

State of Wisconsin
 Department of Employee Trust Funds
 DCA-3049 (R01/2000)
 S. 51.01(5) Wis. Stats.; s. 111.32(13m) Wis. Stats.



Department of Employee Trust Funds
 801 W. Badger Road
 P. O. Box 7931
 Madison, WI 53707-7931

Contract

Commodity or Service: Request for Bid for the State of Wisconsin Department of Employee Trust Funds development, maintenance and support for the Wisconsin Retirement (WRS) Benefit Payment System (BPS) Request for Bid/Proposal No: ETJ0018 by NVISIA, LLC as modified or clarified in Change Order #1

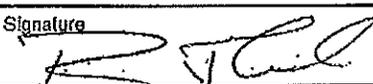
Contract Period: February 8th, 2010 through June 30th, 2014 plus three 2-year periods Change Order.#8

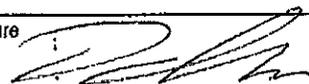
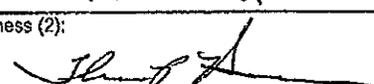
1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract and as modified or clarified in Change Order #1;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (608) 266-5462.

5. The Change Order #1 and five exhibits to this Change Order, modify the RFB mentioned above. Change Order #1 includes Exhibit 1 – NVISIA Response to RFB ETJ0018 for Wisconsin Department of Employee Trust Funds dated January 31, 2010, Exhibit 2 – BPS Billing Schedule dated January 31, 2010, Exhibit 3 – BPS Support and Lump Sum Acceptance Staffing dated January 31st, 2010, Exhibit 4 – BPS Consultant Rate Card, Effective January 31, 2010 – June 30, 2011 dated January 31, 2010, and Exhibit 5 – BPS Software Support Contract dated January 29, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
6. The Change Order #2 and four exhibits to this Change Order, modify Change Order #1. Change Order #2 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated February 23, 2010, Exhibit 2 – Lump Sum Payment System Transition 2 – Acceptance Plan dated January 27, 2010, Exhibit 3 - BPS Billing Schedule dated February 17, 2010, and Exhibit 4 – BPS Support and Lump Sum Acceptance Staffing dated February 17, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
7. The Change Order #3 and two exhibits to this Change Order, modify Change Order #2. Change Order #3 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated March 3, 2010, and Exhibit 2 – Lump Sum Payment System Transition 3 – Acceptance Plan dated February 24, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
8. The Change Order #4 and one exhibit to this Change Order, modify Change Order #3. Change Order #4 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 dated May 5, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
9. The Change Order #5 and three exhibits to this Change Order modify Change Order #4. Change Order #5 includes Exhibit 1 – Benefit Payment System Contract ETJ0018 BPS Change Order dated September 13, 2010, Exhibit 2 - BPS/Lump Sum Additional Development Support dated September 13, 2010, and Exhibit 3 – BPS Billing Schedule dated September 13, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.

10. The Change Order #6 and one exhibit to this Change Order, modify Change Order #5. Change Order #6 includes Exhibit 1 – Contract Amendment – BPS/Lump Sum Additional Development Support dated September 27, 2010. All other provisions of this contract unrelated to this Change Order remain in effect.
11. The Change Order #7 and three exhibits to this Change Order modify Change Order #6. Change Order #7 includes Exhibit 1 – Data Governance and Privacy Program Initiative Statement of Work PR-116, dated May 2, 2011, Exhibit 2 – Project Outline PR-116 dated May 9, 2011, and Exhibit Three Data Governance and Data Privacy Program Billing Schedule dated May 16, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
12. The Change Order #8 and three exhibits to this Change Order modify Change Order #7. Change Order #8 includes Exhibit 1 – BPS Software Support Contract, dated June 8, 2011, Exhibit 2 – BPS Billing Schedule, dated June 8, 2011, and Exhibit 3 - BPS and Lump Sum Support Staffing, dated June 8, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.

| |
|---|
| State of Wisconsin Department of Employee Trust Funds |
| By (Name) Robert J. Conlin |
| Signature  |
| Title Deputy Secretary |
| Phone 608/261-7940 |
| Date (MM/DD/YYYY) 6/22/11 |
| Witness (1): |
| Witness (2): |

| |
|--|
| To be Completed by Contractor |
| Company Name NVISIA LLC |
| Company Address (City, State, Zip) 200 South Wacker Drive 36 th Floor, Chicago, IL 60606 |
| By (Name) Daniel E. Dexter |
| Signature  |
| Title CFO |
| Phone 312-985-8160 |
| Date (MM/DD/YYYY) 06/29/2011 |
| Witness (1): Ken Miller |
| Witness (2):  |

This document can be made available in accessible formats to qualified individuals with disabilities.

State of Wisconsin - Employee Trust Funds
Benefit Payment System
Change Order #8- Exhibit #2 - BPS Billing Schedule



| Billing Date | BPS/Lump Sum Support | Total Monthly |
|--------------------|----------------------|---------------|
| February 26, 2011 | | |
| March 31, 2011 | | |
| April 30, 2011 | | |
| May 31, 2011 | | |
| June 30, 2011 | | |
| July 29, 2011 | \$ 61,700 | |
| August 31, 2011 | \$ 70,800 | |
| September 30, 2011 | \$ 64,700 | |
| October 31, 2011 | \$ 64,700 | |
| November 30, 2011 | \$ 81,700 | |
| December 30, 2011 | \$ 33,300 | |
| January 31, 2012 | \$ 33,300 | |
| February 29, 2012 | \$ 33,300 | |
| March 30, 2012 | \$ 34,800 | |
| April 30, 2012 | \$ 33,300 | |
| May 31, 2012 | | |
| June 30, 2012 | | |
| Totals | \$ 491,700.00 | \$ |

2H 2011
\$ 357,000

1H 2012
\$ 134,700.00

This billing schedule is for the the BPS/Lump Sum Support Agreement for the term of July 1, 2011 through April 30, 2012 as detailed in the BPS ETJ0018 Change Order #8
State of Wisconsin, Employee Trust Funds NVISIA, LLC

Robert J. Conlin 6/22/11 *Dan Dexter* 6/8/2011
DATE DATE

Robert J. Conlin Deputy Secretary Dan Dexter CFO

| Footnote Index | Description |
|----------------|-------------------------------------|
| 1 | Tied to BPS ETJ0018 Change Order #8 |

State of Wisconsin - Employee Trust Funds
Benefit Payment System (BPS)
BPS ETJ0018 - Change Order #8 - Exhibit #3 - BPS and Lump Sum Support Staffing

| Role | Individual | 2011 | | | | | | | | | | | |
|----------------------|------------|------|--------|-----------|---------|----------|----------|---------|----------|-------|-------|------|------|
| | | July | August | September | October | November | December | January | February | March | April | May | June |
| BPS/Lump Sum Support | Navveen VK | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Technical Architect | Eric Zinke | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

| Role | Individual | 2012 | | | | | | | | | | | |
|----------------------|------------|---------|----------|-------|-------|------|------|------|--------|-----------|---------|----------|----------|
| | | January | February | March | April | May | June | July | August | September | October | November | December |
| BPS/Lump Sum Support | Navveen VK | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Technical Architect | Eric Zinke | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

| | |
|---|--|
| State of Wisconsin, Employee Trust Funds | NVISIA, LLC |
|  |  |
| Robert J. Conlin Deputy Secretary | Dan Dexter CFO |
| DATE 6/22/11 | DATE 6/8/11 |

NVISIA™

Benefit Payment System Software Support Contract

State of Wisconsin – Department of Employee Trust Funds

by

NVISIA

With offices in:

Milwaukee, Wisconsin

Chicago, Illinois

1. Overview

The Benefit Payment System (BPS) went into production at the Department of Employee Trust Funds (ETF) in November 2008. The BPS application is made of several components, including servers, network, infrastructure, databases, and the BPS software.

NVISIA and ETF have monitored the trouble-tickets of the BPS system and, in the course of addressing these trouble-tickets, have worked together to define a BPS support structure that includes how support responsibilities will be split between NVISIA and ETF resources.

To better provide BPS Business Users with an appropriate level of support for the BPS Software, it will be necessary for NVISIA and ETF to work together. This contract specifies NVISIA's support activities for the BPS Software. This support contract was also in effect for previous BPS activities and the intent is to continue support in the same manner as provided for prior activities.

2 NVISIA Responsibilities

NVISIA will provide two (2) full-time resources ("NVISIA Support Technician") approved by ETF to assist with the support of the BPS Software. The NVISIA Support Technician will have the following Primary and Secondary Responsibilities:

Primary Responsibilities:

- Providing 3rd level support, with 24x7 coverage when necessary, for critical and non-critical issues related to the BPS Software
- Monitoring payroll job processes and taking corrective action when appropriate

Secondary Responsibilities:

- Providing development support to resolve system problems
- Completing functionality related to enhancement requests
- Implementing changes to improve system performance and maintainability

Note - The Change Control Board for the BPS system will direct and prioritize the Secondary Responsibilities. Please see the BPS Communication and Organizational Plan in the BPS Document Repository for Change Control Board definition.

If the NVISIA Support Technician is not available due to sickness, vacation, etc. a suitable replacement will be made available for the required support activities. This replacement will be subject to the reasonable approval by ETF's Project Director.

2.1 Representative Tasks Overview/Breakdown

The table below provides a list of representative tasks of the NVISIA Support Technician. The actual tasks provided during the duration of this agreement may or may not include these tasks.

| Area | NVISIA Support Technician Responsibilities |
|-------------------------|---|
| Monitor and Test System | <ul style="list-style-type: none"> ✓ Provide 3rd level support and respond to application faults, alerts and errors after initial diagnosis by ETF ✓ Test External and Internal Interfaces |
| Archive and track files | <ul style="list-style-type: none"> ✓ Follow-up on failed transactions |
| Weekly maintenance | <ul style="list-style-type: none"> ✓ Test application after application restart |

| | |
|-------------------------------|--|
| | <ul style="list-style-type: none"> ✓ Produce weekly status report of activities |
| User Help Services | <ul style="list-style-type: none"> ✓ Resolve Business User queries regarding system operation and behavior ✓ Perform secondary diagnosis of root cause (e.g., specification, Application manuals or instructions) ✓ Respond to and follow-up on all Problem Reports (PR) initiated by Business Users for validated issues or problems |
| Intermediate Support Services | <ul style="list-style-type: none"> ✓ Resolve standard application errors (those generating specific messages) not requiring application code modification ✓ Resolve complex user setup problems ✓ Modify application configuration as required, including: <ul style="list-style-type: none"> ○ Update configuration values which affect system dispatch, polling, and scheduling ○ Update configuration information for system interfaces (message-oriented interfaces) ○ Change the file system locations of the directories to be used for the polling or archiving files ✓ Implement changes in application manuals and instructions as required |
| Services Roadmap | <ul style="list-style-type: none"> ✓ As directed, assist with the development of a Services Roadmap to support the BPS, LSPS and other ETF systems |

2.2 Resources

NVISIA will provide the NVISIA Support Technician with a laptop, pager or cell phone and work-at-home equipment. All other resources are to be provided by ETF per Section 3.2.

Should additional development resources be required to resolve an issue, upon ETF request, an additional Change Order for the appropriate services shall be drafted.

3 ETF Responsibilities

3.1 Responsibilities

ETF will be solely responsible for application availability and initial support and diagnosis of system issues. This includes support for hardware resources and database and supporting software availability. See Section 8.0 for Definitions.

3.2 Resources

ETF shall provide and maintain the resources as required for the reliable operation of the BPS Software, including but not limited to:

- Adequate server hardware to host services including, but not limited to DBMS, Web server and application server
- Third-party software
- Data center facilities, including space, power, cooling and physical security
- Internet and network services for the Servers (Internet service and connectivity, DNS, firewall)
- Monitoring and Maintenance of the BPS system including hardware and software upgrades

- Scheduling and Monitoring of the BPS processes
- Initial response and diagnosis of system issues
- Support Software Maintenance and Upgrades

ETF shall provide to the NVISIA Support Technician an office in an ETF facility, telephone with voice mail and desktop workstation if required for support of the BPS Software. ETF shall allow the NVISIA Support Technician remote access to the system via dial-up or VPN/Internet and provide the necessary security hardware or software to facilitate such remote access.

3.2 ETF Staff Availability

ETF shall designate a primary point of contact to NVISIA who can act as the decision-making authority on the project.

3.3 Information Exchange

ETF shall make available to NVISIA personnel any pertinent information solely for their activities during this contract. Such information, provided pursuant to Section 4.1 Support Level Definitions, may include, but is not limited to, requirements documents, systems architecture, application architecture, and application code. ETF shall agree to provide NVISIA with access to any third-party products necessary to perform their tasks as determined by ETF and NVISIA. In addition to any rights specified herein, ETF shall grant NVISIA a non-exclusive license to use all such information and third party materials provided to NVISIA under Section 4.1 Support Level Definitions, for the sole purpose of performing the services described herein. ETF represents that ETF has the rights necessary to grant NVISIA the rights and licenses under this contract. Unless approved by ETF, NVISIA will keep any such information strictly confidential and will not share this information with any third parties.

4 Support Levels

4.1 Support Level Definitions

The table below details the BPS Support Level, Responsibility Assignment, and a definition of the Scope of Responsibilities for each level.

| Support Level | Responsibility Assignment | Scope of Responsibilities |
|-------------------------------|---|--|
| 1 st Level Support | <ul style="list-style-type: none"> ▪ ETF Help Desk ▪ ETF IT | <ul style="list-style-type: none"> ▪ Initial support call from Business User ▪ Standard PR documentation and investigation ▪ If there is a defined resolution or procedure for the issue identified: <ul style="list-style-type: none"> ✓ Potential issue resolution ▪ Otherwise <ul style="list-style-type: none"> ✓ Escalate to 2nd Level Support |
| 2 nd Level Support | <ul style="list-style-type: none"> ▪ ETF IT | <ul style="list-style-type: none"> ▪ Business User support on non-standard issues or issues escalated by 1st Level Support ▪ Additional diagnosis and problem |

| | | |
|-------------------------------|---|---|
| | | resolution/identification <ul style="list-style-type: none"> ▪ If resolution does not require changes to the application source code, database structure or table data: <ul style="list-style-type: none"> ✓ Potential issue resolution ▪ Otherwise <ul style="list-style-type: none"> ✓ Escalate to 3rd Level Support |
| 3 rd Level Support | <ul style="list-style-type: none"> ▪ NVISIA Support Technician ▪ ETF IT | <ul style="list-style-type: none"> ▪ Additional support to address issues unresolved by the 1st or 2nd Level Support. As detailed in Section 2, this support will be available 24x7. ▪ This may include: <ul style="list-style-type: none"> ✓ Advanced troubleshooting and investigation ✓ Software changes or database/data updates |

4.2 Problem Report (PR)

A Problem Report means any contact with NVISIA by ETF either written or verbal. Any verbal report will be confirmed in writing the morning of the next business day.

The table below outlines the response levels for the NVISIA Support Technician providing 3rd Level Support, as required based on the severity level defined within the PR. The Project Directors for ETF and NVISIA (or someone designated by either Project Director) will determine the severity of a PR. However, any PR related to payroll processing that occurs during off-hours will be categorized as Critical. All PRs will be documented and tracked using the existing issue tracking and resolution system in place at ETF.

| If PR is submitted is... | Response will be... |
|--------------------------|---|
| Critical | <ul style="list-style-type: none"> ▪ Confirmation of "Critical" PR escalation to 3rd Level Support immediately upon receipt by NVISIA ▪ Resolution plan as soon as practical and within thirty (30) minutes of receipt by NVISIA unless additional time is granted by ETF. |
| Non-critical | <ul style="list-style-type: none"> ▪ Confirmation of "Non-critical" PR escalation to 3rd Level Support within twenty-four (24) hours (excluding Sat., Sun. and holidays) of receipt by NVISIA ▪ Resolution plan within forty-eight (48) hours (excluding Sat., Sun. and holidays) of receipt by NVISIA |

Note – A PR may be automatically issued for application-generated error messages.

5 Project Change Control Procedures

If additional support is required beyond the assigned NVISIA Support Technician, with approval from ETF a Project Change Request (PCR) can be used to modify this support contract. The following provides a detailed process to follow if a change to this contract is required.

- A Project Change Request (PCR) may be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, the effort needed for the change, and the effect the change will have on the contract.
- The designated Project Director of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- The ETF Project Director will review the proposed change and approve it for further investigation or reject it. NVISIA will specify any charges for such investigation. If the investigation is authorized, the Project Directors will sign the PCR, which will constitute approval for the investigation charges. NVISIA will invoice ETF for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.
- A written Change Authorization and/or Project Change Request (PCR) must be signed by both ETF's and NVISIA's Project Director to authorize implementation of the investigated changes.
- A PCR may affect the charges, estimated schedule, or other terms of this Agreement.

6 Staffing and Financial Terms

6.1 Staffing

Please see ETJ0018 – Change Order #8 – Exhibit 3 - BPS Support and Lump Sum Acceptance Staffing dated June 8, 2011.

6.2 Financial Terms

Please see ETJ0018 – Change Order #8 - Exhibit 2 – BPS Billing Schedule dated June 8, 2011.