

State of Wisconsin
 Department of Employee Trust Funds
 DOA-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

ORIGINAL

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 Amendment for change order #21 & #22

Contract Period: February 8th, 2010 through June 30th, 2018 plus one (1) two (2)-year renewal option

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. 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 fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement.

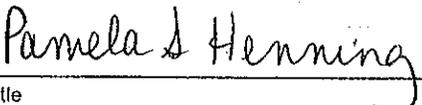
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by the Wisconsin Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, WI 53707-7867, (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.
13. The Change Order #9 and two exhibits to this Change Order modify Change Order #7. Change Order #9 includes Exhibit 1 – Data Governance and Privacy Program Initiative, Phase 2 Statement of Work PR-116, dated July 18, 2011, Exhibit 2 – BPS Billing Schedule, dated July 18, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
14. The Change Order #10 and two exhibits to this Change Order modify Change Order #7. Change Order #10 includes Exhibit 1_ Quality Assurance Framework Statement of Work PR-116, dated August 17, 2011, Exhibit 2 – Quality Assurance Project Billing Schedule, dated August 17, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
15. The Change Order #11 includes Exhibit 1- Statement of Work, dated October 5, 2011, and Exhibit 2 – Core Team Billing Schedule, dated October 13, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
16. Change Order #12 includes Exhibit 1 – Data Governance and Privacy Program Initiative, Phase 3 Statement of Work PR-116, dated November 14, 2011, Exhibits 2 and 3 – BPS Billing Schedule, dated November 18, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
17. The Change Order # 13 includes Exhibit 1- Quality Assurance Framework, dated December 20, 2011, and Exhibit 2 – Quality Assurance Billing Schedule, dated December 20, 2011. All other provisions of this contract unrelated to this Change Order remain in effect.
18. The Change Order # 14 includes Exhibit 1- Quality Assurance Framework, dated May 8, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
19. The Change Order # 15 includes Exhibit 1 – Accumulated Sick Leave – Initiation and Employer Functionality, and Exhibit 2 - Accumulated Sick Leave – Initiation and Employer Functionality and BPS and Lump Sum Support Billing Schedule, dated May 8, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
20. The Change Order #16 includes Exhibit 1 – Accumulated Sick Leave – Execution phase, and Exhibit 2 – Accumulated Sick Leave – Execution Phase and BPS and Lump Sum Support Billing Schedule, dated July 16, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
21. The Change Order # 17 includes Exhibit 1 – Modifications to Quality Assurance Framework Scope and Billing Schedule, dated August 1, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
22. The Change Order # 18 includes Exhibit 1 – Core Team – BPS and Lump Sum Support, dated December 4, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
23. The Change Order # 19 includes Exhibit 1 – BPS and Lump Sum Support Statement of Work dated February 20, 2012. All other provisions of this contract unrelated to this Change Order remain in effect.
24. The Change Order # 20 extends this contract through June 30, 2016 and includes Exhibit 1 – BPS and Lump Sum Support Statement of Work dated May 15, 2014. All other provision of this contract unrelated to this Change Order remain in effect.
25. The Change Order #21 includes Exhibit 1 – BPS and Lump Sum Support Statement of Work dated June 17, 2015. All other provisions of this contract unrelated to this Change Order remain in effect.
26. The Change Order #22 includes Exhibit 1 – BPS and Lump Sum Support Statement of Work dated June 13, 2016. All other provisions of this contract unrelated to this Change Order remain in effect.

ORIGINAL

ETJ0018 Contract Amendment for change order #21 and #22

State of Wisconsin Department of Employee Trust Funds	
By (Name)	Pamela S. Henning
Signature	
Title	Assistant Deputy Secretary
Phone	608.267.2929
Date (MM/DD/CCYY)	08/25/2016

To be Completed by Contractor	
Company Name	NVISIA LLC
Taxpayer Identification Number	36-3322800
Company Address (City, State, Zip)	200 South Wacker Drive 36 th Floor Chicago, IL 60606
By (Name)	Daniel E. Dexter
Signature	
Title	Chief Financial Officer



State of Wisconsin
Department of Employee Trust Funds

Exhibit 1 - BPS and Lump Sum Support
Statement of Work

Prepared for: Steven Mueller
Department of Employee Trust Funds
Madison, Wisconsin

Presented: June 13, 2016

By:

Shaun Lovick
President

Tracey Barrett
Executive Director

NVISIA L.L.C.
200 South Wacker Drive, 36th floor
Chicago, Illinois 60606

NVISIA

Exhibit 1 – 6/13/16 Statement of Work**Background**

The State of Wisconsin Department of Employee Trust Funds (ETF) requires NVISIA to continue to provide IT support on the Benefit Payment System (BPS) and Lump Sum Payment System (LSPS) beginning July 1, 2016 and continuing through June 30, 2017. This will require one (1) senior consultant who has been on the project and who will work closely with ETF management to plan and schedule the tasks and timing of support in order to transition full responsibility to ETF.

This Statement of Work (SOW) outlines the approach, plan, deliverables and cost for NVISIA to manage and provide the necessary support to successfully transition responsibility for support of the BPS and LSPS projects to ETF team. The approach and deliverables for each individual effort is identified below.

Approach and Deliverables**BPS and Lump Sum Support**

The BPS went into production at ETF in October 2008. The BPS application is made of several components, including servers, network, infrastructure, databases, and the BPS software. NVISIA and ETF have previously monitored the trouble-tickets of the BPS system and defined a BPS support structure that divides support responsibilities between NVISIA and ETF resources. Now, ETF is interested in transitioning even more of the support tasks to their own staff.

Responsibilities

NVISIA, will provide a Senior Consultant, Naveen VK (“NVISIA Support Technician”) approved by ETF to assist with the support of the BPS software. Naveen will be providing support on an ongoing basis and will have the following responsibilities:

Responsibilities:

- Mentor and assist ETF Support Technicians as they develop software to resolve system problems.
- Mentor and assist ETF Support Technicians as they complete functionality related to enhancement requests.
- Mentor and assist ETF Support Technicians as they implement changes to improve system performance and maintainability.
- Provide 3rd level support, with 24x7 coverage when necessary, for critical and non-critical issues related to the BPS software.
- Monitor payroll job processes and take corrective action when appropriate.
- Monitor annual processes and take corrective action when appropriate.
- Work with ETF programmers to update system and operations documentation.
- Provide formal knowledge transfer presentations to ETF staff.

Exhibit 1 – 6/13/16 Statement of Work

Upon Request of ETF:

- Provide development support to resolve system problems.
- Complete functionality related to enhancement requests.
- Implement changes to improve system performance and maintainability.

Assumptions

The following assumptions have been made in preparing this Statement of Work:

1. ETF will provide ready access to appropriate personnel on their staff to answer questions and provide feedback.
2. ETF will provide NVISIA with access to appropriate IT systems, data and processes that are in scope for the support efforts.

Staffing

NVISIA will provide Naveen VK, a BPS Support Specialist, to work on the support tasks described in this SOW. The BPS Support Specialist will begin July 1, 2016 and continue through June 30, 2017.

Naveen VK, BPS Support Specialist (1) – The consultant filling this role will have a background in supporting BPS.

This consultant will be responsible for contributing to a collaborative team atmosphere and mentoring ETF staff on their various areas of expertise.

Estimated Schedule

This SOW includes services for a 12-month period beginning July 1, 2016 and continuing through June 30, 2017.

Project Cost

NVISIA will provide one (1) resource on a time and materials basis to support this SOW. Overtime is not included in this cost and will be charged at the straight time rate.

Naveen VK – Not to exceed the cost of \$330,000 at a rate of \$155/hour.

Optional Software Engineer at a rate of \$125/hour.

This estimate does not include expenses as approved by ETF management.

This is a time and materials estimate. NVISIA will invoice costs monthly based on actual hours worked as documented in NVSIA time sheets.

Exhibit 1 -- 6/13/16 Statement of Work

Termination

NVISIA is providing a named resource for the term of this SOW. In the event that NVISIA has to remove the named resource from the project, It will replace the named resource with a new resource as agreed to and approved by ETF, or ETF may elect to terminate this SOW within a mutually agreed upon date between ETF and NVISIA.

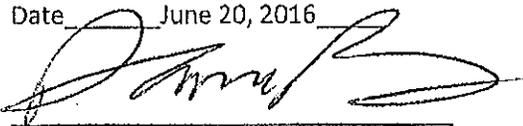
For any other reason other than staffing replacement, ETF and NVISIA agree to provide 30 days written notice of intent to terminate this SOW.

Signatures

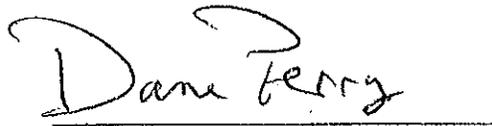
Agreed to and accepted by:

ETF

Date June 20, 2016



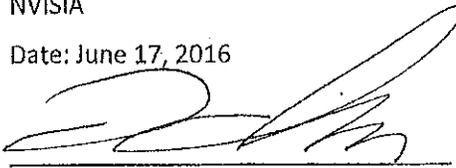
Signature -- Dana Perry



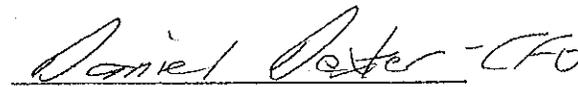
Name

NVISIA

Date: June 17, 2016



Signature -- Daniel E. Dexter



Name