

**BIDS MUST BE SEALED AND ADDRESSED TO:**

AGENCY: Department Employee Trust Funds  
ADDRESS: 801 W Badger Rd  
Madison, WI 53713-2526

**THIS IS NOT  
AN ORDER**

**REQUEST FOR BID**

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #ETJ0018. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for six months from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than  
**January 22, 2010 2:00PM**

Name (Contact for further information)  
**Joanne Cullen**

Phone Date  
**608/266-3960 January 12, 2010**

Quote Price and Delivery FOB  
**Madison, WI See specifications**

Fax bids are accepted  Fax bids are not accepted

Description	Total
<b>ETJ0018 Development, Maintenance, and Support for the Wisconsin Retirement (WRS) Benefit Payment System (BPS)</b> RFB ETJ0018, amendments and questions and answers will be posted on the ETF Web site <a href="http://etfextranet.it.state.wi.us">http://etfextranet.it.state.wi.us</a> and will not be mailed.	

See Attachment #1 for Cost Sheet

Payment Terms See Bid

Delivery Time See Bid

- We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550. Does Not Apply to Printing Bids.
- We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.764 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes  No  Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

# Request for Bid # ETJ0018

Development, Maintenance, and Support for the  
Wisconsin Retirement (WRS) Benefit Payment System (BPS)



Issued by the Department of Employee Trust Funds (ETF)  
Release Date: January 12, 2010

# TABLE OF CONTENTS

SECTION A. BIDDING PROCEDURES AND REQUIREMENTS .....	1
PART 1 – RFP INFORMATION .....	1
PART 2 – PREPARING AND SUBMITTING A BID.....	5
PART 3 – BID SELECTION AND AWARD PROCESS .....	9
SECTION B. BIDDER QUALIFICATIONS .....	11
PART 1 – EXPERIENCE AND REFERENCES.....	11
SECTION C. SPECIAL TERMS AND CONDITIONS.....	21
PART 1 – SPECIAL TERMS AND CONDITIONS .....	21
PART 2 – PAYMENT INFORMATION .....	32
PART 3 – STANDARDS, POLICIES, PROCEDURES AND GUIDELINES...	33
PART 4 – DELIVERABLES.....	33
SECTION D. COST PROPOSAL AND PAYMENT SCHEDULE .....	34
PART 1 – COST PROPOSAL	
APPENDIX A .....	A-1
APPENDIX B .....	B-1
APPENDIX C .....	C-1
APPENDIX D .....	D-1
APPENDIX E .....	E-1
APPENDIX F .....	F-1
APPENDIX G .....	G-1
ATTACHMENT 1 .....	Attachment 1-1

# SECTION A. BIDDING PROCEDURES AND REQUIREMENTS

## PART 1 -- RFB INFORMATION

This section of the Request for Bid (RFB) details the procedure the bidder must follow to submit a bid for services for the development, maintenance, and support for the Wisconsin Retirement (WRS) Benefit Payment System (BPS).

### 1.1 Background and project description

The purpose of this RFB is to provide information to interested parties to enable them to prepare and submit a bid for services for the development, maintenance, and support for the Wisconsin Retirement (WRS) Benefit Payment System (BPS) for the Wisconsin Department of Employee Trust Funds (Department). BPS went into production in October 2008. This procurement is authorized under Chapter 16 of the Wisconsin State statutes.

Please note that this is a bid and not a proposal. This means that the work to be performed by the vendor is described in detail in this bid document. The object is for bidders to provide adequate documentation in a succinct format that demonstrates ability and experience to provide the services and abide by the terms of this bid. The lowest cost qualified bidder that meets these criteria will be awarded the contract pending contract signing.

### 1.2 Procuring and Contracting Agency

This RFB is issued by the Department and is the sole point of contact for the State of Wisconsin (State) in this selection process.

Prospective bidders are prohibited from contacting any person other than the individual listed here regarding this RFB. Violation of this requirement may result in the bidder being disqualified from further consideration. The contact person for this bid is:

Express delivery:

Joanne Cullen, CIO  
Dept. of Employee Trust Funds  
801 West Badger Road  
Madison, WI 53713-2526

Mail delivery:

Joanne Cullen, CIO  
Dept. of Employee Trust Funds  
PO Box 7931  
Madison, WI 53707-7931

Telephone: (608) 266-3960  
FAX: (608) 267-0633  
E-mail: [joanne.cullen@etf.state.wi.us](mailto:joanne.cullen@etf.state.wi.us)

### 1.3 Definitions

The following definitions are used throughout the RFB:

BPS means Benefit Payment System.

Department means the Department of Employee Trust Funds.

DOA means the Department of Administration.

ETF means the Wisconsin Department of Employee Trust Funds.

Fixed price means the fee to be paid by ETF to the contractor as payment for the BPS. The fee paid will be an exact amount as defined in the contract.

Vendor means a firm submitting a proposal in response to this RFB.

State means State of Wisconsin.

Viability means the financial strength of the vendor's organization, maturity, and market longevity.

Vision means the vendor takes into consideration the organizational commitment towards the product and/or services.

Warranty means an assurance that the software delivered will be free from defects in manufacture or materials and will meet the specifications set forth in the RFB.

Warranty Final Acceptance means that point in time when all deliverables under the warranty period of the contract have been corrected as determined by ETF to meet the applicable specifications and are ready and available for deployment and use.

WRS means the Wisconsin Retirement System.

### 1.4 Clarifications of the Specifications and Requirements

Any questions concerning this RFB must be submitted via email by the date specified in section 1.7 to the contact person identified in section 1.2 in order to guarantee an answer by date specified in section 1.7. Vendors are expected to raise any questions they have concerning the RFB at this point in the RFB process.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of this RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be published on the Department's Extranet at <http://etfextranet.it.state.wi.us/>, which is part of the Department's Web site.

### 1.5 Vendor Conference

If the Department decides to hold the vendor conference, a notice will be posted on the ETF web site referenced in section 1.2. Note that unless this notice is posted, no conference will be held. If a vendor conference is held the time and

the place will be identified in a process update to the Department's Extranet Web site: <http://etfextranet.it.state.wi.us/>. The conference is an opportunity to ask questions. All bidders who intend to respond to this RFB are encouraged to attend the vendor conference either in person or via a telephone conference call should one occur. Representatives will be limited to two per vendor.

Written or emailed questions are due by the date listed in section 1.7 and may be addressed at the vendor conference, should one occur.

Only written responses will bind ETF. ETF will prepare written responses to written and oral questions by the date identified in section 1.7.

Responses to all questions submitted will be published to the Department's Web site in section 1.2.

**1.6 Reasonable accommodations**

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you will need accommodations at the vendor conference, contact the individual identified in section 1.2.

**1.7 Calendar of Events**

Listed below are important dates and times by which actions related to this RFB must be completed. In the event that THE DEPARTMENT finds it necessary to change any of these dates and times, it will do so by issuing a supplement to this RFB via the ETF Extranet. No other formal notification will be issued for changes in these dates.

<u>DATE</u>	<u>EVENT</u>
January 12, 2010	Issue RFB
January 15, 2010	Letter of intent and vendor questions due
January 19, 2010	Post answers to questions on ETF Extranet <a href="http://etfextranet.it.state.wi.us">http://etfextranet.it.state.wi.us</a>
January 22, 2010	Bids due from vendors, 2:00 p.m. CST
January 26 2010 (estimate)	About 1 week) Notify vendors of intent to award contract
February 8, 2010 (estimate)	Contract start date

**1.8 Letter of Intent**

A letter of intent indicating that a bidder intends to submit a response to this RFB should be submitted to the Department by the date indicated in section 1.7. In the letter, identify the bidder's organization and give the name, location, telephone number, fax number and email address of one or more persons authorized to act on the bidder's behalf. Bidders should submit the letter of intent via email to the address in section 1.2. The letter of intent does not obligate the bidder to submit a response.

**1.9 Contract term and funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run through June 30, 2014 with an option to extend the contract for three additional two-year periods subject to the satisfactory negotiation of terms acceptable to the Department and selected firm.

**1.10 Criminal Background Verification**

Any vendor awarded a contract will be expected to adhere to the Department's requirements regarding criminal background checks.

**1.11 VendorNet registration**

Only vendors registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

## **PART 2 -- PREPARING AND SUBMITTING A BID**

### **2.1 General Instructions**

The evaluation and selection of a vendor will be based on the information submitted in the bid, references, oral presentations (if requested), and written clarifications. Failure to respond to each requirement in this RFB may be the basis for rejecting a response.

Failure to respond to each of the requirements in Sections B, C, and D of this RFB may be the basis for rejecting a bid.

Elaborate bids (e.g., expensive artwork), beyond that sufficient to present a complete and effective bid, are not necessary or desired.

### **2.2 Incurring Costs**

The State of Wisconsin, the Department and the Board are not liable for any costs incurred by bidders in replying to this RFB or making requested oral presentations.

### **2.3 Submitting the Bid**

Vendors must submit an original and three (3) paper copies and an electronic copy on a CD by the deadline in section 1.7 to the address in section 1.2.

Bids must be time-stamped by the Department by the stated time or they will not be accepted. For purposes of this RFB, receipt of a bid by the state mail system does not constitute receipt of a bid by the Department.

All bids must be packaged, sealed, and show the following information on the outside of the package:

Bidder's Name and Address  
Title: RFB Development, Maintenance and Support for BPS ETJ0018  
Bid Due Date

An original plus two (2) copies of the cost proposal as described in section 1.9 must be sealed and submitted as a separate part of the bid. The cost proposal must be packaged, sealed and show the following information on the outside of the package:

Bidder's Name and Address  
Cost Proposal Title: Cost Proposal, RFB Development, Maintenance, and Support for BPS ETJ0018  
RFB Number: ETJ0018

### **2.4 Bid Organization and Format**

Bid should be typed and submitted on 8.5 by 11-inch paper and bound securely. Bidders should display each requirement immediately preceding the response to that requirement for tabs 3 and 4 on the next page.

Only provide promotional materials if they are relevant to a specific requirement of this request. If provided, all materials must be included with the response to the relevant requirement and clearly identified as "promotional materials."

Vendors responding to this RFB must comply with the following format requirements:

- (a) **BIDDER'S CHECKLIST.** This checklist must be signed by the person who has been authorized in writing to act as the person responsible for this contract. The bidder's check list can be found in Appendix A.
- (b) **Tab 1 - TRANSMITTAL LETTER/VENDOR CERTIFICATIONS:** Include the transmittal letter with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any subsequent supplements or revisions.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. A signed transmittal letter must accompany the bid. The transmittal letter must be written on the vendor's official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:

1. Name and title of bidder's representative;
2. Name and address of firm;
3. Telephone number, fax number, and e-mail address of representative;
4. RFB number and title: ETJ0018- RFB Development, Maintenance and Support for BPS
5. A brief statement indicating the bidder's understanding of the work to be done, the commitment to perform the work within the time period, and a statement that the bid is a firm and irrevocable offer for six (6) months after the bid due date;

6. An itemization of all materials and enclosures submitted in response to the RFB;
7. A statement that the vendor believes that its bid meets all the requirements set forth in the RFB, including the Mandatory Requirements in Appendix B;
8. A statement that acknowledges and conforms to all procurement rules and procedures articulated in this RFB, all rights and terms specified in this RFB and in the RFB terms and conditions of the contract (see Section B, Part 2) and the contract terms and conditions (see Appendices B and D) with exceptions listed in point 9 below;
9. Any exceptions to the contract language found in the RFB. If vendors have any exceptions to the terms and conditions presented in the RFB, they must submit them with their bid. Exceptions to the Department's contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. If exceptions to the standard contract language are not presented in the transmittal letter, they may not be discussed or considered during contract negotiations;
10. A statement that the vendor will participate in presentations or demonstrations, if requested to do so by the Department;
11. A statement that the individual signing the bidder is authorized to make commitments, including financial, on behalf of the vendor for all aspects of this RFB, and that she/he has not participated and will not participate in any action contrary to the RFB; and
12. The vendor's assurance that the entire proposal, including prices quoted, will remain in full force and effect for at least 180 days from the bidder due date.

(c) Tab 2 - SIGNED STATE AGREEMENTS: Include here the signed copies of the:

- Mandatory Requirements (Appendix B);
- Designation of Confidential and Proprietary Information (Appendix C)
- Standard Terms and Conditions *and* Supplemental Standard Terms and Conditions for Procurements for Services (Appendix D)
- Lobby Disclosure Form (Appendix E)
- Vendor Information and Reference Sheets (Appendix F).
- Business Associate Agreement (Appendix G)

- (d) **Tab 3 - RESPONSE TO SECTION B: BIDDER QUALIFICATIONS:** Provide a point-by-point response to each and every general bid specified in this RFB. Responses to general bid requirements must be in the same sequence and numbered as they appear in this RFB. Provide a succinct explanation of how each requirement is addressed. **Provide a succinct explanation of how each requirement is addressed.**
- (e) **Separate Sealed Envelope - COST INFORMATION:** Provide cost information on the cost worksheet in Attachment #1. Prepare cost worksheet per the instructions provided in Attachment 1. **No mention of the cost proposal may be made in any other part of the response to this RFB.**

**2.5 QUESTIONS:** Any questions concerning this RFB must be submitted by email on or before January 15, 2010 at 3pm CST.

Email: [joanne.cullen@etf.state.wi.us](mailto:joanne.cullen@etf.state.wi.us).

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached State of Wisconsin Contract at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on the Department's Extranet Web site: <http://etfextranet.it.state.wi.us>.

**2.6 Multiple Proposals**

Multiple Bids from a vendor are not permissible.

## **PART 3 -- BID SELECTION AND AWARD PROCESS**

Please note that this is a bid and not a proposal. The lowest cost qualified bidder that meets the criteria will be awarded the contract as outline in this section.

### **3.1 Bid Review**

Bids will initially be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements as stated in Appendix B, or to follow the required instructions for completing the bid may result in the rejection of the bid.

### **3.2 Award**

The lowest cost responsible bidder that passes all the mandatory requirements will be awarded the contract based on the information contained on the submitted cost worksheet (Attachment #1). Bids that do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the Department. The Department may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The Department retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB

### **3.3 Evaluation Criteria**

Bids will be evaluated by the Department's Chief Information Officer and Applications Bureau Director to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. s. 16.75(3m).

### **3.4 Oral Presentations**

If requested by the Department, vendors may be required to make oral presentations to supplement their bids. The Department will make every reasonable attempt to schedule each oral presentation at a time and location that is agreeable to the vendor. Failure of a vendor to complete a scheduled oral presentation to the Department may result in rejection of that vendor's bid.

### **3.5 Right to Reject Bids**

This RFB does not commit the Department to awarding a contract, or pay any cost incurred in the preparation of a bid in response to this RFB.

The Department reserves the right to reject any and all bids. The Department may negotiate the terms of the contract, including the award amount, with the

lowest cost responsible bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest responsible bidder, the Department may negotiate a contract with the next lowest responsible bidder. The Department reserves the right to add contract terms and conditions to the contract during the contract negotiations.

**3.6 Contract Award**

The Department will award the contract to the bid whose bid is low cost responsible bid, provided this is to the best advantage of the Department.

**3.7 Notice of Award**

Any vendors who respond to this RFB will be notified by email of the Department's Notice of award.

After Notice of award is made, and under the supervision of the Department's staff, copies of bids will be available for public inspection. Vendors are encouraged to make appointments to ensure that space is available for the review.

**3.8 Appeals Process**

The appeals process applies only to those requests for bids that exceed \$25,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the Notice of award of a contract must be filed with:

David A. Stella, Secretary  
Department of Employee Trust Funds  
801 W. Badger Rd  
Madison, WI 53713-2526

and received in that office no later than five (5) working days after the Notice of award is issued. Fax documents will not be accepted. The written protest must be received within ten (10) working days after the Notice of award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege the violation of a statute or a provision of a Wisconsin Administrative Code.

## **SECTION B. BIDDER QUALIFICATIONS**

All bidders must respond to the following by restating each question or statement and providing a detailed written response. Instructions for formatting the written response to this section are found in SECTION A, Part 2.0: Preparing and Submitting a Proposal. Please limit your response to this section to no more than five (5) pages.

### **PART 1 -- EXPERIENCE AND REFERENCES**

Describe experiences in providing similar services to those described in this RFB. Response should identify projects, project key staff information, including any subcontractor(s), information technology environment, dates, scope of project and results.

The Vendor's bid must include the following items, organized as indicated below:

#### **1.1 Organizational, Vision, Viability, and Management Requirements**

The information contained in this section provides the basis for determining the bidder's capability and experience. Responses should be in the same sequence and numbered as they appear in the RFB. Provide a succinct explanation of how each requirement is addressed.

##### **1.1.1 Organization Capabilities and System Experience**

The bidder must provide details of experience that is relevant to the understanding of the WRS and BPS development, maintenance, and support.

This section must include, but is not limited to, descriptions of the bidder's corporate experience with projects involving the development, maintenance and support automated retirement and/or payment systems;

Topics to be covered in this section:

The bidder must include information on the following factors for each of the projects listed by the vendor. The information must address the relevance to this RFB.

- (1) Scope of the total project (e.g., design, develop, conversion, and implement), and the role of the bidder (e.g., prime vendor, subcontractor);
- (2) Specific tasks carried out by the bidder (e.g., development, coding; testing; conversion; implementation);
- (3) Complexity of the system (e.g., total staff months involved; number of programs, including numbers of main processes and sub-

processes, and average number of lines of code per program type); percentage of online and batch processing transactions; examples of staff who use the system and how each type of staff uses the system; interdependencies within the system; interfaces with other systems;

- (4) Attributes of the system (e.g., table-driven or parameter-driven features; languages used and database management system used; other language or protocols used to interact with hardware and software; number and size of databases and number of records; system performance);
- (5) Project approach and methodologies (e.g., use of OOA/OOD, UML, Web tools, and other software products; industry standards and methodologies used; capacity planning; backup and contingency plans; training of both users and ongoing technical support staff);
- (6) Web design and implementation (e.g., size of the Website; communication hardware and software involved; complexity of processing - interactive, and inquiry only, real-time update; number of online transactions processed per day; and project system growth);
- (7) Project status (e.g., proposed versus actual schedule and budget; modifications to the original work plan, and reasons for change; success of system pilot and implementation; warranty maintenance performed, including type of maintenance and reasons; operational status; original computer resource utilization estimate versus the actual resource requirement).

1.1.2 A limited narrative describing the relationship between the BPS project and the firm's other contracts, and how the other contracts will not limit the ability to perform this contract.

1.1.3 Describe if, for any reason, you have had a contract terminated or canceled prior to contract completion during the past five years. Describe all such incidents, including the other party's name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts indicate that completion of a contract resulting from the RFB may be jeopardized by selection of the vendor. If no such terminations or cancellations have been experienced in the past five years, the vendor must so state.

#### 1.1.4 Vendor References

Bidders must include a list of at least three organizations including points of contact. At least one reference must be from a retirement system. References should relate directly to the type of work described in this RFB. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. Use *Appendix F*.

For each experience, the bidder must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.

The bidder must provide details of experience that is relevant to this RFB and must explain how that experience is relevant. It is the responsibility of the bidder to ensure reference names, addresses, and telephone numbers, and e-mail addresses are current.

The ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal.

#### 1.1.5 Project Organization and Staff Qualifications

The purpose of this section is to describe the proposed project organization and staffing for phase one of the BPS project. This section must include project team organization charts and descriptions of positions shown on the charts, followed by resumes of key personnel. Key personnel are defined in *Section 1.1.6*.

The ETF reserves the right to approve or disapprove staff to be assigned to or removed from the project by the vendor. ETF may request immediate removal of contract personnel for performance problems such as lack of quantity or quality of work, attendance issues, inability to follow directions, abuse of facilities, or other performance problems. The bidder must provide assurance that any of its staff not physically located in Madison, Wisconsin, will be available to ensure milestones and deliverables are met.

#### 1.1.6 Key Personnel, Other Vendor Staff, and Subcontractors

In this part of the proposal, the bidder must provide resumes for all personnel assigned to the project. Key personnel are identified as, but not limited to:

- Project Director
- Project/Technical Manager/Architect
- Developers/Support Staff

Persons for whom resumes are included must be assigned to do the work on this project. The resume for each key personnel must include the following general information:

- (1) Experience in retirement system development, maintenance and support.
- (2) Relevant education and training, including college degrees, dates, and institution name and location;

- (3) Names, positions, titles e-mail address and current phone numbers of a minimum of three references, at least one of whom is an outside customer, who can provide information on the individual's experience and competence to perform; references may be the same as those provided for corporate references. The State reserves the right to contact other references even if not listed in the proposal;
- (4) Type and length of professional work experience with the vendor and/or subcontractor;
- (5) The percentage of the staff member's time to be devoted to this RFB, and any percentage devoted to other projects occurring in the same time frame, and the projected start date for working on the BPS project.
- (6) A description of the staff member's involvement in the implementation process.
- (7) Experience in verbal and written communication with both technical and non-technical individuals;
- (8) For each referenced experience or project, provide: the customer name, address, telephone number, e-mail address and the dates of the experience; for projects, the name of the project, type and length of project (e.g., development effort, conversion effort).
- (9) For each person, list their experience with the tools. The resumes must present the background, and experience of the bidder's key personnel, in sufficient detail to provide the ETF with a convincing indication, that these individuals can perform the work required under this RFB.

In addition to the resumes for key personnel, the bidder is encouraged to include as many resumes as possible for other staff that would be assigned to this RFB such as business analysts, system architect, lead analyst/designer and lead developers. These resumes are to include the general resume requirements and any other project-related information pertinent to their function in the proposed project, including their location during the project. Where specific resumes cannot be provided, the proposal must describe the general qualifications of the staff.

#### 1.1.7 Subcontractor Staff

Each proposed subcontractor must be identified and a statement must be included indicating the role of the subcontractor, the type of work, and the exact amount of work to be done by the subcontractor, as measured by a percent of the total effort, in staff hours or days, and their location during the project.

- (1) A "Letter of Commitment" from each proposed subcontractor must be included in each proposal.

- (2) Resumes of subcontractor staff, to the extent those staff are identified, must be provided and must include the general resume requirements and any other project-related information pertinent to their function in the proposed project. These resumes are to include the general resume requirements and any other project-related information pertinent to their function in the proposed project. Where specific resumes cannot be provided, the proposal must describe the general qualifications of the staff who will work as subcontracted staff on this project.
- (3) Describe if, for any reason, you have had a contract terminated or canceled prior to contract completion during the past five years. Describe all such incidents, including the other party's name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts indicate that completion of a contract resulting from the RFB may be jeopardized by selection of the vendor. If no such terminations or cancellations have been experienced in the past five years, the vendor must so state.

#### 1.1.8 Management Summary

The information contained in this section provides the ETF with a basis for determining the bidder's and subcontractor's capability for undertaking this RFB. The ETF is not interested in a voluminous description of all contracts. A concise but thorough description of relevant experience is required.

##### (1) Management Plan Qualifications

The bidder must provide a management summary plan for carrying out phase one of the BPS project. The management plan must include at a minimum, but is not limited to, the following:

##### Assumptions or Constraints

- a. All of the bidder's assumptions or constraints must be identified by the vendor in developing the management plan.
- b. Accounting Procedures  
The management plan must include the accounting procedures that will be used to monitor and record contract costs. This description must include the proposed methods for providing documentation for audit purposes and staff that will be responsible for overseeing all costs that are charged to the State under the contract.

#### 1.1.9 General Approach

This section must describe the bidder's approach, including specific activities, for the milestones and deliverables, including but not limited to, the proposed detailed approach for the items listed below for in phase one

and a general description for phases two through five in Appendix B. If any of the requirements, do not apply, so state.

This section at a minimum must address:

- (1) Scope
- (2) Design
- (3) Project management
- (4) Communication plan
- (5) Risk management
- (6) Issue resolution procedures
- (7) Process improvement opportunities
- (8) Enhancements, legislative updates
- (9) Detailed system design
- (10) Documentation control system
- (11) Change management system
- (12) State standards and procedures for using the State's hardware and software
- (13) All hardware and software needed for development, testing, conversion and implementation
- (14) Security, including physical security, confidentiality, internal controls, and system security
- (15) Capacity plan and benchmarks
- (16) Database management
- (17) Conversion for the legacy system and data cleanup plan
- (18) Conversion cutover planning
- (19) Acceptance test
- (20) System implementation
- (21) Performance analysis and monitoring
- (22) Parallel test
- (23) Disaster recovery plan
- (24) Post-implementation evaluation report
- (25) Post-implementation support and transition
- (26) System/user documentation
- (27) User training

## 1.2 Technical Proposal

Included in *Appendix A* are requirements relating to the business requirements, and technology requirements. Respond to each of the questions concisely, yet completely. The vendor must use the templates provided when responding to tables within *Appendix B*. An electronic version of *Appendix B* can be found on VendorNet and at <http://etfextranet.it.state.wi.us>.

## 1.3 Knowledge Transfer and Training Services

The training of business and technical staff must include how to use the system and business processes, the transfer of system and technical component knowledge from the system vendor to ETF staff.

Explain how the vendor will:

- (1) Prepare and submit written documentation for business and technical staff.
- (2) Provide online business user manual of policies and procedures.
- (3) Provide documentation on the development of procedures and methods for the updating and maintaining of look-up table values and definitions, screen aids, and user manuals for business staff.
- (4) Provide and conduct business user training on how to prepare and conduct testing.
- (5) Prepare and conduct business user training on the use of the system.
- (6) Prepare and conduct business user training on how to update look-up tables, screen aids and online user manual instructions.
- (7) Provide ETF business and technical staff training to use the system and facilitate the transfer of system and technical component knowledge from the system vendor to technical staff, including but not limited to: the use of mentoring, demonstrations, written procedures, thorough documentation, and training sessions.
- (8) Provide documentation to show that the transfer of technical knowledge from system vendor to technical staff has been completed.
- (9) Provide documentation to show the updated of technical standards.

#### 1.4 Warranty

The warranty period will be a one-year period beginning after the approved acceptance test.

Explain:

- (1) The service levels in your standard warranty agreement.
- (2) How a problem is determined to be the responsibility of the vendor.
- (3) The performance guarantees and problem escalation procedures during the warranty period.

#### 1.5 Software Overview

If any of the requirements do not apply to your solution, so state.

- 1.5.1 Provide a complete list of the software required to meet the requirements defined in this RFB, including application modules, operating systems, middleware, servers, workstations, and databases. Indicate version number and number of licenses required for each. (Note: The vendor will be responsible for providing licenses for their development software.)

- 1.5.2 Describe the innovations contained in the design of the system that differentiates from others in the marketplace.
- 1.5.3 Describe how these innovations benefit Wisconsin.
- 1.5.4 Describe how these innovations reduce overall operational costs of the system over the lifecycle of the contract.
- 1.5.5 If any of your responses in this RFB are based on the use of a module or a third party application that you are not proposing, explain how you will work with other required software (vendors) to resolve problems.
- 1.5.6 Are all of the proposed application modules integrated? If not, which modules are not integrated?
- 1.5.7 Describe the information analysis tools provided by the proposed system:
  - (1) Standard on-screen inquiries;
  - (2) Query tools;
  - (3) Report writer;
  - (4) ODBC or other real time access via desktop tools.
- 1.5.8 Provide a copy of each licensing agreement for the proposed software (e.g., enterprise license, user-based, etc.). Do not include cost.
- 1.5.9 Provide a general overview of all software required to develop, test, implement, and support the proposed BPS solution. Identify each software product and version name, explain the purpose of each software product, describe each software products prior releases (if applicable), and projected roadmap (including dates of, and reasons for, future releases), and specifically explain what each software product does to meet BPS requirements. Describe upgrade policies for all software components and product warranty provisions. At a minimum, the software products to provide include:
  - (1) Applications software products (including any vendor-supplied third party products)
  - (2) Integrated development environment products
  - (3) Database management system products
  - (4) System interface and integration products
  - (5) Services, tool utility products
  - (6) Security and system management products

- (7) Other products (including third party)

## 1.6 Interfaces and Integration

ETF wants to maximize automated functionality.

- 1.6.1 Explain in general terms all proposed areas on integration and system interfaces. At a minimum, specify why these points of integration's/interfaces are needed to meet BPS requirements, how these integration's/interfaces will be developed and tested, and any dependencies and risks that will result.

## 1.7 Maintenance and Support

If any of the requirements do not apply to your proposed solution, so state.

- 1.7.1 Describe the services provided in your software maintenance package.
- 1.7.2 Provide a copy of your standard maintenance agreement.
- 1.7.3 Describe your ability to provide technical and application maintenance.
- 1.7.4 Describe the maintenance services available, including:
  - (1) Release management;
  - (2) Application change management
  - (3) BPS (all modules and customizations) software development;
  - (4) Version/release coordination (including related training);
  - (5) Ongoing training
  - (6) Describe the effect on standard maintenance if a custom interface is developed.
  - (7) Explain your company's short-term (3-12 months) plans for enhancing services and offerings.
- 1.7.5 Explain the service levels in your standard Service Level Agreement (SLA). Provide a copy of your standard SLA.
- 1.7.6 Describe the support services you will provide, including:
  - (1) On-line support capabilities
  - (2) Hours of operation
  - (3) Procedures
  - (4) Problem escalation measures
  - (5) Levels of support
- 1.7.7 Explain how a problem is determined to be the responsibility of the vendor.
- 1.7.8 Explain the performance guarantees committed to in your standard SLA.
- 1.7.9 What is the ratio of customers to support personnel?
- 1.7.10 What is your average response time for resolution of support questions?
- 1.7.11 Is a named support representative assigned to the ETF?
- 1.7.12 Describe any user groups that meet for the proposed system.

- 1.7.13 Describe the effect on standard support that you provide if a custom interface is developed.
- 1.7.14 Explain services provided related to security, application performance, and data redundancy.
- 1.7.15 Explain the load balancing method/technology used to ensure optimum application accessibility under user load.
- 1.7.16 Explain the service level reports offered, including:
  - Types of reports (include samples of reports);
  - Report frequency;
  - Data capture intervals.
- 1.7.17 Explain the responsibility of your company for the timeliness, consistency, and business results delivered by the applications in the proposed solution, as committed to in your standard SLA.
- 1.7.18 Explain your application uptime commitment/guarantee (total service availability) and how it is accomplished.

## **1.8 Enhancements and Legislative Changes**

The ETF has to accommodate legislative changes to the WRS. Explain in detail the process and timeline for complying with the changes to the system.

## SECTION C. TERMS AND CONDITIONS

### PART 1 – SPECIAL TERMS AND CONDITIONS

The vendor will comply with the following terms and conditions outlined in this section as well as the Standard Terms and Conditions in Appendix D.

#### 1.1 Special Terms and Conditions

This document contains the terms “at a minimum” or “must include, but not limited to.” These terms have been included to maximize the efficient integration of vendor and State staff.

#### 1.2 Physical Location

1.2.1 The system vendor must be located in close proximity to ETF:

1.2.1.1 ETF will provide space and furniture for the vendor, for up to four (4) staff members within ETF building.

1.2.1.2 All equipment for vendor staff will need to be provided by the vendor and conform to ETF hardware and software standards.

1.2.2 The system vendor is responsible for all costs associated with space, regardless of location, except as cited in *Section 1.2*.

1.2.3 The system vendor is responsible for buying or leasing, and installing and maintaining the application hardware and software necessary for the staff to develop, test, and implement BPS.

1.2.4 The system vendor is responsible for costs associated with equipment cabling.

1.2.5 The system vendor is responsible for the telecommunication link(s) the State mainframe.

1.2.6 To avoid delays, the system vendor must install and fully test all hardware/software needed by staff for analysis, design, testing, conversion and implementation prior to the start date of each staff person.

#### 1.3 Records

Provider agrees to retain and make available to the State, all program and fiscal records until the audit and subsequent audit resolution processes have been completed.

#### 1.4 Payment for Services

##### 1.4.1 Payment

Invoices shall be sent in triplicate to *Accounts Payable* at the address in *Section 1.2*.

1.4.2 Fifteen percent (15%) will be withheld from the payment due upon acceptance of each milestone pending ETF's acceptance of the deliverables up to the acceptance test milestone. One half of the amounts withheld for will be paid upon acceptance of the acceptance test

milestone. All remaining amounts due will be paid upon acceptance of the warranty milestone.

- 1.4.3 The parties agree that in the event of delay caused by the vendor, it will be difficult or impossible to determine actual damages. Consequently, if the agreed upon end date for each milestone is delayed by more than 15 consecutive working days because of actions or inactions on the part of the vendor as determined by ETF, then ETF will invoice vendor \$5,000 per day up to 50% of that milestone's payment as liquidated damages not as penalty amounts. If the delay in meeting the agreed upon end date for each milestone exceeds 45 working days, ETF may invoke the cancellation or termination clause.
- 1.4.4 In the event the system does not meet the standard of performance during the initial two (2) consecutive calendar months of parallel run test, the standard of performance test will, at the option of ETF, continue on a day-to-day basis until the standard of performance is met.
- 1.4.5 The parties agree that in the event of delay caused by the vendor, it will be difficult or impossible to determine actual damages. Consequently, if the performance standards are not met during the 12 month consecutive warranty milestone because of actions or inactions on the part of the vendor as determined by ETF, then ETF will invoice the vendor \$5,000 per day up to 100% of the milestone payment until the performance standards are in compliance with the standards.
- 1.4.5 If the performance standards are not met for three working days, ETF may invoke the termination for cause or cancellation clause.

## 1.5 ACCEPTANCE/STANDARD OF PERFORMANCE:

All deliverables shall be submitted to ETF for acceptance. Deliverables other than software, which shall be defined in the contractor's implementation plan, shall be subject to acceptance by ETF's contract administrator. The contractor shall certify in writing to ETF that the deliverable is ready for acceptance. ETF shall complete acceptance testing within thirty (30) days of receipt of such notification.

For software related deliverables, the contractor shall not present the deliverable for acceptance until it is installed and ready for use by ETF. All software shall be completely tested by the contractor and certified as fully functional prior to delivery to ETF for acceptance. With contractor's assistance, software acceptance tests will determine whether the following acceptance criteria are met:

- a. Software operates in conformance with contractor's technical specifications and functional descriptions.
- b. Software meets the specifications and performs the functions as contained in ETF's contract and/or ETF's approved implementation plan.
- c. Software will run on a repetitive basis on a variety of actual live data, as supplied by ETF, without failure.
- d. Software does not require modifications to other operational software systems and does not cause performance degradation of

other software systems operating on the State's computing system and network.

If problems are encountered during the acceptance period, it is not required that the calendar day period expire in order for a new acceptance period to begin, once all problems have been resolved. If the software meets ETF's acceptance criteria, it shall be deemed to have met ETF's standard of performance. This standard of performance shall not be reduced in the course of ETF's usage of the software.

If the software fails to meet the acceptance testing criteria within thirty (30) days from the installation date, ETF shall have the option of invoking (liquidated damages), canceling the contract upon written notice, or continuing with the acceptance test.

Upon successful completion of an acceptance test, ETF shall promptly notify contractor in writing of the acceptance of the deliverable so that the contractor may invoice ETF for any progress payments.

The official payment schedule shall be defined within the contract.

**1.6 ACCESS TO FACILITIES:**

Unless otherwise agreed upon by the parties, any and all access by contractor's employees to the facilities of the State shall be during normal State office hours and all contractor employees shall be subject to the State site's security procedures.

**1.7 AMENDMENTS:**

Unless specifically prohibited by the RFB, the contract may be amended, in writing, by mutual consent of the parties with the same degree of formality evidenced in the contract.

**1.8 CANCELLATION FOR CAUSE:**

ETF may cancel the contractor's right to proceed under the contract if the contractor materially fails to perform the services in accordance with the terms of the contract, or fails to make progress regarding any materially endangered performance of the contract, by providing thirty (30) days prior written notice to the contractor signed by the contract administrator. Cancellation under this option shall be effective thirty (30) calendar days after receipt of such notice unless the contractor has corrected any alleged failure or failures within thirty (30) calendar days after receipt by the contractor of such written notice, which notice shall specify fully and in detail each material failure that must be corrected by the contractor. ETF shall waive its right to cancel for cause any such failure or failures to perform that, in the exercise of due diligence, cannot be cured in such 30-day period provided that:

- a) The contractor produces a written plan of correction acceptable to ETF, in writing;
- b) The contractor shall within such 30-day period commence and thereafter continue diligently to cure such failure or failures to perform; and
- c) No such extension has been granted previously.

In the event of such cancellation, in addition to any other legal rights or remedies it may have, ETF may procure or furnish services similar to those so cancelled, in which case the contractor shall be liable for compensation to ETF for any costs up to the amount of the contract attributable to the contractor under the original contract. Further, and notwithstanding the provisions of *Section 9.2.45* (Software Ownership), the contractor shall make available to ETF, without restriction, all then-current source code so that ETF may continue the development of the system.

**1.9 CHANGE ORDER APPROVAL:**

It is hereby stipulated and agreed that the total cost to ETF for the performance of the work under the contract shall not exceed the limitation set forth in the contract and the contractor shall perform the work specified and all obligations under the contract. ETF shall not be obligated to reimburse contractor for billing in excess of the limits set forth in the contract, and contractor shall not be obligated to continue performance of work under the contract or to incur costs if such costs are due to additional requirements identified by ETF after the initiation of effort on the work specified in the contract, unless and until a change order or amendment to the contract is approved by ETF.

**1.10 CHANGE IN OWNERSHIP/FINANCIAL CONDITION:**

If a contractor experiences a change in ownership or enters bankruptcy proceedings during the period prior to the award of a contract pursuant to the RFB, or if the contractor experiences a change in ownership or enters bankruptcy proceedings during the term of the contract or any extension thereof, ETF must be notified of the event in writing at the time the event occurs or is identified. Willful failure to notify ETF upon receipt of an SEC Form 13g shall constitute cause canceling the contract. Failure to notify ETF of bankruptcy proceedings shall constitute cause for canceling the contract. For the purpose of this section, "change of ownership" does not include a sale or transfer of contractor's publicly held securities unless an individual partnership, corporation, associate group of investors or legal entity obtains an ownership interest of the contractor in the amount of five percent (5%) or more.

**1.11 CONFIDENTIALITY:**

Contractor acknowledges that some of the data it may become privy to in the performance of the contract is of a confidential nature and contractor shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.

Contractor shall observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or other manufacturers, vendor's or distributor's whereby contractor or any contractor's personnel may gain access while engaged by ETF or while on State premises. The restrictions herein shall survive the termination of the contract for any reason and shall continue in full force and effect and shall be binding upon the contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an

interest in the contract on behalf of or under the rights of contractor following any termination. Contractor shall advise all contractor's agents, employees, successors, assigns and subcontractors that are engaged by ETF of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of noncompliance by contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

**1.12 CONSENT TO BREACH NOT WAIVER:**

The waiver by ETF of any breach of any provision contained in the contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the contract. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of the contract.

**1.13 CONTRACT ADMINISTRATORS:**

The contractor and ETF agree to have specific staff assigned to act as contract administrators at all times. ETF shall identify a staff person to act as ETF's contract administrator. The contract administrators shall handle the day-to-day delivery of services, be the first contact regarding any proposals, questions, and change orders, and ensure that problems and conflicts are resolved fairly and promptly. The ETF contract administrator shall approve payments to the contractor for fixed cost deliverables. The contractor's contract administrator shall have authority for all contract-related functions, and shall be the contractor's first contact with ETF in all matters stated above. In no instance shall the contractor refer any matter to any other official other than the ETF contract administrator, unless authorized by the ETF contract administrator.

**1.14 CONTRACT TERM:**

The term of the contract shall commence on the date of contract signing, (estimated to be December 20, 2004) and shall continue for 12 consecutive months with two 1-year extensions, or until otherwise terminated under the provisions contained herein. The contract may also be extended by mutual agreement for an additional term of two (2) years.

**1.15 CONTRACTOR RESPONSIBILITY:**

The contractor shall be considered a prime contractor, i.e., the sole point of contact with regard to all contractual matters; including the performance of services, the payment of any and all charges resulting from contractual obligations, and responsibility for any subcontractor performance should any be utilized by the contractor.

All subcontractors shall abide by all terms and conditions of the contract. If additional subcontractors are required during the contract, the contractor shall obtain written approval from ETF prior to the subcontractor's commencement of work.

All subcontractors shall be agents of the contractor and shall hold ETF harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of contractor's subcontractors, their agents or employees.

**1.16 COOPERATION WITH OTHER VENDORS OR CONTRACTORS:**

The contractor shall fully cooperate with any other contractor ETF may engage to perform additional work under the contract. The contractor shall not commit any act that interferes with the performance of work by any other contractor or by ETF. The contractor shall cooperate with ETF and any other State agency working with ETF, hardware manufacture representatives, system software suppliers, and communications systems suppliers in designing, programming, and testing any software being developed.

**1.17 FORCE MAJEURE--ADDITIONAL**

If the contractor is prevented from performing any of its obligations in whole or in part under the contract as a result of an act of God, war, civil disturbance or any other cause beyond its control, then such nonperformance shall not be grounds for the assessment of liquidated damages or any other remedy. Immediately upon the occurrence of any such event, the contractor shall commence to use reasonable efforts to provide to the fullest extent practicable, comparable performance. Comparability will be determined by ETF, and such determination shall be reasonable under the circumstances. During any such period, the contractor shall continue to be responsible for all the costs and expenses related to such alternative performance. This section shall not be construed as relieving the contractor of its responsibility for any obligation or for any obligation being performed by a subcontractor or supplier of services, unless the subcontractor or supplier was prevented from performing such obligation by one of the events set forth above.

**1.18 KEY PERSONNEL AND PERSONNEL CHANGES:**

Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.

The contractor may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The contractor shall provide a notice of proposed diversion or replacement to the project director at least sixty (60) days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced staff. At least thirty (30) days before the proposed diversion or replacement, the project director shall notify the contractor whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by ETF shall not be unreasonably withheld or delayed.

Replacement staff shall be on-site at least two (2) weeks prior to the departure date of the person being replaced. The contractor shall provide ETF with reasonable access to any staff diverted by the contractor.

Replacement of key personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Failure to promptly replace key personnel who have terminated their employment with the contractor within seven (7) calendar days after departure shall entitle ETF to liquidated damages of three thousand dollars (\$3,000) for each and every day thereafter until said replacement is accomplished.

Any of the contractor's staff that ETF deems unacceptable shall be promptly and without delay removed by the contractor from the SVRS project and replaced by the contractor within thirty (30) calendar days another employee with acceptable experience and skills subject to the prior approval of ETF. Such approval by ETF will not be unreasonably withheld or delayed.

ETF may require work that is not covered by the contract. If requested by ETF to perform additional work, the contractor will provide individuals to perform work at the hourly rates set forth in the cost proposal - Appendix C.

**1.19 LEGAL RELATIONS:**

The contractor shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations that are in effect during the period of the contract and that in any manner affect the work or its conduct.

In carrying out any provisions of the contract or in exercising any power or authority granted to the contractor thereby, there shall be no personal liability upon ETF, it being understood that in such matters ETF acts as agent and representative of the State.

**1.20 MINORITY BUSINESS SUBCONTRACTORS:**

The State is committed to the promotion of minority business in the State's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss.15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wis. Stats. ETF is committed to the promotion of minority business in the State's purchasing program.

The State policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this contract, with a goal of awarding at least 5% of the contract price to such enterprises.

The contractor shall furnish appropriate quarterly reports about its effort to achieve this goal, including the identities of such enterprises certified by the

Wisconsin Department of Commerce and their contract amount. ETF will provide the format for the reporting.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from DOA, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at:  
<http://www.doa.state.wi.us/dsas/mbe/index.asp>.

**1.21 PERFORMANCE DOCUMENTATION:**

Contractor shall furnish ETF with the following documentation, which shall be in form and substance at least equal to comparable material generally in use in the industry in the following quantities:

DOCUMENTATION

User's Manual  
Systems Manual  
Operating Manual  
User Training Manual  
Programming Manual  
Data Dictionary

The original documentation and any updates shall be delivered within two business days of the delivery of the software. Online documentation shall be updated within two business days of the delivery of the software.

**1.22 PROGRESS REPORTS:**

Contractor shall submit a monthly progress report to the ETF contract administrator. The progress report shall describe the status of contractor's performance since the preceding report, including the products delivered and the progress expected to be made in the next succeeding period. Each report shall describe contractor's activities by reference to the schedule of deliverables included in ETF's approved Implementation Plan.

**1.23 PROMOTIONAL ADVERTISING/NEWS RELEASES:**

Reference to or use of the State, any of its departments, agencies or other subunits, or any State official or employee for commercial promotion is prohibited. News releases pertaining to the contract shall not be made without prior approval of ETF. Release of broadcast e-mails pertaining to the contract shall not be made without prior written authorization of ETF.

**1.24 RESPONSIBILITIES UPON TERMINATION OR CANCELLATION:**

Upon termination or cancellation of the contract by ETF, the contractor shall, if requested by the contract administrator at least sixty (60) calendar days prior to such termination, provide reasonable training for ETF and/or continued performance of the services specified in the contract for up to six months, commencing with the date of termination. For providing such training or continued service, after the term of the contract, ETF shall pay the contractor at the hourly rate set forth in the contract. ETF shall also have the right, immediately upon demand, to obtain access to and possession of all its properties held by the contractor, including, but not limited to, current copies of all

deliverables, source code and the documentation for which the contractor has received reimbursement.

**1.25 RIGHT TO PUBLISH:**

The contractor shall be allowed to write and have such writing published provided the contractor has written approval from ETF before publishing writings on subjects associated with the work under the contract.

**1.26 SEVERABILITY:**

If any provision of the contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. Performance under the remaining terms of the contract shall continue.

**1.27 SITE RULES AND REGULATIONS:**

The contractor's employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

**1.28 SOFTWARE OWNERSHIP:**

ETF shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others within the State to do so, all as-built and delivered application software including, but not limited to, all executable code, instructions, files, design documentation, program documentation and all other documentation comprising the system acquired by ETF as a result of the RFB and modified by contractor under the terms of the contract.

Ownership of software developed exclusively under this contract will be the property of ETF unless incorporated into the contractor's product. The contractor shall notify ETF of all third-party software licenses, and shall ensure that they are executed (signed) by ETF or are otherwise assigned to ETF.

The contractor shall convey to ETF, upon request or within thirty (30) days of final acceptance by ETF, and in a form and format acceptable to ETF in accordance with the contract, copies of documentation, operating instructions and procedures, final training materials including video presentations and computer based training programs, and all data processing programs, or portions thereof, which are part of the system whether developed by the employees of the contractor or any subcontractor as part of the contract.

All contractor proprietary tools, methodologies, and commercially-developed off-the-shelf software products used by the contractor in the production and creation

of the system, including contractor internal work manuals, procedure manuals, and internal writings and materials are not subject to the provisions of this section as long they are not required to maintain and operate the system independently upon conclusion of the contract.

**1.29 SOURCE CODE ESCROW:**

The contractor shall maintain source code for all software and modifications in an escrow account for the benefit of ETF. The source code shall be deposited into the escrow account within two (2) business days following ETF acceptance. ETF maintains the right to examine the escrow account for the purpose of verifying the correctness and completeness of the source code. Costs for the escrow account storage shall be borne by ETF. In the event that the contractor fails to maintain a current and correct source code in the escrow account after final acceptance, the contractor shall be liable for daily liquidated damages of one thousand dollars (\$1,000) from the date of acceptance until the current and correct source code deposited in the escrow account.

In the event that the contractor is unable to support and maintain the software provided under this contract, ETF shall have the right to access and utilize the source code deposited in the escrow account.

**1.30 STANDARDS:**

All software delivered under this contract shall be developed by contractor to operate on the State's equipment and software system as specified in ETF's contract.

Contractor guarantees that all software and other products delivered shall comply with the State's applicable standards as set forth in ETF's and/or DET's data processing standards manual, or as otherwise specified in ETF's contract. The State will make every reasonable accommodation to its standards and procedures to enable contractor's licensed software to operate efficiently and effectively on the State's computer system.

All products or elements to be delivered hereunder shall comply with all applicable provisions of standards or draft standards issued by the American National Standards Institute.

The performance of work and services pursuant to the contract shall conform to the requirements of the contract and to the highest possible professional standards.

**1.31 TERMINATION AT WILL:**

1.31.1 ETF may terminate the contract at will by delivering thirty (30) days written notice to the contractor. Upon such termination, ETF's liability shall be limited to the actual cost incurred in carrying out the project as of the date of the termination, including any termination expenses having the prior approval of ETF. Contractor shall be entitled to compensation for partially completed deliverables equal to the percentage of completion of each such deliverable as determined by ETF, multiplied by the corresponding progress payment set forth in the contract. All outstanding liquidated

damages or late performance fees shall be deducted from any such compensation.

- 1.31.2 The contractor may terminate the contract at will upon ninety (90) days written notice to ETF. Upon such termination, the contractor shall refund to ETF any payment made to the contractor that exceeds the actual costs incurred in carrying out the project as of the date of termination, plus any termination expenses incurred by ETF. Contractor shall also pay to ETF any outstanding liquidated damages or late performance fees. Further, and notwithstanding the provisions of *Section 9.2.45 (Software Ownership)*, the contractor shall make available to ETF, without restriction, all then-current source code so that ETF may continue the development of the system.
- 1.31.3 The party terminating the contract shall be reimbursed by the other party for all reasonable costs and liabilities which are applicable to any period after such termination and for all reasonable excess costs that such party incurs as a direct result of such termination; provided, however, that:
- 1.31.4 In the event of termination by ETF, the contractor shall not receive reimbursement for any loss of anticipated profits.
- 1.31.5 In the event of termination by the contractor, ETF shall not receive reimbursement for any loss of increased productivity expected to result from the maintenance or modification of the system;  
Both parties hereto shall use reasonable efforts to minimize the costs of termination.
- 1.31.6 In any event, the period during which such costs shall be computed shall not extend beyond the expiration date of the contract and such costs shall not duplicate any payments made for completed deliverables, nor exceed the amounts that would otherwise have been due had they been completed.
- 1.31.7 Upon a termination at will, each party shall return to the other within thirty (30) days all papers, materials and other properties of the other party held by each for purposes of executing work under the contract. In addition, each party shall assist the other in the orderly termination of the contract and the transfer of all aspects thereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

### **1.32 WARRANTY:**

- 1.32.1 Contractor shall be responsible for the delivery of a fully functioning BPS. Contractor warrants that the software delivered hereunder shall, at the time of delivery, be free from defects in manufacture or materials and shall meet the specifications set forth in ETF's contract, or contractor shall without charge to ETF correct any such defects and make such additions, modifications, or adjustments to the software as may be necessary to keep the software in operating order in accordance with such specifications.

- 1.32.2 The contractor warrants all delivered software under the contract against defect for a period of commencing with final acceptance and ending 12 consecutive months later. Such corrections shall commence within forty-eight (48) hours after ETF's written notification to contractor. This warranty period shall cover all delivered programs, documentation, reports, procedures and other items/services provided under the contract. Such items shall comply with the specifications in the contract.
- 1.32.3 The contractor's liability with respect to this warranty is limited to the correction of errors and defects in all delivered work products throughout ETF and replacement of incorrect or defective work products within three (3) weeks of formal written notice by the contract administrator of such deficiencies; or using all due diligence, such longer period as may be approved by the contract administrator, such approval not to be unreasonably withheld or denied. Such correction of errors and defects shall be made at no additional cost to ETF. If the contractor fails to repair an identified error or defect within such period, or fails to proceed with due diligence to effect such repair, the contract administrator may, at his or her option, after prior written notice to the contractor of not less than five (5) business days, act to repair such error or defect and the contractor shall be required to reimburse ETF for all reasonable costs incurred in effecting such repair. In the event that the limited remedy of repair results in the contractor being unable, after diligent effort, to repair the error or defect, then the contractor shall be liable for the difference in the value of the delivered work products as originally warranted and specified and the value of the delivered work products as operating with the non-repairable error or defect.
- 1.32.4 The contractor further warrants that the items furnished by the contractor to ETF shall perform as described by the contractor in its response to ETF's RFB, as updated by subsequent project design documents.
- 1.32.5 All releases, modifications, and fixes subsequent to the warranty period shall be subject to an acceptance by ETF and shall be warranted by the contractor for 180 days.

## **PART 2 – PAYMENT INFORMATION**

- 2.1 **Invoices** must itemize categories of expenses actually incurred.
- 2.2 **The Department** shall make payment to the vendor according to the Payment Schedule in Section 2.4, for invoices submitted in triplicate to the following address:

Accounts Payable  
Department of Employee Trust Funds  
P O Box 7931  
Madison, WI 53707-7931

- 2.3 **Approved payment** shall be made to the vendor within 30 calendar days of receipt of a proper invoice in accordance with the Payment Schedule in Section 8.4, unless the Department notifies the vendor in writing.
- 2.4 **Payment schedule.** Invoices for actual incurred expenses shall be accepted and processed for payment within 30 days of receipt.

### **PART 3 – STANDARDS, POLICIES, PROCEDURES AND GUIDELINES**

- 3.0 **Standards, Policies, Procedures and Guidelines**  
Explain how the vendor will comply with ETF development standards and mutually agreed upon performance standards.

### **PART 4 – DELIVERABLES**

- 4.0 **Deliverable Review and Approval**  
Explain how the vendor will comply with the anticipated deliverable review and approval process. ETF will review each deliverable for content, format, thoroughness, compliance with specifications, and where applicable, meeting acceptance test criteria. ETF will respond to the system vendor within a length of time agreed upon during contract negotiations, and no later than 20 business days. If ETF rejects the deliverable, the vendor will have three (3) working days to acknowledge the corrections and five (5) working days to correct the deliverables for resubmission of deliverables to ETF. A deliverable is considered complete for a given milestone when the required number of copies of the approved deliverable is accepted by the ETF. The project is considered complete with the acceptance of all system vendor deliverables, and warranty.

## **SECTION D. COST PROPOSAL AND PAYMENT SCHEDULE**

### **Part 1 -- Cost Proposal**

Refer to Attachment #1, Cost Worksheet.

**APPENDIX A  
RFB #ETJ0018**

**Bidder's Checklist**

**Mandatory –  
This appendix must be completed with bid.**

( ) 1. COVER LETTER/VENDOR CERTIFICATIONS

( ) 2. SIGNED STATE AGREEMENTS

Appendix B – Business & Technical Requirements

Appendix C – Designation of Confidential and Proprietary Information

Appendix D – Terms and Conditions

Appendix E – Lobbying Disclosure Form

Appendix F – Vendor Information and Reference Sheets

Appendix G-- Business Associate Agreement

( ) 3. RESPONSE TO SECTION B: BIDDER QUALIFICATIONS

( ) 4. RESPONSE TO APPENDIX B.

( ) 5. SIGNED RESPONSE TO ATTACHMENT #1 COST WORKSHEETS  
AND INSTRUCTIONS

BIDDER VENDOR NAME:

DATE:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE:

**Appendix B**  
**RFB #ETJ0018**

**Business and Technical Requirements**  
**Phases 1-5**

**Mandatory –**

**This appendix must be completed with bid.**

**Phases 1 - 5 of the BPS project will build upon the functionality of the initial BPS implementation.**

Phase 1: Lump Sum Payment System. Integration to / replacement of the Lump Sum Payment System. This includes processing all lump sum benefit payments and automating the calculation of separation and non-annuitant lump sum death benefits.

Phase 2: Internet integration

Phase 3: Disability system functionality

Phase 4: Sick leave

Phase 5: Workflow Integration

Phase 1- Lump Sum Payment System

This system will integrate with the monthly annuity system and replace our existing stand alone weekly lump sum payment system. The system will calculate separation and non-annuitant lump sum benefits. It will allow for entry of other non-system calculated weekly lump sum benefits. It will generate all tax-related reports and e-file the information to the Internal Revenue Service (IRS). The system will create check files and generate all reports needed to load the data to the state accounting system Wisconsin State Management Accounting and Reporting Tool (WISMART).

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P1.1	Benefit Account Creation and Maintenance	Enter benefit application data for each lump sum benefit type.	1		
P1.2	Benefit Account Creation and Maintenance	Generate error messages for missing application data. The specific edit rules will need to be identified for each lump sum benefit type.	1		
P1.3	Benefit Account Creation and Maintenance	Allow for edits at the time of account creation based on specific edit rules. (e.g. generate an edit message if the age of the applicant is within 1 year of their normal retirement age). The specific rules will need to be identified for each lump sum benefit type.	1		
P1.4	Benefit Account Creation and Maintenance	Enter new lump sum account information (e.g. demographics, bank information, tax withholding, etc.).	1		
P1.5	Benefit Account Creation and Maintenance	Modify lump sum account data information (e.g. demographics, bank information, tax withholding, etc.).	1		
P1.6	Creation and Benefit Account Maintenance	Allow for entry of a <i>Payment Type</i> (e.g. rollover, non-rollover).	1		
P1.7	Benefit Amount Calculation and Maintenance	Enter lump sum benefit payment data for manual calculation.	1		
P1.8	Benefit Amount Calculation and Maintenance	Modify lump sum benefit payment data.	1		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P1.9	Benefit Amount Calculation and Maintenance	Allow for audit of non-system calculated benefits based on specific audit rules.	1		
P1.10	Benefit Amount Calculation and Maintenance	Allow for audit of system calculated benefits based on specific audit rules.	1		
P1.11	Benefit Amount Calculation and Maintenance	Calculate separation benefits using WEBS data.	1		
P1.12	Benefit Amount Calculation and Maintenance	Calculate minimum annuities using WEBS data.	1		
P1.13	Benefit Amount Calculation and Maintenance	Calculate annuitant deaths using BPS data.			
P1.14	Benefit Amount Calculation and Maintenance	Calculate annuitant deaths using BPS data.			
P1.15	Benefit Amount Calculation and Maintenance	Generate supplemental benefit after original payment made.			
P1.16	Benefit Amount Calculation and Maintenance	Calculate non-annuitant death benefits regular & special abilities to create multiple beneficiaries & calculate	1		
P1.17	Benefit Amount Calculation and Maintenance	Ability to override system calculated benefits.	1		
P1.18	Payment deduction Maintenance	Calculate mandatory federal tax withholding based on the tax tables, a %, or a flat amount.	1		
P1.19	Payment deduction Maintenance	Calculate tax withholding for non-resident alien benefit recipients.	1		
P1.20	Payment deduction Maintenance	Deduct state tax withholding based on tax tables, a %, or a flat amount as determined by user.	1		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P1.21	Payment deduction Maintenance	Enter / modify unlimited payment deduction types and amounts (calculations outside system).	1		
P1.22	Interfaces	Generate check file for Treasury Office to process payments	1		
P1.23	Payment Processing	Capable of producing a plan-to-plan transfer (rollover) accounts.	1		
P1.24	Payment Processing	Process stop payments (be able to issue check and create reports to notify correct people).	1		
P1.25	Tax Reporting	Generate 1099R files (including capital gains) for non-plan-to-plan benefits at the time the benefit is paid.	1		
P1.26	Tax Reporting	Ability to modify & annually report 1099's to IRS	1		
P1.27	Tax Reporting	Generate 1099R tax statements for plan-to-plan transfer lump sum benefits at the time the benefit is paid.	1		
P1.28	Tax Reporting	The ability to modify 1099R Forms for lump sum benefit accounts.	1		
P1.29	Tax Reporting	Generate duplicate 1099R tax statements on demand (including prior year).	1		
P1.30	Tax Reporting	Generate electronic 1042S files for IRS- if required	1		
P1.31	Tax Reporting	The ability to modify 1042S files for IRS- if required.	1		
P1.32	Tax reporting	Ability to run preliminary payroll and final payroll weekly	1		
P1.33	Deduction Reporting	Generate deduction reports/electronic files for 3rd parties (to be designed).	1		
P1.34	Standard Reporting	Generate voucher reports for Controller's office.	1		
P1.35	Standard Reporting	Interface with Bridge Closure for benefits the system calculates (available upon request).	1		
P1.36	Interface	Import the correct demographic data as defined.	1		
P1.37	Supporting	View payment history showing benefits, deductions, destination, etc. (multiple views) including demographic data.	1		
P1.38	Supporting	Maintain and view account history showing changes made to account and (multiple views).	1		
P1.39	Supporting	Maintain and view audit log (locate accounts that still need to be audited). View customer statements & request duplicate on demand.	1		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P1.40	Supporting	Maintain and view change history (user / transaction level) for demographic or lump sum account.	1		
P1.41	Reconciliation	Reconciliation process to audit daily transactions (WEBS).	1		
P1.42	Payment Processing	Capable of producing multiple checks from single accounts (rollovers).	1		
P1.43	Payment Processing	Process stop payments & create A/R.	1		
P1.44	Reports	Generate a Stop Payment notice.	1		
P1.45	Payment Processing	Process replacement payments.	1		
P1.46	Payment Processing	Process special payments (history).	1		
P1.47	Other Reporting	Generate voucher for 3rd party checks.	1		
P1.48	Other Reporting	Generate user defined / ad-hoc reports and notices (with query tool for user defined criteria).	1		
P1.49	Interfaces	Import and record check number received from Treasury Office on Payment History.	1		
P1.50	Conversion	Convert historical data from Paradox System to separate DB2 database.	1		
P1.51	Reporting	Generate customer statements & include w/check/1099R	1		
P1.52	Payment Processing	-ability to limit specific tasks to appropriate users w/roles & permissions	1		
P1.53	Payment Processing	-integrate w/transaction control, transaction History & reconciliation w/Wisconsin Employee Benefit System (WEBS) legacy system.			

Phase 2- Internet Integration (Internet Account Inquiry, Update, Request and Reproduce Documents Functionality)

The system must be capable of providing benefit recipients with secured Internet inquiry, and update information to their records. A secure, PIN-accessible, user-friendly system will allow inquiry to current payment (gross and net amounts, payment option, payment type, deduction amounts and types, etc.) and demographic (address(s), phone number(s), e-mail, etc.) information. Annuitants will also be able to access a copy of their official tax reports (1099R and 1042-S) and reproduce them through print functionality. Annuitants will have the on-line ability to change their federal and Wisconsin State tax withholding amounts, home address, phone numbers, e-mail, etc.) Confirmation and tracking of the changes will also be part of the system. These changes will flow directly through to a database for update. The goal is to provide for direct member access and update and achieve greater staff and processing efficiencies through this functionality.

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P2.1	Account Maintenance	Provide internet inquiry capabilities of current and year-to-date payment information.	2		
P2.2	Account Maintenance	Provide internet inquiry capabilities of current and year-to-date deduction information.	2		
P2.3	Account Maintenance	Provide internet inquiry capabilities of health insurance information including carrier, coverage amount, coverage type, premium, and other information.	2		
P2.4	Account Maintenance	Provide internet inquiry capabilities of life insurance information including, coverage amount, coverage type, premium, and other information.	2		
P2.5	Account Maintenance	Provide internet inquiry capabilities of ASLCC information (when available) including status, balance and premium.	2		
P2.6	Account Maintenance	Provide internet inquiry capabilities of Tax information including 1099R and 1042S information, deductions, and other information.	2		
P2.7	Account Maintenance	Provide internet inquiry capabilities of Lump sum information (when available) including amount, destination, and other information.	2		
P2.8	Account Maintenance	Provide internet inquiry capabilities of change request status including life insurance changes, health insurance changes, ACH election changes, and other information.	2		
P2.9	Account Maintenance	Provide internet inquiry capabilities of Pension verification.	2		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P2.10	Account Maintenance	Provide internet update capabilities for tax withholding deductions.	2		
P2.11	Account Maintenance	Provide internet update capabilities for multiple contact information including addresses, phone numbers, and email address.	2		
P2.12	Account Maintenance	Provide internet update capabilities for ETF elections.	2		
P2.13	Account Maintenance	Provide internet update capabilities for date sensitive effective changes for contact information.	2		
P2.14	Account Maintenance	Update account history with user changes to account.	2		
P2.15	Account Maintenance	Verify valid account user via Account ID and PIN.	2		
P2.16	Account Maintenance	Verify valid and complete address information against US Postal Service Standards.	2		
P2.17	Account Maintenance	Provide read-only account access to non-system users (i.e. Call Center, Help Desk, etc).	2		
P2.18	Reporting	Provide the ability to duplicate 1099R forms upon request.	2		
P2.19	Reporting	Provide the ability to duplicate 1042 forms upon request, if required.	2		
P2.20	Reporting	Provide the ability to duplicate ASLCC statement of account (when available).	2		
P2.21	Reporting	Provide the ability to pension verification forms.	2		
P2.22	Reporting	Provide the ability to duplicate statement of benefit.	2		
P2.23	Reporting	Provide the ability to duplicate final calculation notice.	2		
P2.24	System Administration	Update change log to reflect user change via internet.	2		
P2.25	General Software	Provide a tax-withholding calculator.	2		
P2.26	General Software	Provide ability to download the most recent mailer by account.	2		
P2.27	General Software	Verify valid and complete format for online data entry.	2		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P2.28	General Software	Provide ability to send email request with account identification and request category (payment, account change, etc).	2		

Phase 3 – Integration of the Disability Database System

Disability is a benefit payment currently managed through the Disability Database system. Once payment is saved on the payment system all activities as identified (i.e. reversals, replacement, duplicate 1099R, etc.) are processed through the regular payment system and have not been specifically identified in this process. This is just another benefit type like retirement and disability. There are a number of reasons that a Duty Disability benefit may have an offset applied to it. When an offset is applied it is not a deduction but rather a reduction of the gross benefit amount.

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.3.1	Account Setup and Adjustment	Enter new disability account data. Specific data will be identified.	3		Need to enter data as information comes in during the process
P.3.2	Account Setup and Adjustment	Enter the required application and benefit information. Specific data will be identified.	3		
P.3.3	Account Setup and Adjustment	Calculate gross benefit amount.	3		
P.3.4	Account Adjustment	Calculate annual updates (benefit).	3		Also be able to increase social security and annual retirement adjustments including generation of letters and notification of other areas.
P.3.5	Account Setup and Adjustment	Generate health insurance notifications..	3		
P.3.6	Offset Maintenance	Allow for Disability offsets (amounts, start date, end date and the retro offset amount if applicable) and recalculate benefit, if applicable.	3		
P.3.7	Offset Maintenance	Offsets will be date driven.	3		
P.3.8	Offset Maintenance	Offsets will begin and end based on events.	3		
P.3.9	View	Maintain History of Dates/Amounts when changed			

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.3.10	Offset Maintenance	Accumulate offset amounts by type & month and report on screen	3		
P.3.11	Deduction Maintenance	Provide for an offset type (e.g. Earnings Other Employer, Workman's Compensation, and Social Security LTDI).	3		
P.3.12	Offset Maintenance	Calculate offset amounts & apply.	3		
P.3.13	Payment Processing	Calculate duty disability retroactive payments (gross monthly benefit amount, actual total offset amount for Actuary, adjusted retro gross monthly benefit amount). Generates data entry error messages.	3		
P.3.14	General Software Requirement		3		
P.3.15	Reporting	Generate original benefit calculation worksheet to payee. Generate initial letters and information when benefit approved.	3		
P.3.16	Reporting	Generate Monthly Salary and Offset form to payee.	3		
P.3.17	Offset maintenance	Calculate annual updates to the applicable duty disability offsets.	3		
P.3.18	Payment Processing	Ability to manually audit a payment calculation prior to issuing payment.	3		
P.3.19	Reporting	Ability to generate various reports (to be determined).	3		
P.3.20	Reporting	Generate duty disability actuarial reports.	3		
P.3.21	Reporting	Generate request to employer for information needed to process health insurance.	3		
P.3.22	Reporting	Generates the Monthly Salary and Offset form for accounts that have been revised. When an account is updated automatically generate applicable information to participant.	3		
P.3.23	Reporting	Generates notices to recipients needing to apply for WRS benefits & SS benefits.	3		
P.3.24	Reporting	Generate ad-hoc reports.	3		
P.3.25	Reporting	Generate notices (to be determined).	3		
P.3.26	Reporting	Track the return of the notices.	3		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.3.27	Reporting	Generate 2 <sup>nd</sup> or 3 <sup>rd</sup> notice based on the business rules we define.	3		
P.3.28	Workflow	Automatically generate mailing for participant & recalculate benefit accounts / offsets with current end dates.	3		
P.3.29	Workflow	Generates a task to Member Services to send a Retirement Estimate to the recipient 6 months prior to reaching minimum retirement age.	3		
P.3.30	Data Conversion	Convert data from Disability Systems and cleanup.	3		Clean up
P.3.31	Payment	Ability to set up ticklers.	3		
P.3.32	Payment	Ability to track annual tax returns.	3		
P.3.33	Processing	Ability to track dependents to begin and end benefits.	3		
P.3.34	Processing	Interface with lump sum & BPS in real time.	3		Real time
P.3.35	Processing	Ability to log notes and interface with BPS demographics.	3		

#### Phase 4 – Accumulated Sick Leave Conversion Credit Program

This request is to redesign and replace the existing sick leave conversion credit accounting system. The current system is a 1970's flat file designed to establish a beginning account balance (deposit) from which monthly adjustments (withdrawals) are made to apply to insured retired state employees health insurance premiums and to record very basic data about the account holder's insurance carrier and coverage.

Account maintenance is accomplished via expensive two-part self-carbon forms that are shipped to a vendor for data entry. Below are sample forms ET-4306 and ET-4601. The current method of batch processing is problematic because information is not available on a real-time basis and only one data element on an account can be changed within a batch. This results in account corrections to change both the insurance carrier and coverage level for example needing to be spread across multiple batches/months. It is particularly problematic when account data cannot be made current for the month in which annual account statements are generated. Account transactions and change history are only available in the current system through out-dated microfiche technology.

The existing system does not have needed functionality for:

1. Splitting accounts do multiple survivors of an original account holder that continue separate coverage, for example when they reside in different geographic areas. These situations are currently tracked manually.
2. Tracking preserved sick leave credits authorized by Wisconsin Act 33 in 2003. Currently supporting documentation for an estimated 300-500 members certified and eligible for preserved credits is simply drop-filed in the Step 2000 imaged member folder system.
3. Generating notices to account holders when their sick leave account is depleted and their premium method will be changing to annuity deduction or direct payment to their provider.
4. Account change tracking.
5. Automating monthly coverage reporting to the Controller's Office and providers and affecting Division of Insurance Services functions. Currently batch outputs are tallied and keyed into a separate spreadsheet tool.
6. Tax reporting requirements for domestic partner benefits.
7. On-line member access capability.

The existing system does not have any connectivity with other ETF systems resulting in data discrepancies for addresses, coverage information, and premium amounts.

17,000 accounts are currently maintained on the existing file. This represents 11,000 accounts from which premiums are currently being charged. The remainders are escrowed credits because the account holder has other comparable coverage or inactive credits because the account holder is covered under another state contract. Completely used and closed accounts are purged from the file every two years. Overall, the number of accounts maintained on the system has been growing by about 10-15% annually.

*Account maintenance and service to account holders is extremely resource intensive with the existing file.*

- Completion of coverage reporting takes 25-30 staff hours each month.
- Six accounts split to multiple survivors are manually traced.
- About 75 accounts are depleted each month requiring conversion to annuity deduction (estimated 10 each month) or direct payment to the provider (estimated 65 each month). Because account holders are not pre-notified about these conversions, half of them typically result in a contact from the account holder and an un-doing or re-doing of the conversion, many of these involving distribution by the department of checks for partial-month premiums that turn out to be non-cashable and returned due to cancellation of coverage. The affects data in the Health Insurance system HICS as well.
- An average month of processing (based on March 2009) generates 500 paper documents and six IT service requests to get data appropriately loaded to the file.

Continued reliance on the existing sick leave file presents extensive risks to the department in the areas of:

1. Data integrity since the manual nature and paper intensiveness of processing is highly prone to errors,
2. Data recovery with antiquated equipment and method for paper batch processing and account history access methods,
3. Quality of service to account holders as information reflected on the file is often not current and complete or communicated effectively,
4. Resource flexibility since sick leave account processing is so labor intensive.

Replacing the existing sick leave at this time is a logical extension of the Benefit Payment System BPS implementation and Enrollment Validation Premium system development underway. The capability now exists to share data tables (demographics, premiums, etc.), re-use already developed features needed in an updated sick leave application including automation coverage reporting for sick leave premiums in the same fashion as other premium payment methods, such as annuity deductions via BPS. Recent developments in these other projects should mitigate development resources needed for replacing the existing sick leave file. Also, in the cross-use of development efforts and shared data and features across systems, this project could serve as a valuable departmental training opportunity for long-term system technical support needs.

Vendor Response:

Describe how this project would be approached, at a high-level.

Forms - ET-4306 and ET-4601

Department of Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53707-7931

**ACCUMULATED LEAVE CERTIFICATION**

Wis. Stat. § 40.05 (4) (b) and Wis. Stat. § 40.02 (25) (b) and (bc)

Complete this form for each terminating employee who:

1. Is age 55 or over (age 50 if protective occupation); OR
2. Is applying for a disability benefit; OR
3. Died; OR
4. Qualifies for delayed sick leave usage under 1991 WA 39 (Public Official); OR
5. Qualifies for delayed sick leave usage under 2003 WA 33 (Employee terminating after 20 years service but not eligible for immediate annuity)

THIS FORM MUST BE SUBMITTED WITHIN 30 DAYS AFTER TERMINATION. DO NOT SUBMIT BEFORE TERMINATION. TYPE OR PRINT IN INK.

**EMPLOYEE INFORMATION**

Name (Last, First, Middle, Former)		Social Security Number	Birthdate (MM/DD/YY)
Address (Street or P.O. Box No., City, State, Zip Code)		Employment Category <input type="checkbox"/> Non-Teacher <input type="checkbox"/> Teacher	
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Termination Date or Date of Death (MM/DD/YY)	Reason for Termination (see above) 1 <input type="checkbox"/> Retirement - Eligible    3 <input type="checkbox"/> Death            5 <input type="checkbox"/> WA 33 2 <input type="checkbox"/> Retirement-Disabled    4 <input type="checkbox"/> WA 39            _____ <span style="float: right;">Position Title</span>	
Does employee have state health insurance coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is spouse employed by State of Wisconsin? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know <input type="checkbox"/> N/A	Is employee a dependent on spouse's STATE contract? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	

**HEALTH PLAN INFORMATION (Complete Spouse's health plan information if employee is a dependent on spouse's state contract)**

Health Plan	Health Plan Code	Coverage Type <input type="checkbox"/> Single <input type="checkbox"/> Family	Group No.
-------------	------------------	--	-----------

**SPOUSE/DEPENDENT INFORMATION**

Name (Last, First, Middle, Former)	Social Security Number	Birthdate (MM/DD/YY)
------------------------------------	------------------------	----------------------

**CERTIFICATION OF ACCUMULATED LEAVE**

a) Enter unused sick leave hours (enter Ø if none)	
b) Add other creditable leave hours (see instructions in Health Insurance Manual)	
c) Total Hours (a + b)	
d) Highest Basic Pay Rate as State Employee	\$
e) Amount Certified (c x d)	\$
<b>FOR EMPLOYER USE ONLY</b>	
Seniority Date:	Bargaining Unit:
Years of service equal to or less than 24	
Years of service greater than 24	
f) Enter Supplemental Sick Leave hours (include extra 500 hours if applicable)	
g) Highest Basic Pay Rate as State Employee*	\$
h) Amount certified (f x g)	\$
Enter a Y in the box if the extra 500 hours are included	<input type="checkbox"/>
<b>TOTAL AMOUNT CERTIFIED (e + h)</b>	<b>\$</b>
Premiums have been paid for coverage through (MM/YY)	/

\* NOTE: In most cases the highest basic pay will be used, however there are some exceptions. Please refer to current bargaining agreements for represented employees. For some employees line g) will be calculated using the ending base pay rate, or, at the employee's request, the average of the employee's base pay rates during the three highest years. Contact the Office of State Employment Relations for clarification.

**EMPLOYER INFORMATION**

Date (MM/DD/YY) " "	Signature of Agent	Contact Name and Phone	Employer Name	Group No.
------------------------	--------------------	------------------------	---------------	-----------

<b>FOR EMPLOYEE TRUST FUNDS USE ONLY</b>		
Effec. Date (MM/YY)	Coverage Type	Premium Amount
/		

Submit to ETF at above address.  
Keep a copy for your records.

**DEPARTMENT OF EMPLOYEE TRUST FUNDS  
Accumulated Leave F/M**

This must be completed for all file maintenance



FM Code		Original Participant's Social Security Number	
1	3	4	2-10

**\* STATUS CODES**

- 1 = Active
- 2 = Inactive - No death, hold credits for possible future use
- 3 = Delete - Direct Pay
- 4 = Delete - Annuity deduction
- 5 = Delete - Cancelled or death, no continuation to dependent(s)
- 6 = Delete - Death with immediate continuation to dependent(s)
- 7 = Escrowed - Has comparable outside coverage
- 8 = Inactive - Death, hold credits for possible continuation by dependent(s)

**F/M CODES - POSITION 1**

- 1 = Delete . - Enter only original participant's Social Security number.
- 3 = Add - Complete all appropriate fields.
- 4 = Change - Complete original participant's Social Security number and fields needing change.

**PARTICIPANT INFORMATION**

CC 11	Last Name 12-26	First Name 27-39	MI	Jr, Sr 40-42
A				
	Change to:	First Name 27-39	MI	Chg to Jr, Sr

Birthdate (Mo/Da/Yr) 43-48	Program 49	Sex 50	Last Date Paid (Mo/Da/Yr) 51-56	Term Reason 57
	SI WR M F			RET DTH
Deceased Date (Mo/Da/Yr) 58-63	Status Cd 64*	Eff (Mo/Yr) 65-68	New Social Security Number 69-77	Carrier Code 78-79

**SPOUSE INFORMATION**

CC 11	Last Name 12-26	First Name 27-39	MI	Jr, Sr 40-42	Social Security Number 43-51	Birthdate (Mo/Da/Yr) 52-57	Died/Divorced "D" Add "A" or Blank SS
B							

**AMOUNTS**

CC 11	Sick Leave 12-15	16-17	18-20	21-22	23-28	Supplemental Sick Leave 29-30	Added 500 Hours 31	32-37	Total Certified 38-39	Group Number 40-44	45-50	Balance on Deposit 51-52
C												

Eff. (Mo/Yr)	Adj. Cd	Amount	Msg. "X" Or blank
53-56	57-58	59-65	66
67-70	71-72	73-79	80

- \*\* Adjustment Codes
- S = Single Coverage
  - S1 = Single, Medicare
  - F = Family Coverage
  - F1 = Family, Medicare (1 elig.)
  - F2 = Family, Medicare (2 elig.)
  - RM = Remaining Balance

Comments:

S
S1
F
F1
F2

**ADDRESS**

CC 11	Street or P.O. Box 12-36	City, State (Abbr.) and Zip Code 37-61	Completed By	Date
D			Checked By	Date

## Phase 5 - Workflow Integration

### BPS System Scope:

As noted in the RFB, this project is a restart of a previous project that failed. Workflow management was one of the original initiatives and as a result, process diagrams were developed and are available for vendor review (see *Attachment 2: Workflow Integration – Process Flow Diagrams*). ETF does currently own a license of IBM MQSeries Workflow. The proposed workflow management solution does not require that the solution be MQSeries, but ETF would like to leverage its current assets if possible.

ETF's current workflow system is Step2000. ETF would like to exploit the many advantages of a new workflow management system to streamline business processes, build-manage-route forms, and ultimately manage users within the BPS application.

### General Workflow Management Requirements:

1. The BPS solution must interface with ETF'S current workflow system (Step 2000).
2. The ability to manage forms:
  - Create multiple forms
  - Route forms and supporting documents
  - Reassign
  - Share and manage data collected from forms
  - Attach comments to forms
  - Customize document types
  - Search form contents
  - Save search templates
  - Review form history
3. The ability to manage users:
  - Password-based user authentication
  - Define roles and departments
  - Deactivate user accounts, without deleting
  - Set multiple administrators
  - Configure role or user based permissions for form use and content search

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.5.1	General Workflow	Provide the ability to create dynamic nodes or steps within a given workflow.	5		
P.5.2	General Workflow	Be able to assign nodes or steps to a role or person dynamically, the resource assigned to the node or step may not be known until runtime.	5		
P.5.3	General Workflow	Be able to associate or link objects, database information or other resources to a workflow (i.e. Visuallinfo images, XML documents).	5		
P.5.4	General Workflow	Provide the ability to view the workflow status in both a list format and a graphical tool or UI integration that provides representation of the nodes. The graphical display should provide a clear visual sign as to where in the process a current item resides.	5		
P.5.5	General Workflow	Provide total accountability and audibility of all workflow processes, showing details on who completed what and when.	5		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.5.6	General Workflow	<p>Capable of developing workflow paths that are:</p> <ul style="list-style-type: none"> <li>• <i>Serial</i> - sequential processing of nodes or steps</li> <li>• <i>Parallel (Concurrent)</i> - the ability to process workflow nodes or steps concurrently</li> <li>• <i>Ad hoc</i> - enables the creation and modification of processes at Runtime</li> <li>• <i>Decision-based (Data centric)</i> - the processes within workflows can be driven by system decisions based on information within objects, information from the database(s), and/or information entered by users</li> <li>• <i>Time/Date based</i> - workflows initiated and processes within workflows can be based upon dates and/or elapsed time</li> <li>• <i>Event Driven</i> - workflow paths, route destinations and time allotted for nodes or steps determined by user actions at Runtime</li> <li>• <i>Embedded (nested)</i> - workflow processes initiated from within other workflow processes.</li> </ul>	5		
P.5.7	General Workflow	Provide the ability to track previous work activity by user interface, reports, and or via API integration.	5		
P.5.8	General Workflow	Display the workflow paths graphically to view the current state runtime of the workflow, which will display decision points within the workflow.	5		
P.5.9	General Workflow	Provide conditional, rendezvous, and split workflow capabilities.	5		
P.5.10	General Workflow	Provide the ability to nest workflows, a particular node or step may spawn a child workflow process.	5		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.5.11	General Workflow	<p>Must support serial and/or parallel review (Approval/Rejection) of workflow functions:</p> <ul style="list-style-type: none"> <li>Serial Review refers to situations where a person or role is automatically notified of work only after other persons or roles have approved or processed the work in a previous step.</li> <li>Parallel Review refers to the fact that several persons or roles can be asked for review concurrently. A given workflow can contain any mix of serial and parallel nodes or steps in any order desired.</li> <li>Other work steps can require or request any work function (e.g. a sign-off).</li> </ul>	5		
P.5.12	General Workflow	Users must have the ability to add comments as the process involves them. All other reviewers can then view the comments and/or add their own. Once a comment has been made, other users cannot remove it from the review packet.	5		
P.5.13	General Workflow	Provides security relative to both access and function using external security facilities (i.e. RACF, LDAP, etc).	5		
P.5.14	General Workflow	Provide the ability to launch or interact with a variety of applications and technologies identified in Phases 1.	5		
P.5.15	General Workflow	Provide facilities for backup and disaster recovery capabilities to prevent loss of information and ease of business resumption in the event of a disaster.	5		
P.5.16	General Workflow	Ability to reassign one or many jobs from one user or workbooket to another user or workbooket.	5		
P.5.17	General Workflow	Ability to re-index a document that was indexed incorrectly.	5		
P.5.18	General Workflow	Ability to automatically complete transactions on transaction control when a job is complete, routed, rejected.	5		
P.5.19	General Workflow	Ability to create/delete workgroups and add/remove users.	5		

Req. #	Scope Category	Requirement	Phase	Vendor Response	Comment
P.5.20	General Workflow	Ability to create, modify, delete notes.	5		
P.5.21	General Workflow	Ability to associate electronic data with existing images. (Call center, Web based requests).	5		
P.5.22	Specific Workflow	Ability to hold, complete, reject, and or delete documents/jobs. Ability to change the status of the imaged document, status of the job. Ability to pull document from process for reprocessing, mailing, etc.	5		
P.5.23	Specific Workflow	Ability to query, add, delete for a given SSN.	5		
P.5.24	Specific Workflow	Ability to select, format, and process service requests received by the departments call center using workflow.	5		
P.5.25	Specific Workflow	Ability to see other jobs being worked on for the SSN.	5		
P.5.26	Specific Workflow	Ability to view images associated with an SSN both stand alone and when associated to a workflow job.	5		
P.5.27	Specific Workflow	Ability to search for all or some documents for a particular SSN, Plan Type, Plan Occurrence. This should include the ability to limit the search criteria by providing a particular document number or subfolder code.	5		

**Appendix B  
RFB #ETJ0018**

**Mandatory Requirements**

This appendix must be completed with bid.

<b>ETJ0018 MANDATORY REQUIREMENTS</b>		
<i>The following requirements are mandatory and must be met by any vendor who submits a bid. Failure to comply with one or more of the mandatory requirements may automatically disqualify the bid.</i>	<b>Check One</b>	
	<b>YES</b>	<b>NO</b>
1. The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.	<input type="checkbox"/>	<input type="checkbox"/>
2. The firm adheres to the instructions in this RFB on preparing and submitting the bid.	<input type="checkbox"/>	<input type="checkbox"/>
3. The firm has not been suspended or debarred from performing government work and has not been the subject of any disciplinary action or inquiry during the past five years.	<input type="checkbox"/>	<input type="checkbox"/>
4. The firm has a minimum four years experience with the WRS and the BPS.	<input type="checkbox"/>	<input type="checkbox"/>
5. The firm's level of expertise and experience will be evaluated based on the responses submitted to Section B. Using the Reference Sheet in Appendix F, provide at least three references. Each reference must identify the state or plan for which you have provided similar services.	<input type="checkbox"/>	<input type="checkbox"/>
6. The firm agrees to meet all contractual requirements as stated in Section B and Appendix D, and the Business Associate Agreement in Appendix G.	<input type="checkbox"/>	<input type="checkbox"/>

**APPENDIX C**  
**RFB #ETJ0018**  
**Designation of Confidential**  
**and Proprietary Information**

**Mandatory –**  
**This appendix must be completed with bid.**

STATE OF WISCONSIN  
DOA-3027 N(R01/98)

The attached material submitted in response to Bid #ETJ0018 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid be treated as confidential material and not be released without our written approval.

Prices always become public information when bids are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the bid document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

We request that the following pages from our response to Bid #ETJ0018 not be released (indicate Section, Page # and Topic):

Section	Page #	Topic

Company Name \_\_\_\_\_  
 Authorized Representative \_\_\_\_\_  
 (Signature)  
 Authorized Representative \_\_\_\_\_  
 (Type or Print)  
 Date \_\_\_\_\_

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

**APPENDIX D**  
**RFB #ETJ0018**

**Standard Terms and Conditions**  
*and*  
**Supplemental Standard Terms**  
**And Conditions for**  
**Procurements for Services**

Vendor agrees to the Terms and Conditions as stated in this Appendix D. Exceptions must be listed in the transmittal letter as required in Section A, Part 2.4

## Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration  
Chs. 16, 19, 51  
DOA-3054 (R10/2005)

**SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

**2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

**4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

**5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

**6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

**6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

**7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

**8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

**9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

**10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

**11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee 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.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

- 19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 **INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3 The state reserves the right to require higher or lower limits where warranted.
- 24.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three

thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

## SUPPLEMENTAL STANDARD TERMS AND CONDITIONS For PROCUREMENTS FOR SERVICES

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
  - 2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
  - 2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
  - 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)  
  
He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
  - 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

**APPENDIX E  
RFB #ETJ0018**

**Lobbying Disclosure Form**

**Mandatory –**

**This appendix must be completed with bid.**

**LOBBYING FORM**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers over \$100,000 (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Person* means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Contract # and Name: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature      Date  
Agency Director's Name or Designee  
(If designee, attach Designee Authorization)

\_\_\_\_\_  
Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM

Approved by OMB  
0348-0046

(Reproduced by DWD/DWSBDS)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____ Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ ? actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <p>a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

(cont.) 0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFB) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFB-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**APPENDIX F**  
**RFB #ETJ0018**

**Vendor Information  
and Reference Sheets**

**Mandatory –  
This appendix must be completed  
with bid**

**STATE OF WISCONSIN  
DOA-3477 (R05/98)  
VENDOR INFORMATION**

**1. BIDDING / PROPOSING COMPANY**

NAME \_\_\_\_\_  
FEI \_\_\_\_\_  
N \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_  
FAX ( ) \_\_\_\_\_ Email Address \_\_\_\_\_  
Addresses \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**2. Name the person to contact for questions concerning this bid / proposal.**

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_  
FAX ( ) \_\_\_\_\_ Email Address \_\_\_\_\_  
Addresses \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.**

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_  
FAX ( ) \_\_\_\_\_ Email Address \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

**4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.**

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Toll Free Phone ( ) \_\_\_\_\_  
FAX ( ) \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_  
s \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + \_\_\_\_\_  
4 \_\_\_\_\_

5. CEO / President Name \_\_\_\_\_

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

STATE OF WISCONSIN  
DOA-3478 (R12/96)  
FOR  
VENDOR:

**VENDOR REFERENCE**

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address (include Zip +  
4) \_\_\_\_\_

Contact  
Person \_\_\_\_\_

Phone  
No. \_\_\_\_\_

Product(s) and/or Service(s)  
Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company  
Name \_\_\_\_\_

Address (include Zip +  
4) \_\_\_\_\_

Contact  
Person \_\_\_\_\_

Phone  
No. \_\_\_\_\_

Product(s) and/or Service(s)  
Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **Appendix G**

### **RFB #ETJ0018**

Privacy of Personal Data  
Mitigation of Privacy Breach

The vendor may be required to sign a Business Associate Agreement at the time a contract is issued. It is the intent of the Agreement to comply with the federal regulations implementing the Health Insurance Privacy and Accountability Act (HIPAA) of 1996 and all state laws regarding the privacy and confidentiality of personal information.

Vendor agrees to the terms of the privacy requirements as stated in this Appendix G. Exceptions must be listed in the transmittal letter as required in Section A, Part 2.4.

**ATTACHMENT #1**  
**RFB #ETJ0018**

**Cost Worksheets and Instructions**

**Mandatory –**

**This appendix must be completed with proposal.**

## **Introduction**

Each vendor must complete the cost proposal worksheets on the following pages. Cost worksheets must be prepared electronically and submitted in paper. Vendors may add additional rows to tables as appropriate.

The vendor is to provide a fixed price contract for phase 1 and include any subcontractor costs, travel costs and any other costs to put the BPS as specified into production. The actual price that the ETF will pay for these services, if purchased, will be negotiated on an annual basis, at the time the services are purchased. The vendor must make the maintenance and support contract available annually for the duration of the contract at no greater than the not to exceed cost identified in the contract.

The cost worksheets must include all initial and ongoing "base" costs associated with this RFP. Each vendor is responsible for any proposal inaccuracies, including mathematical error or incorrect extension of any calculations leading to the vendor's cost quote.

## **Base Costs**

Each vendor must provide all costs used in their response to satisfy the requirements in this RFB. Identify each milestone and its associated deliverable(s) for phase one. The proposer must provide the total price for each milestone. Bidder's cost for each milestone must be sufficient to ensure resources are available to successfully complete each milestone. The sum of these costs is the total fixed price.

For phases two through five provide a cost estimate. This estimate will be used for information purposes only and will not be binding unless negotiated as part of the contract.

**Maintenance and Support (Not-to-Exceed Cost)** Maintenance costs are to be quoted as a not-to-exceed cost. The vendor must make the maintenance contract available annually for the duration of the contract at no greater than the not to exceed cost identified in the contract. If maintenance is purchased, the actual cost will be negotiated annually at the time the maintenance is purchased. During the annual price negotiations, the cost determined must not exceed the not-to-exceed costs quoted by the vendor in their response to this section. Provide description of maintenance activities and respective cost.

## **Financial Stability Documentation**

Vendors responding to this RFB must be able to substantiate their financial stability. A copy of the most recent audited financial statement, including a balance sheet and a Profit and Loss Statement, along with additional supporting documentation must be submitted. ETF may request reports on financial stability from independent financial rating services in order to substantiate stability.

## **Optional products and/or services**

The bidder may provide a description of optional products and services, benefits, and their respective pricing. This is for information purposes only unless negotiated as part of the contract.

## Cost Proposal Worksheet

The costs provided below will be based on Appendix B within this RFB, except where noted below.

**Base Costs (Please itemize costs to include: Hardware, Software, Licenses, etc...)**

### Project Phases

**Fixed Price  
Cost**

BPS Maintenance and Support (Section B, 1.7)

\$0.00

Phase 1 – Lump Sum Payment System

\$0.00

**Estimated  
Cost**

Phase 2 – Internet integration

\$0.00

Phase 3 – Disability system functionality

\$0.00

Phase 4 – Sick leave

\$0.00

Phase 5 – Workflow intergration

\$0.00

Note: Phases 2 through 5 are estimates and will be used for information purposes only. They will not be binding unless negotiated as part of the contract.

**Maintenance and Support (Not to exceed)**

\$0.00 Please itemize items

**Financial Stability Document**

\$0.00 Please itemize items

**Optional Products and/or Services**

\$0.00 Please itemize items