configuration

ID	Development & Configuration
13	Role to Position Mapping Document
	The Role-to-Activities Mapping is defined in the FPAT (Function, Process, Activities, and Tabs) configurations within NPRIS. And the Role to Position is managed by assigning users to Active Directory Groups based on their position. Any changes or additions to these mappings will be documented in the Role-to-Position Mapping Document. If this document already exists, we will make or request to make the updates. Any new or modifications to Role mappings are determined only after the JAD session.
14	Cutover Plan
	Provaliant will create a System Cutover Plan when the UAT phase is in progress. By that time, we would have executed many mock conversions and we would be able to estimate with 95%+ probability how much time final data conversion will take from start to finish. Provaliant will work with NPERS to identify constraints with the production deployment timeline. Based on our experience system cutover activities are either completed during a fiscal year-end or a month-end when the volume of key business activities such as Retirement, and 1099Rs are less. We have identified key activities which must be completed for the production cutover described

	above in the “Transition of OPS Retirement Plan to NPRIS” section of our response
15	System Configuration
	The necessary technical design changes will be updated in the deliverable “ID 11- System Design Document”. The architectural changes will be updated in NPRIS architecture documents. All test scripts developed by tools, including regression test scripts, are captured in the testing tools and will be kept in the central Configuration Management repository.

Milestone: Data Conversion

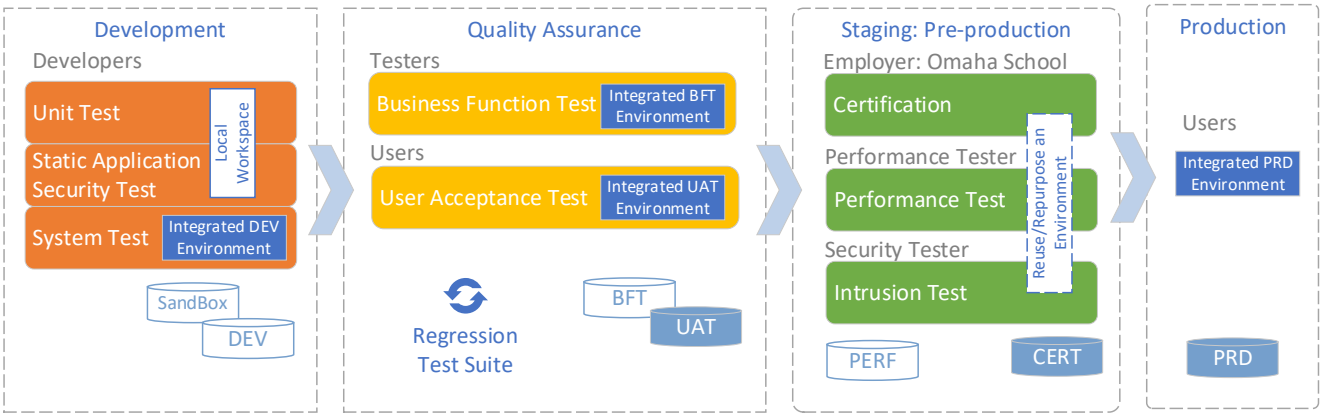
ID	Data Conversion
16	Data Conversion Strategy
	Provaliant believes that data conversion is a shared responsibility between Provaliant, NPERS, and OSERS. Provaliant will collaboratively take proactive steps during fit-gap analysis to determine dependencies, aligning timelines and milestones to finalize a well-coordinated data conversion plan. A detailed plan with roles and responsibilities for NPERS, OSERS, and Provaliant staff will be finalized during the fit-gap analysis.  OSERS Team has intimate knowledge of the data and its structure within the legacy data (PeopleSoft and external tables) and is best positioned to efficiently extract and export cleansed OSERS legacy data in an agreed-upon format to a staging database or flat files. Provaliant will map, transform, and load the cleansed data to the target NPRIS database.
17	Data Conversion Plan
	Data conversion is one of the major risk areas we have seen in many implementations. To be successful in Data Conversion, a robust Data Migration Plan will be developed at the beginning (Phase 0) of the implementation. Based on our experience some of the key strategies are: • Establish a single staging database where source data must be loaded. To reduce the risk of unidentified scope, the data from various sources should be consolidated in one staging database as a single source for data migration. We expect NPERS and OSERS to be the primary lead in collecting the data from various sources. • Any data which is considered necessary for OPS Retirement Plan should be available electronically to be a part of the data conversion. • The process of mock conversion from source to target database should be established in the early phases of the project. We also recommend developing a data reconciliation routine once a few rounds of mock conversions are complete. • NPERS and OSERS should take ownership of data cleansing.

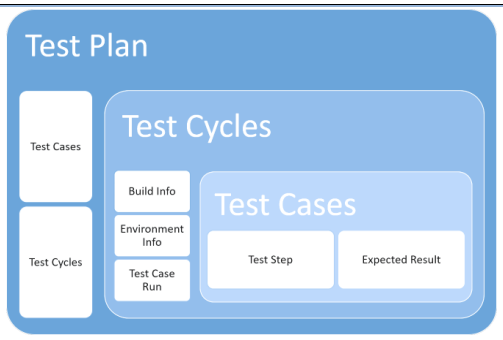
	• We recommend completing at least one mock conversion every month. • We also recommend that the Data Conversion process should be aligned with the sprint(s) during the development phase of the project. Data conversion sprints should be one cycle (n-1) ahead of the development sprint. This will allow developers to conduct unit testing and Business Function Testing to be executed with converted data. • A separate dedicated database server should be allocated to host staging and target databases Provaliant recommends establishing a **monthly mock conversion cycle**. During UAT, it's possible to execute the data conversion process more frequently. We strongly believe that mock conversion cycles should follow the development sprint scope and convert the data in a similar sequence to the development plan.
18	Data Mapping and Conversion
	Provaliant will leverage NPERS tools for data mapping and conversion activities. Provaliant will work with NPERS to get them installed. The tools include SQL Server Integration Services (SSIS) to extract, transform, and load (ETL), and Provaliant Clarety-based SQL script to obfuscate data. Comparison of data including financial calculations between OSERS and NPRIS system will be achieved through verification steps in the Business Function Testing phase. We expect to leverage NPERS staff for the comparison of calculation results between the two systems. This process may not be automated because it requires developing automated tests for both NPRIS and the PeopleSoft system as OSERS. However, the comparison results of data conversion between the two systems will be available as part of the Data Reconciliation Reports. During fit gap analysis Provaliant will finalize if any additional tools or add-ons are necessary for conversion.

Milestone: Letters, Forms, & Reports

ID	Letters, Forms, & Reports
19	Letters, Forms, and Report Specification Documents
	Provaliant will develop and/or modify the necessary NPRIS-specific Report, Letter, and Form specification documents during JAD sessions. Each letter, form, and report in NPRIS will have one specification document describing the data field, format, and content of the template. We will use this specification document as a baseline to revise for the OSERS project.
20	Letters, Forms, and Report Development
	Provaliant will develop and/or modify the necessary reports identified during requirements gathering and execute unit testing following NPRIS specific methodology. To modify NPRIS Letters and Forms, corresponding Java components and Word/RTF templates that generate output will be modified. To modify reports, depending on the framework recommended in fit gap analysis corresponding Java and report template components will be modified.

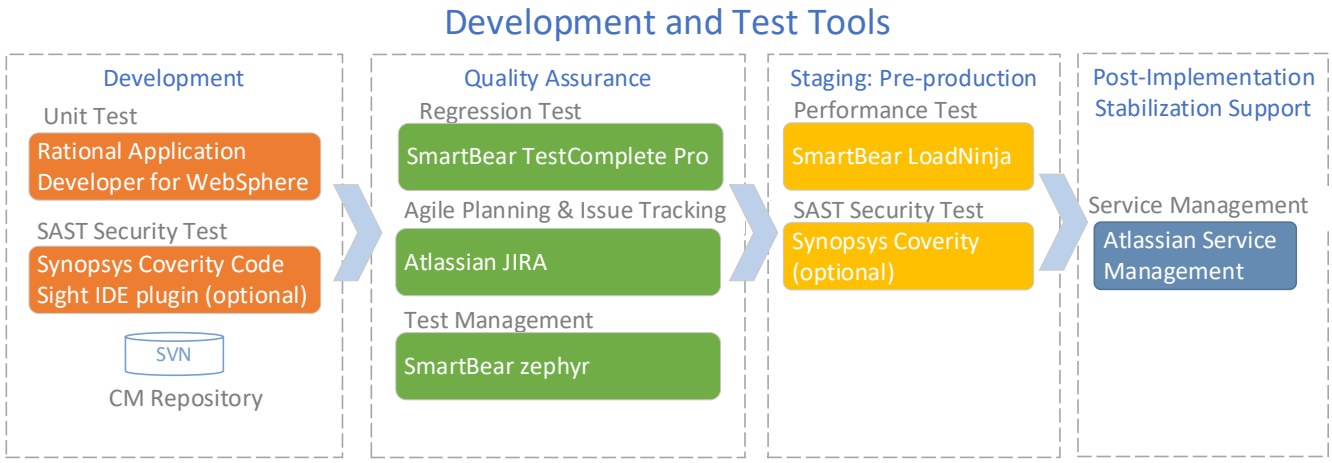
Milestone: Testing

ID	Testing
21	Test Management Strategy
	Provaliant Test Strategy will be NPRIS-centric, risk, and requirement based. For each sprint, requirements are analyzed to derive the test conditions. Then tests are designed, implemented, and executed to meet those requirements. We want to leverage automated regression test scripts as much as possible and preserve them for NPERS when the project is completed. Some components of NPRIS like the Batch must be tested manually. A key factor for success is to use converted data for testing from the beginning. Our final test strategy will take into consideration factors including, test levels, entry as well exit criteria for each test level, techniques for testing, degree of independence of each test, test environment, the right level of automated testing, tools to be used in testing, regression testing, re-usability of both software and testing work products, reporting on test results and managing test tools and infrastructure configuration. We proposed to use the best-of-breed testing tools in the market to automate, track, monitor, and manage all tests. Our high-level test strategy and environment is shown below:  *Test Strategy*
22	Test Plan
	During Phase 0 Provaliant will develop a Test Plan. The Test Plan will describe various types of testing (cycles) that will be conducted during the development cycle of the OSERS Transfer Project. Provaliant will review the issue management and resolution process (including the tools) which is currently in use at NPERS. We propose to use Atlassian JIRA for Agile Planning and Issue tracking. Each Test cycle will also describe how Test Cases will be developed and how they will be linked to Requirements Traceability Matrix (RTM) to ensure appropriate coverage. During Phase 0 Provaliant also recommends developing a Regression Testing Plan. We believe it will be valuable to start developing Regression Test Scripts during Phase 0 itself. During the planning phase, a high-level scope of impacted NPRIS business processes will be identified. We propose developing regression test cases for 5-10 business processes.



Relationship between Test Plan, Test Cycles, and Test Cases

As described in the Test Strategy Section the following are the tools proposed to be used for developing the test scripts for test cases for each test cycle. We will leverage the existing data refresh process for each environment.



23	Test Scripts
	Provaliant will provide Test Scripts in the native format available out of the box from the testing tools. We firmly believe all our tests must happen with converted data. So, for every Sprint we will include converted data for that corresponding functionality. Therefore, Data Conversion always stays one Sprint ahead of development. Daily the data get refreshed in Sandbox/Development Databases and on a request basis BFT/UAT databases can be refreshed. We will leverage existing NPRIS scripts and processes for this. PII data will be obfuscated for privacy and security reasons in all test environments. The obfuscation is optional for UAT and staging, Business can decide.
24	Test Data
	We firmly believe all our tests must happen with converted data. So, for every Sprint we will include converted data for that corresponding functionality. Therefore, Data Conversion always stays one Sprint ahead of development.

	Daily the data get refreshed in Sandbox/Development Databases and on a request basis BFT/UAT databases can be refreshed. We will leverage existing NPRIS scripts and processes for this. PII data will be obfuscated for privacy and security reasons in all test environments. The obfuscation is optional for UAT and staging, Business can decide.
25	Final System, Regression, Performance/Stress and Security/Intrusion Testing Results
	The System test is like a Unit test, conducted informally in the DEV environment and results will be updated directly in the tool where the user stories are set up. If there are unique development scenarios (specifically in a batch-related component) then unit test cases and results may be documented in an Excel spreadsheet. Because of the hybrid-agile approach, there are no hard targets for exit criteria. We propose to use a test management tool SmartBear Zephyr, to manage all tests that include test results. The test results in the tool typically include the scenario execution date, the person who executed the scenario, test result status, defects discovered, retest dates, and results. Justification for exiting a test stage, including performance testing success will be communicated through documents.
26	UAT Script Development Support
	NPERS will be responsible for preparing UAT test scripts and execution of UAT test scenarios. We recommend around 8-10 weeks for the UAT cycle to allow enough time to run monthly payroll and other high-volume jobs. We also encourage NPERS Project Team to start UAT Test Case preparation around the mid-point of the development cycle. This will allow enough time for end users to get familiar with the system functionality and complete UAT test case planning in time for UAT phase execution. Provaliant will provide support by sharing the regression scripts and test data that may be developed for BFT for reuse in UAT. Provaliant Business Analysts (BAs) will coordinate between Business, NPERS IT Team, and Provaliant Teams to facilitate and support UAT activities. Usually, the test data prepared, or the process used by our BAs can be leveraged in UAT. Our BAs will coordinate with the development team if/when needed for troubleshooting
27	UAT Execution Support
	Provaliant will provide execution support by sharing the regression scripts that may be developed for BFT for reuse in UAT. Our BAs will be in touch with Business and involved in providing support for the UAT execution. Many times, our BAs will be able to share test data prepared in BFT to be reused in UAT, provide guidance on sequencing the test scenarios based on what worked efficiently in BFT, and help prioritize defects.
28	UAT Results
	NPERS executes UAT test cases and reports bugs in the Test Management tool.

Milestone: Deployment

ID	Deployment
29	Readiness Report
	Readiness Reviews are performed as the release is promoted throughout the various test environments and prior to production implementation to verify that all prior requirements have been completed and that the next environment is ready to have this release applied. Provaliant will provide a Readiness Report to confirm the overall readiness of NPRIS to move to production.
30	Updated artifacts from the implementation for production
	Provaliant will leverage the existing NPRIS Batch operators' guide, and functional and technical specification documents as a baseline and update them conforming with NPRIS-specific documentation guidelines.
31	Final Technical Documentation
	Provaliant will provide detailed Final Technical Documentation including the technical and architectural documents, diagrams, and specifications. Provaliant will leverage the existing NPRIS architectural documents as a baseline and update them to reflect changes made for this Project.
32	Final As Built Configuration Documentation
	Provaliant Solution uses NPERS' code repository for configuration management and therefore information for this document will be obtained from this repository. Typically, this is a static web page (NPRIS Environment Page) with build information or links to build information and test case location. This can also be documented in a word document. Typically, they are provided from DEV, BFT, and onwards where build promotions are tightly controlled.
33	Updated Cutover Plan and Schedule
	Provaliant will update the Cutover Plan and Cutover Schedule developed during Development & Configuration milestone/phase.
34	Cutover Completion Report
	Provaliant will provide a Cutover Completion Report deliverable that validates the full transition of modified functionality into production.

Milestone: Transition & Post-Implementation Stabilization Support

ID	Transition & Post-Implementation Stabilization Support
35	Project Closeout Report
	From Initiating to Closeout, Provaliant tracks, reviews, and regulates the progress and performance of the project. We identify any areas that require changes to the project plan and initiate those changes. In this way, we consistently observe and measure project performance to identify variances from the project management plan. Closeout involves the Project Manager's systematic review of the project's process and outcome and the archival of critical project information for future use. The Project Manager documents,

	follow-up business, and holds a post-project review to identify improvement areas and measure NPERS satisfaction. As part of the closeout, we continue working with NPERS during the maintenance and support periods. Provaliant Project Closeout Report will include evidence that project closeout and production readiness activities are complete.
36	Monthly Stabilization Support Reports
	The monthly Stabilization phase goes into effect immediately after the first release to Production. During project closeout, Provaliant will work with NPERS and create an initial template for monthly stabilization support reports. The template will contain a list of service requests and their statuses (completed, in progress, open, and planned for the next period), risks, blockers, and issues. We will use a Service Management Tool to help track service tickets and this tool has digital reports that may be used to deliver this report.
37	System Stabilization Support (12 Months)
	Provaliant will establish a team of resources with various skill levels, to provide stabilization support to the NPERS maintenance support team. This team will provide support through service requests assigned to them on a priority basis. The stabilization support team manager will interface and coordinate with the NPERS support team manager to resolve issues and set priorities. During Closeout, Provaliant will determine the appropriate responsibilities for Level 2 and Level 3 support technicians with input from NPERS. Also, establish procedures to open support tickets and escalate trouble tickets. A typical Level 2 support will provide in-depth technical support when the 1st level support is not able to solve an incident. A Level 3 support will be someone with extensive technical experience but also understands the business process enough to solve an incident or propose various options and recommendations.
38	Final Acceptance Document
	Closeout involves the Project Stabilization Support Manager's systematic review of the project's process and outcome and the archival of critical project information for future use. The Project Stabilization Support Manager documents, follow-up with the NPERS, and holds a post-project review to identify improvement areas and measure NPERS satisfaction. Provaliant Final Acceptance Document will include evidence that project closeout activities and stabilization support have been provided for the duration of the support period

4. TERMS AND CONDITIONS

A. GENERAL

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

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

1. Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
- Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.
Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

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.

C. BUYER'S REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

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

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be

implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AJS			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AJS			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a

waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury,

death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

INTELLECTUAL PROPERTY

3. 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.

4. 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 solicitation.

PERSONNEL

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

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

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

N. ATTORNEY'S FEES

6.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RJS			

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

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RJS			

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be one percent (1%) of the contract amount for the initial contract period. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for

contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. RETAINAGE

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

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

Q. ASSIGNMENT, SALE OR MERGER

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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the

State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISONS OF THE STATE OR ANOTHER STATE

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

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

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

S. FORCE MAJEURE

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

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

T. CONFIDENTIALITY

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

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

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

U. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

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

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

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

5. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

Any and all pay, benefits, and employment taxes and/or other payroll withholding;

Any and all vehicles used by the Contractor's employees, including all insurance required by state law;

Damages incurred by Contractor's employees within the scope of their duties under the contract;

2. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
3. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
4. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)
5.
6.

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:

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

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

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

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

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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

    Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1.

WORKERS' COMPENSATION INSURANCE

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

COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
a. ***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 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
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	$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
	"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE		
	"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

EVIDENCE OF COVERAGE

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

State of Nebraska
State Purchasing Bureau
Attn: Connie Heinrichs
RFP #6720 Z1

Email: connie.heinrichs@nebraska.gov

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.

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

DEVIATIONS

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

I. ANTITRUST

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

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.

J. CONFLICT OF INTEREST

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

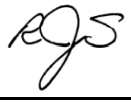
			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

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

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.

L. SITE RULES AND REGULATIONS

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

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

M. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			This proposal is to modify the existing Nebraska Public Retirement Information System (NPRIS). Since NPERS owns and maintains the NPRIS application, compliance with the State standards is an ongoing NPERS responsibility. The RFP did not indicate that there are any changes required to comply with the State standards, so no changes to comply with the State standards are included in the scope of this proposal. Our work will comply with

			the NPERS standards for the NPIRS application, which we assume comply with the State standards. For this Project, there is no requirement to change Graphical User Interface (GUI) design. Therefore, we are not modifying user interface and will not impact existing level of compliance to Access Standards.

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.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RJS			We will follow NPERS DR/Backup plans As per ISR-1.6, ISR-8.5 and ISR-8.6 we assume NPERS is responsible for DR plan we will follow NPERS plans. ISR-1.6 Maintain a Disaster Recover or Business Continuity Plan that describes the approach to perform disaster recovery activities. ISR-8.5 Provide the Configured Hardware Environments (production and disaster recovery). ISR-8.6 Provide Configured Hardware Environments (production and disaster recovery) Documentation,

			including specification of hardware, network, storage, utilities, licensees, and other required infrastructure.

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

P. DRUG POLICY

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

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.

Q. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and

remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

6. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AJS			

Neb. Rev. Stat. §81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AJS			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be sent to 1526 K Street, Suite 400, P.O. Box 94816, Lincoln, NE 68509, ATTN: Accounting Department in accordance with the deliverables outlined in Table 17, Invoice Milestones and Deliverables. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and

equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one (1) percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Form A Bidder Proposal Point of Contact

Request for Proposal Number 6720 Z1

Form A should be completed and submitted with each response to this solicitation. 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:	Provaliant Business Solutions LLC
Bidder Address:	5518 E. Hartford Ave. Scottsdale, AZ 85254
Contact Person & Title:	Bob Solheim
E-mail Address:	BSolheim@Provaliant.com
Telephone Number (Office):	602.705.9611
Telephone Number (Cellular):	602.705.9611
Fax Number:	480.452.0644

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

Communication with the State Contact Information	
Bidder Name:	Provaliant Business Solutions LLC
Bidder Address:	5518 E. Hartford Ave. Scottsdale, AZ 85254
Contact Person & Title:	Prashant Jaiswal
E-mail Address:	PJaiswal@Provaliant.com
Telephone Number (Office):	503.559.5222
Telephone Number (Cellular):	503.559.5222
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER NAME:	Provaliant Business Solutions LLC
COMPLETE ADDRESS:	5518 E. Hartford Ave. Scottsdale, AZ 85254
TELEPHONE NUMBER:	602.705.9611
FAX NUMBER:	480.452.0644
DATE:	10/19/2022
SIGNATURE:	DocuSigned by: Robert Solheim 8714B5F886C114BE
NAME & TITLE OF SIGNER:	Bob Solheim, CEO