



Contract

Commodity or Service: Request for Proposal for the State of Wisconsin Department of Employee Trust Funds Financial Management Information Services (FMIS) Implementation Services

Request for Proposal: ETC0019
Sierra Systems Inc

Contract Period: June 10, 2013, through December 31, 2018.
Option by mutual agreement for two additional one year terms through December 31, 2020.

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over Fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than Fifty (50) employees are exempted from this requirement.

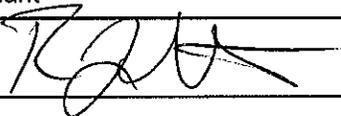
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the contracting agency. Technical assistance regarding this clause is provided by ETFProcurement@etf.wi.gov or the Wisconsin Office of Contract Compliance, Department of Administration, P.O.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

5. *For the purposes of administering this contract, or in the event of any conflict, ambiguity, or inconsistency among the terms of this Contract and the documents incorporated within, the Order of Precedence to resolve any inconsistencies is:*
 - 1) *this Contract,*
 - 2) *Wisconsin ETF and Sierra Systems/CedarCrestone Acquisition letter, dated May 21, 2013*
 - 3) *Standard Terms and Conditions, Additional Terms, Supplement Terms and Conditions, and RFP, dated June 10, 2013*
 - 4) *the Business Associate Agreement;*
 - 5) *Statement of Work-PeopleSoft Services, dated June 10, 2013*
 - 6) *RFP ETC0019 dated February 22, 2013; including amendments and appendices*
 - 7) *CedarCrestone, Inc response to RFP ETC0019 dated March 13, 2013 including all clarifications and explanations requested during the evaluation process.*

Contract Number: ETC0019 Request for Proposal for the State of Wisconsin Department of Employee Trust Funds Financial Management Information Services (FMIS) Implementation Services

Request for Proposal: ETC0019

Sierra Systems Inc..

State of Wisconsin Department of Employee Trust Funds	
By Authorized (Name)	Employee Trust Funds
By (Name)	Robert J. Marchant
Signature	
Title	Deputy Secretary, Department of Employee Trust Funds
Phone	(608) 266-9854
Date (MM/DD/CCYY)	6/10/13

To be Completed by Contractor	
Legal Company Name	Sierra Systems, Inc.
Trade Name	
Taxpayer Identification Number	76-0741206
Company Address (City, State, Zip)	1255 Alderman Drive Alpharetta, GA 30005
By (Name)	GAYLYN LANTON
Signature	
Title	VP FINANCE
Phone	604 688 1371
Date (MM/DD/CCYY)	06/06/2013



May 21, 2013

Mr. Bob Martin
Director, Office of Enterprise Initiatives
Employee Trust Funds
801 W. Badger Road
Madison, WI 53713-2526

RE: Wisconsin ETF and Sierra Systems/CedarCrestone Acquisition

Dear Mr. Martin:

Reference is made to a proposal (the "Proposal") submitted by CedarCrestone, Inc., a Delaware corporation ("CCI"), to the state of Wisconsin Employee Trust Fund ("WI ETF") dated March 15, 2013 in response to the WI ETF request for proposal ETC0019 Financial Management Information Services (FMIS) Implementation Services (the "RFP"). On April 11, 2013, Wisconsin ETF informed us that the Proposal had been selected as the successful response to the RFP.

As we informed WI ETF by email on April 2, 2013, Sierra Systems Inc., a Washington corporation ("Sierra"), acquired certain assets from CCI related to its Public Sector PeopleSoft and Oracle E-Business ("EBS") ERP Consulting Business on March 31, 2013 (the "Acquisition"). Sierra and CCI are independent but affiliated legal entities, as they are under the common ownership of IT Services Holdco, Inc. In addition, both Sierra and CCI led by the same Chief Executive Officer and Chief Financial Officer. The effect of the Acquisition will be to combine two strong Public Sector PeopleSoft and EBS ERP Consulting practices into a single legal entity which has provided consulting to public sector clients for more than 40 years.

We would like to assure WI ETF that Sierra will assume all commitments which were made in the original Proposal and that Sierra is willing and legally able to enter into a contract with WI ETF.

If you have any questions regarding the Acquisition and its impact on the Proposal, please contact me at 678.245.6892. We look forward to working with WI ETF and delivering a successful project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Fees".

Brian Fees
Chief Financial Officer, Sierra Systems Inc.
Chief Financial Officer, CedarCrestone, Inc.

Standard Terms and Conditions, Additional Terms, Supplemental Terms and Conditions, and RFP

By Sierra Systems

June 10, 2013

Standard Terms and Conditions, s. 13.10: Guaranteed Delivery

GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as agreed 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 if that failure is due solely to the action or inaction of the contractor, subject always to the limitation of contractor's liability set out at Additional Terms Regarding Limitation of Liability Clause, below. Excess costs shall include the administrative costs.

Standard Terms and Conditions, s. 17.0: Assignment

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. The contractor may assign its right to payment, as may be required by a banking or surety agreement.

Additional Terms Regarding Limitation of Liability Clause

Each party agrees that the other party, its subcontractors and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this contract ("claims") for an aggregate amount in excess of (I) the fees paid by client to Sierra Systems pursuant to this contract over the twelve (12) month period immediately preceding the date on which the act or omission giving rise to the liability first occurs, or (II) \$1,000,000.00, whichever is greater, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith or intentional misconduct of the other party, its subcontractors or their respective personnel.

In the event of loss of any client data directly caused by the negligence or intentional misconduct of Sierra Systems or its employees who are performing services hereunder, Sierra Systems' liability for such loss shall be limited to the recovery of the lost data

from the client's supporting electronic backup media or by other methods or means deemed most suitable by Sierra System for such recovery of such lost data and, to the extent reasonably possible, Sierra System shall recreate such lost data from available electronic resources of the client. The State understands and agrees that it is solely responsible for establishing and maintaining a procedure for backing up its data in accordance with industry standards, and for maintaining procedures for reconstruction and/or recompilation of any and all data lost or destroyed.

In no event shall either party, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to this Contract. The provisions of this paragraph shall not apply to any claim for which one party has an obligation to indemnify the other. In circumstances where all or any portion of the provisions of this paragraph are finally judicially determined to be unavailable, the aggregate liability of each party, its subcontractors and their respective personnel for any claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such claim.

Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Sierra Systems. The language contained herein limiting the liability of Sierra Systems will apply to ETF to the extent it is permitted and not prohibited by the laws or constitution of the State of Wisconsin.

Additional Terms Regarding Warranty Disclaimer

Sierra Systems warrants that it shall perform the services in good faith and in a professional manner consistent with generally accepted industry standards for the performance of such services.

SIERRA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR SIERRA SYSTEMS, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID

TO SIERRA SYSTEMS HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

Supplemental Terms and Conditions, s. 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 and has interests that are adverse to the contracting agency if the provision of services to such person or organization would negatively impact contractor's ability to deliver the services under this agreement. 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.

RFP, s. 4.8, 1st bullet

Any software provided shall (to the extent possible, recognizing that some of that software may be third party products) be free from material defects and operate in material accordance with its documentation and the agreed requirements set out herein for a minimum period of 365 days from the date of acceptance by ETF.

RFP, s. 4.8, 2nd bullet

It shall utilize industry standard anti-virus and software security programs in order to ensure, as much as possible, that any software and all components of the software contain no viruses, moles, worms, bombs, or disabling devices. Vendor shall also ensure that no such viruses, moles, worms, bombs or disabling devices are intentionally inserted into any software by any resource of the Proponent. If this occurs, the vendor will reimburse ETF for all costs associated with the cure.

RFP, s. 4.9 (2)

Provide review and/or approval of all vendor-generated deliverables within the agreed and identified time periods for such review and approval. If ETF fails to conclude its review and approval process during such time period, then ETF shall be responsible for its proportion of any consequences of such failure including any necessary adjustments to the schedule, scope of the project, or fees to be paid.

RFP, s. 4.10 (2)

For all deadlines stated in this RFP, or that may be negotiated in future, time is of the essence. Notwithstanding the foregoing, the parties acknowledge that the project covered by this Agreement is joint and iterative in nature, such that delay by one party in performing its obligations may cause the other party to be unable to meet agreed upon timetables. No such delay shall violate this provision. ETF may cancel the contract upon 14 calendar days' notice to the vendor for any missed deadline that ETF determines to be due solely to the vendor's action or inaction. ETF's failure to exercise this option for any particular missed deadline does not constitute waiver of the cancellation grounds for any other missed deadline.

Termination Cure Period

This language below is the cure period provision which would apply in the event that a termination for cause event arises.

If either party violates any of the material covenants, obligations, agreement, or stipulation of this Agreement, the non-breaching party shall thereupon have the right to terminate, specifying the effective date thereof, after at least thirty (30) calendar days cure period before the effective date of such termination. In the event that the breaching party cannot reasonably cure the breach within thirty (30) calendar days period, the breaching party may provide a cure plan reasonably acceptable to the non-breaching party and the Agreement will not terminate provided that the breaching party continues to make adequate progress toward curing the breach in accordance with the agreed upon cure plan.

**APPENDIX G
BUSINESS ASSOCIATE AGREEMENT**

VENDOR agrees to the Terms and Conditions as stated in this Appendix G.

The winning VENDOR will be required to complete this form.

This form is not required for inclusion in the Proposal.

**Exceptions must be addressed in Proposal
Tab 5 – Assumptions and Exceptions**

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is by and between Sierra Systems Inc. ("SIERRA INC.") and the Wisconsin Department of Employee Trust Funds ("ETF"), and acting on behalf of the State of Wisconsin.

RECITALS:

WHEREAS, ETF and SIERRA INC. have executed a contract, pursuant to which SIERRA INC. provides certain Financial Management Information Services ("FMIS") Implementation Services as set forth in ETC0019 ("Underlying Contract"), and in connection with those services ETF discloses or allows the disclosure to SIERRA INC. of certain information that is subject to protection by the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 as passed as part of ARRA ("HITECH") and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations, as well as by laws and administrative rules of the State of Wisconsin; and

WHEREAS, with respect to its activities pursuant to the Underlying Contract, SIERRA INC. is ETF's Business Associate as that term is defined by HIPAA; and

WHEREAS, it is the intent of this Agreement to comply with state law and with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards in 45 C.F.R. Parts 160 to 164, inclusive,

WHEREAS, ETF and SIERRA INC. agree to incorporate the terms of this Agreement into the Underlying Contract and agree to incorporate this Agreement into any associated addenda and contract extensions, in order to comply with HIPAA, HITECH and state law.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, ETF and SIERRA INC. hereby agree as follows:

DEFINITIONS:

It is the intent of this Agreement to comply with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards, including the definitions in 45 C.F.R. Parts 160 to 164, inclusive, as applicable. This Agreement also addresses compliance with Wisconsin laws on confidentiality of personal information. In particular, the following words and phrases in this Agreement have the meanings set forth below, unless the context clearly requires otherwise:

"ARRA" means the American Recovery and Reinvestment Act of 2009.

"Individual Personal Information" has the meaning set forth in Wis. Admin. Code § ETF 10.70 (1).

"Medical Record" has the meaning set forth in Wis. Admin. Code § ETF 10.01 (3m).

"Personal Information" is information that can be used to identify a person and includes, without limitation, **Individually Identifiable Health Information, Individual Personal Information, Medical Records and Protected Health Information**. These terms incorporate payments and other financial information that can be used to identify a person.

"Third Party" means a party other than a subcontractor or agent that ETF has approved.

PART I – OBLIGATIONS OF SIERRA INC.

A. Uses and Disclosures. SIERRA INC. may use or disclose Personal Information it creates for or receives from ETF or any other Business Associate of ETF for only the following, limited purposes:

1. Permitted Uses and Disclosures of Personal Information. SIERRA INC. is permitted to use and disclose Personal Information:
 - (a) To conduct FMIS Implementation Services in accordance with the Underlying Contract.
 - (b) Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, specifically including the State Law Restrictions in Part I, Section B, SIERRA INC. is authorized to use and disclose Personal Information as necessary for SIERRA INC.'s proper management and administration, to carry out SIERRA INC.'s legal responsibilities, and as otherwise Required by Law.
2. Prohibition on Unauthorized Use or Disclosure. SIERRA INC. will not use or disclose Personal Information it creates for or receives from ETF or from another Business Associate of ETF, except as authorized or required by this Agreement or as Required by Law or as otherwise authorized in writing by ETF, including, without limitation, marketing and solicitation of business outside the Underlying Contract and disclosure of such information to third-parties.
3. Compliance with Regulations. SIERRA INC. will comply with:
 - (a) 45 C.F.R. Parts 160 to 164, inclusive, as applicable to a "Business Associate" of a "Covered Entity" and any other regulations adopted pursuant to HIPAA and HITECH; and
 - (b) Applicable State Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.
4. State Law Restrictions. SIERRA INC. shall comply with Wis. Stat. §§ 40.07 and 134.98 with respect to information SIERRA INC. creates for or receives from ETF or from any other Business Associate of ETF. In particular:
 - (a) Any Third Party request, including a subpoena, for disclosure of Personal Information, including, without limitation, Medical Records or Individually Identifiable Health Information, shall be referred to ETF in a timely manner; and
 - (b) SIERRA INC. shall not disclose to any Third Party Individual Personal Information which ETF itself may not disclose pursuant to Wis. Stat. § 40.07(1), or of Medical Records that ETF itself may not disclose pursuant to Wis. Stat § 40.07(2).

B. Compliance with Standard Transactions.

1. Standard Transactions Conducted By SIERRA INC. If SIERRA INC. conducts, in whole or in part, transactions, for or on behalf of ETF that are covered by 45 C.F.R Part 162, SIERRA INC. will comply with the applicable HIPAA transactions standards, and will require any subcontractor or agent involved with the conduct of such transactions to provide reasonable assurances, evidenced by written contract, that it will comply with each applicable requirement of 45 CFR Part 162. Further, SIERRA INC. will require that each of its subcontractors or agents provide assurances, by written contract, that it will not enter into a Trading Partner Agreement, in connection with its conduct of Standard Transactions for and on behalf of ETF that:
 - (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (b) Adds any data element or segment to the maximum data set;

- (c) Uses any code or data element that either is not in the Standard Transaction's implementation specification or is marked "not used" by the Standard Transaction's implementation specifications;
- (d) Changes the meaning or intent of the Standard Transaction's implementation specifications; or
- (e) Otherwise violates 45 CFR §162.915.

2. Communications Between the Parties. Communications between ETF and SIERRA INC. that are required to meet HIPAA transactions standards will meet the standards set by 45 CFR Part 162. For all other communications, the forms, tape formats or electronic formats used shall be those mutually agreed upon by ETF and SIERRA INC.

C. Information Safeguards. SIERRA INC. will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of Personal Information under the control of SIERRA INC., and to prevent intentional or unintentional non-permitted or violating use or disclosure of Protected Health Information. SIERRA INC. will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request. These safeguards will comply with HIPAA, HITECH and their implementing regulations.

D. Reporting of Breach, Improper Use or Disclosure and Security Incidents.

Reporting of Breach, Improper Use or Disclosure. SIERRA INC. will report to ETF the discovery of any breach, use or disclosure of Personal Information, not allowed by this Agreement or in violation of 45 C.F.R. Part 164 or HITECH. An occurrence of a breach, improper use or disclosure or security incident is considered to be discovered as of the first day on which such occurrence is known to SIERRA INC., or, by exercising reasonable diligence, would have been known to SIERRA INC.

1. SIERRA INC. shall provide notice to ETF of the occurrence. The notice shall include the identification of each individual whose unsecured Personal Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.
2. Within one business day of the discovery, SIERRA INC. shall notify ETF's Privacy Officer. SIERRA INC. shall immediately conduct an investigation and report in writing within four business days the following information:
 - (a) The name and contact information of each individual whose Personal Information has been or is reasonably believed to have been accessed, acquired or disclosed during the occurrence.
 - (b) A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
 - (c) A description of the types of Personal Information that were involved in the occurrence (e.g., full name, date of birth, Social Security number, account number).
 - (d) A brief description of what SIERRA INC. is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
 - (e) The actions SIERRA INC. has undertaken or will undertake to mitigate any harmful effect of the occurrence.
 - (f) A corrective action plan that includes the steps SIERRA INC. has taken or will take to prevent similar occurrences.
3. At ETF's option, SIERRA INC. will be responsible for notifying individuals of the occurrence when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, improper use or disclosure, including, without limitation, credit monitoring services. SIERRA INC. must obtain ETF's approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the

notifications within sixty (60) days after discovery of the breach, improper use or disclosure. SIERRA INC. shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification to affected individuals after the discovery of the breach by ETF or SIERRA INC..

E. Duty to Mitigate Effect of Misuse or Unauthorized Disclosure and Notify Members of Unauthorized Acquisition:

1. SIERRA INC. will mitigate, as required by HIPAA, HITECH, state law and this agreement, to the extent practicable, any harmful effect that is known to SIERRA INC. of a breach, improper use or unauthorized disclosure reported pursuant to subsection D of this section, including, without limitation, paying for the costs of mitigation and credit monitoring services.
2. SIERRA INC. will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted state law regarding mitigation of privacy breaches, and shall ensure by written contract that any subcontractor or agent with whom it contracts to carry out the provisions of the Underlying Contract also complies with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches.

F. Minimum Necessary. SIERRA INC. will make reasonable efforts to use, disclose, or request only the minimum amount of Personal Information necessary to accomplish the intended purpose and shall comply with regulations issued pursuant to HIPAA and HITECH. Internal disclosure of such information to employees of SIERRA INC. shall be limited only to those employees who need the information and only to the extent necessary to perform their responsibilities according to the Underlying Contract and this Agreement.

G. Disclosure to SIERRA INC.'s Subcontractors and Agents. SIERRA INC. shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as SIERRA INC. with respect to such Personal Information. Before entering into such a contract with an agent or subcontractor, SIERRA INC. shall obtain from ETF approval of the contract.

H. Access, Amendment and Disclosure Accounting.

1. Access. At the direction of ETF, SIERRA INC. agrees to provide access to any Protected Health Information held by SIERRA INC. which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its access obligations under HIPAA and HITECH. All fees related to this access, as determined by SIERRA INC., are the responsibility of the individual requesting the access.
2. Amendment. At the direction of ETF, SIERRA INC. agrees to amend or correct Protected Health Information held by SIERRA INC. and which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its amendment obligations pursuant to HIPAA and HITECH. All fees related to this amendment, as determined by SIERRA INC., are the responsibility of the individual requesting the access.
3. Documentation of Disclosures. SIERRA INC. agrees to document such disclosures of Protected Health Information and information related to such disclosures so that ETF may meet its obligations under HIPAA and HITECH.
4. Accounting of Disclosures.

- (a) SIERRA INC. shall maintain a process to provide ETF an accounting of disclosures of Protected Health Information for as long as SIERRA INC. maintains Protected Health Information received from or on behalf of ETF. SIERRA INC. agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.
 - (b) Each accounting will provide:
 - (i) The date of each disclosure;
 - (ii) The name and address of the organization or person who received the Protected Health Information;
 - (iii) A brief description of the Protected Health Information disclosed; and
 - (iv) For disclosures other than those made at the request of the subject, the purpose for which the Protected Health Information was disclosed and a copy of the request or authorization for disclosure.
 - (c) For repetitive disclosures which SIERRA INC. makes to the same person or entity, including ETF, for a single purpose, SIERRA INC. may provide:
 - (i) The disclosure information for the first of these repetitive disclosures;
 - (ii) The frequency or number of these repetitive disclosures; and
 - (iii) The date of the last of these repetitive disclosures,SIERRA INC. will make a log of this disclosure information available to ETF within five (5) business days of ETF's request.
 - (d) SIERRA INC. need not record disclosure information or otherwise account for disclosures of Protected Health Information if:
 - (i) The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and
 - (ii) The disclosures are for one of the following purposes:
 - i. Treatment, Payment or Health Care Operations that are not made through an Electronic Health Record;
 - ii. In response to a request from the Individual who is the subject of the disclosed Protected Health Information, or to that Individual's Personal Representative;
 - iii. Made to persons involved in the health care or payment for the health care of the Individual who is the subject of the disclosed Protected Health Information;
 - iv. For notification for disaster relief purposes;
 - v. For national security or intelligence purposes;
 - vi. As part of a Limited Data Set; or
 - vii. To law enforcement officials or correctional institutions regarding inmates.
5. Disclosure Tracking Time Periods. Except as otherwise provided in this paragraph, SIERRA INC. must have available to ETF the disclosure information required by this section, but in no case will SIERRA INC. be required to have available information from:
- (a) More than six (6) years before ETF's request for the disclosure information; or
 - (b) Any period during which SIERRA INC. did not provide services to ETF.
6. Disclosure Tracking for Disclosures made through Electronic Health Records: SIERRA INC. only needs to provide disclosures for Treatment, Payment or Health Care Operations made through an Electronic Health Record for three years prior to the date on which the accounting is requested. SIERRA INC. shall provide all information necessary for ETF to provide an accounting that includes all information required by regulations issued pursuant to HIPAA and HITECH.

7. **Effective Date:** The effective date for accounting required under subsection 6 depends on the date ETF acquires an Electronic Health Record. If ETF had an electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF on or after January 1, 2014. If ETF does not have an Electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF after the later of January 1, 2011 or the date ETF acquires an Electronic Health Record.
- I. **Accounting to ETF and Government Agencies.** SIERRA INC. will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to ETF to provide to the U.S. Department of Health and Human Services (HHS) in a time and manner designated by HHS for the purpose of determining ETF's compliance with HIPAA and HITECH. SIERRA INC. shall promptly notify ETF of any inquiries made to it by HHS concerning ETF's compliance with HIPAA.
- J. **Red Flag Rules.** If applicable to SIERRA INC., SIERRA INC. shall be responsible for implementation of an Identity Theft Monitoring Policy and procedure to protect Personal Information under the Federal Trade Commission regulations known as the "Red Flag Rules."
- K. **Qualification of SIERRA's Obligations.** Notwithstanding the foregoing or anything set out in this Agreement, SIERRA's obligations under this Agreement, including any remedies contemplated hereunder, shall only apply and relate strictly and only to any breach of this Agreement caused directly by SIERRA. ETF will use reasonable standards when requiring any mitigation or remedy due to a breach caused by SIERRA, provided that such remedies do not exceed the standards required by applicable law.

PART II – ETF OBLIGATIONS

- A. **Changes in Permissions to Use and Disclose Protected Health Information.** ETF shall promptly notify SIERRA INC. of any change in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such change may affect SIERRA INC.'s use or disclosure of such Protected Health Information.
- B. **Changes in ETF's Notice of Privacy Practices.** ETF shall provide SIERRA INC. with a copy of ETF's Notice of Privacy Practices and shall notify SIERRA INC. of any change made to the Notice of Privacy Practices, to the extent that such change may affect SIERRA INC.'s efforts to comply with this Agreement.
- C. **Changes in State Law.** ETF shall notify SIERRA INC. of any relevant change in Wisconsin law, to the extent that such change may affect SIERRA INC.'s efforts to comply with this Agreement.

PART III – TERM, TERMINATION AND AMENDMENT

- A. **Term.** This Agreement becomes effective on the effective date of the Underlying Contract. The Agreement is co-extensive with the term of the Underlying Contract, including any extensions made to the original Underlying Contract.
- B. **Termination for Breach.** ETF shall have the right to terminate the Underlying Contract and this Agreement if SIERRA INC., by pattern or practice, materially breaches any provision of this Agreement.
- C. **Reasonable Steps to Cure Breach.** In addition to the right to terminate this Agreement and Underlying Contract pursuant to section B, above, ETF may provide SIERRA INC. with an opportunity to cure the material breach. If these efforts to cure the material breach are

unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.

D. Effect of Termination: Return or Destruction of Protected Health Information.

Upon termination, cancellation, expiration, or other conclusion of the Agreement, SIERRA INC. shall:

1. Return to ETF or, if return is not feasible, destroy all Personal Information in whatever form or medium that SIERRA INC. received from or created on behalf of ETF. This provision shall also apply to all Personal Information that is in the possession of subcontractors or agents of SIERRA INC... In such case, SIERRA INC. shall retain no copies of such information, including any compilations derived from and allowing identification of Personal Information. SIERRA INC. shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, SIERRA INC. shall provide written documentation that such return or destruction has been completed, including such return or destruction by any subcontractors or agents of SIERRA INC.
2. If SIERRA INC. destroys Personal Information, it shall be done with the use of technology or methodology that renders the Personal Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance for the destruction of Protected Health Information. Acceptable methods for destroying Personal Information include: (i) paper, film, or other hard copy media shredded or destroyed in order that Personal Information cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of Protected Health Information, unless the information is properly redacted so as to be fully de-identified.
3. If SIERRA INC. believes that the return or destruction of Personal Information is not feasible, SIERRA INC. shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, SIERRA INC. shall extend the protections of this Agreement to Personal Information received from or created on behalf of ETF, and limit further uses and disclosures of such Personal Information, for so long as SIERRA INC. maintains the Personal Information.

- E. Agreement to Amend Agreement.** The parties to this contract acknowledge that federal laws relating to transactions, security and privacy are rapidly evolving and that amendment to this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and their implementing regulations. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HITECH and applicable federal regulations. If this Agreement is not amended by the effective date of any final regulation or amendment to final regulations with respect to HIPAA and HITECH, this Agreement will automatically be amended on such effective date such that the obligations they impose on SIERRA INC. remain in compliance with the regulations then in effect.

PART IV – GENERAL PROVISIONS

- A. **Conflict.** The provisions of this Agreement override and control any conflicting provision of the Underlying Contract. All non-conflicting provisions of the Underlying Contract remain in full force and effect.
- B. **Election to Not Treat As Representative.** Nothing in this Agreement shall be construed to limit the discretion of ETF, under 45 C.F.R. § 164.502 (g) (5), to elect not to treat a person as the representative of an individual.
- C. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any entity other than ETF and SIERRA INC., any rights, remedies, obligations or liabilities whatsoever.
- D. **Documentation.** All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by SIERRA INC. for six (6) years from the date of creation or when it was last in effect, whichever is longer.
- E. **Survival.** The parties' obligations and rights, with respect to SIERRA INC.'s engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement. In particular, the provisions of Part III, Sections D and E, and this section, shall survive termination of the Underlying Contract and this Agreement.

Company Name SIERRA SYSTEMS Inc. Date: 06/06/2013

Authorized Person GAYLYN LAWTON Phone: _____
(Print or type)


(Signature of authorized person)



Statement of Work – PeopleSoft Services

This Statement of Work (this "SOW") is made effective as of **June 10, 2013** (the "SOW Effective Date") and constitutes a Statement of Work entered into pursuant that certain Services Agreement (the "Agreement") by and between Sierra Systems, Inc. ("Consultant," or, as used herein, "Sierra Systems"), and State of Wisconsin Employee Trust Fund ("Client," or, as used herein, "WI ETF") dated effective as of **June 10, 2013**. This SOW describes the Services to be performed, and Deliverables to be provided, by Sierra Systems in completion and satisfaction of the requirements outlined in the Requests, as defined in the Agreement.

This SOW is subject to and governed by the terms and conditions of the Agreement, which are incorporated herein by this reference. In the event and to the extent of any conflicts or inconsistencies between the provisions of this Statement of Work and those of the Agreement, the provisions of the Agreement shall prevail and control, except for any given provision of this SOW that specifically references, and indicates that it modifies or prevails over, a particular section of the Agreement (in which case the provision of this SOW shall prevail over the specified section of the Agreement, but only with respect to this SOW). Capitalized terms used but not defined in this SOW shall have the respective meanings given such terms in the Agreement.

General Information:

Sierra Systems Project Executive	Name:	Jason Berry
	Address:	222 N. Sepulveda Blvd Suite 1310 El Segundo, CA 90245
	Phone:	877-784-8460
	Fax:	854-354-7494
	E-mail:	JasonBerry@SierraSystems.com
Sierra Systems Project Manager	Name:	David Andrade
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	Phone:	678-389-4388
	Fax:	
	E-mail:	DavidAndrade@SierraSystems.com
WI ETF Project Manager	Name:	Peter Blasco
	Address:	801 W. Badger Road Madison, WI 53713
	Phone:	608-261-8916
	Fax:	
	E-mail:	Peter.Blasco@etf.wi.gov
WI ETF Business Sponsor	Name:	Bob Willett
	Address:	801 W. Badger Road Madison, WI 53713
	Phone:	
	Fax:	
	E-mail:	Bob.Willett@etf.wi.gov

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1. PURPOSE

This SOW defines the agreed-upon Services and Deliverables to be provided by Sierra Systems to WI ETF, and the respective rights, responsibilities, obligations, and expectations of the Parties regarding the performance of such Services and the provision of such Deliverables. These Services have been requested by WI ETF, and will be provided by Sierra Systems, so as to implement WI ETF's PeopleSoft Financials 9.2 ("FMIS") system, all in a manner that meets WI ETF's needs and requirements, as described in the RFP and elsewhere in the Agreement.

After execution of this SOW by duly authorized representatives of both WI ETF and Sierra Systems, any changes or modifications to this SOW must follow the Change Order process described in the Agreement and in Section 5.5 of this SOW (the "Change Order Process"). All approved and executed Change Orders will amend and update this SOW, and the amended SOW will then form the new baseline upon which any future changes will be made.

2. SCOPE OF SERVICES

2.1 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED

Sierra Systems will implement the specified PeopleSoft Financials 9.2 modules providing project management, software installation and system administration support, requirements analysis and solution design, configuration and development, testing, training, deployment, and production support services. Sierra Systems and WI ETF will develop standards and controls that will govern project activities throughout the term of this SOW. Sierra Systems and WI ETF will utilize mutually agreed-upon standard templates for all Deliverables, Work Products, Status Reports, and general project information. Most of these templates will be provided by Sierra Systems from its toolkit. Sierra Systems will review, analyze, and confirm WI ETF's current business requirements for the outlined modules and, where appropriate, recommend changes and propose alternatives to business work flows and processes that will benefit WI ETF and eliminate existing inefficiencies. The scope of services provided under this SOW will be verified during the IDP sessions in project Phase II, Analyze and Design. Changes in scope and the associated project price, either increases or decreases, will be reviewed and approved via the Change Order process outlined in section 5.5.

2.2 APPLICATION SCOPE

The following is the list of PeopleSoft Financials 9.2 modules that is expected to be evaluated during the Interactive Design Prototype (IDP) sessions for finalizing project requirements and assessing the fit of delivered PeopleSoft functionality to WI ETF's business requirements. The final application and functionality scope will be determined at completion of the IDP sessions and the project scope will be updated at that time based on an executed change order between Sierra Systems and WI ETF. The anticipated change order may either increase or decrease the project price depending on the resulting scope requested from WI ETF from the IDP sessions. Four (4) weeks have been allocated for IDP sessions. Sierra Systems and WI ETF will coordinate to determine the number of total and concurrent IDP sessions and the alignment of business functions within each session that best supports WI ETF's business analysts and the allocated time.

- General Ledger/Commitment Control
- Accounts Receivable
- Accounts Payable
- Asset Management
- Billing
- Project Costing (limited to IDPs to determine the scope of functionality desired and resulting project impact)

2.3 SYSTEM DEVELOPMENT

For this project, Sierra Systems will utilize its Propel Methodology. Propel Methodology Phase II, Analysis and Design, will be used to confirm the intended project scope for all system development. The currently



expected scope of system development work to be performed under this SOW is set forth below and is used as the baseline for the current project pricing. Any changes to the system development scope of the project (and the reasonably expected number of hours of effort associated with those changes) will be mutually agreed upon by the Parties in the development requirements created in the Analysis and Design phase and reconciled against the scope of work contained herein. The net difference in development hours will be the basis for quantifying a change order. The Change Order Process will be utilized to document any mutually agreed upon changes to the scope of system development work and any associated, corresponding, changes in the Fees payable hereunder. Upon completion of the IDP sessions, and prior to either Party creating any detailed functional specifications or performing development work on the development items, WI ETF will approve the System Development scope.

System Development scope items, for purposes of this SOW, shall include:

1. Application Customizations
2. Interfaces
3. Custom/Modified Reports
4. Workflows
5. Data Conversions

Sierra Systems will utilize offsite development for various components. Sierra Systems will manage this effort and all coordination. WI ETF will be required to provide VPN type access to their environment to facilitate the offsite development.

SYSTEM DEVELOPMENT ITEM	SCOPE STATEMENT
Application Customizations	Zero (0) application customizations per WI ETF's request.
Interfaces	Development of up to 6 interfaces to support WI ETF's integration requirements. <ul style="list-style-type: none"> • WI ETF BPS system • WI ETF LSPS system • WiSMART system (bi-directional) • MyWI ETF Benefits • WEBS /WI ETF One Site system • 535 hours have been included in the project scope for interface technical development work.
Reports	Modify up to 5 PeopleSoft delivered reports to meet WI ETF's specific requirements Create up to 5 new reports for reporting requirements not covered by PeopleSoft delivered reports. Configure up to 15 queries to meet WI ETF's reporting requirements. 250 hours have been included in the project scope for report technical development work.
Workflows	Configure of to three (3) transaction approval workflows with no more than three (3) approval levels. 120 hours have been included in the project scope for workflow technical development work.

SYSTEM DEVELOPMENT ITEM	SCOPE STATEMENT
Data Conversion	Conversion of up to 15 target PeopleSoft components by running at most 3 full "dry-run" conversion tests to allow for users to test and accept converted data prior to the actual production conversion. A PeopleSoft component is a set of solution pages and supporting tables that represent a discrete business function. Examples include: Customers, Contacts, Vendors, Journals, Budget Journals, Accounts Receivable Items, Assets, Funds, Accounts, Departments, Other Chartfields, etc. Conversions are written in the context of the target PeopleSoft components. 900 hours have been included in the project scope for conversion technical development work.

2.4 TRAINING

Sierra Systems will be responsible for training the WI ETF business staff in the use of the PeopleSoft Financials 9.2 software.

The training scope is specific to the PeopleSoft applications and services that are within the scope of this SOW and does not include non-PeopleSoft training such as Operating System, Database and/or hardware platform training. Upon WI ETF's request, the proposed Oracle University technical training has been removed from the project scope.

For WI ETF's approximately sixty (60) OBTF staff and other WI ETF team members, Sierra Systems will provide functional training courses during Phase IV, Test and Train. These training courses will be designed and delivered by Sierra Systems and tailored for WI ETF's specific business processes.

The details of the training course organization, number of sessions, session dates, and participants will be defined in the Training Plan and reflect a collaborative approach between WI ETF and Sierra Systems. The Training Plan is a key project deliverable in Phase IV Test and Train. Sierra Systems will develop training materials via the UPK toolset for up to 1 training course per in-scope module and deliver 1 training session per course for End User training.

WI ETF will provide all training class scheduling and any associated tools for coordinating the classes and tracking the attendance. WI ETF will provide all facilities for all training courses and will print all required training materials for the end users.

If needed, WI ETF will be responsible for verifying that end-user training complies with the Americans with Disabilities Act of 1990, as amended ("ADA"). Sierra Systems will work with WI ETF as a contributor and advisor to verify ADA requirements are met. This means that Sierra Systems will not be responsible for ADA compliance with respect to WI ETF's facility; nor will Sierra Systems have primary responsibility for ADA compliance with respect to training materials / documentation and training delivery. This includes, but is not limited to, responsibility with respect to: (i) disabled classroom and bathroom access; (ii) Braille training and hard-copy documentation; (iii) Braille display or sight enhancement capabilities; and (iv) deaf or hard of hearing adaptation or assistive devices.

2.5 PRODUCTION SUPPORT AND WARRANTY

Sierra Systems will provide production support for up to three (3) months. Production support services will include the following resources:

- ✓ Functional Analyst – 3 months
- ✓ Functional Analyst – 1 month
- ✓ Onsite Development/Conversion Resource – 2 months

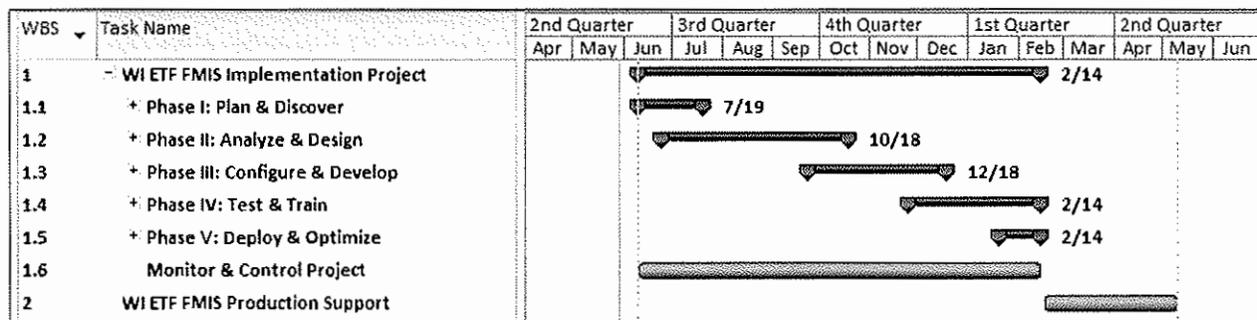
At ETF's request and upon execution of a Change Order, additional production support services can be provided.

Sierra Systems will provide a warranty for one (1) year surrounding the custom development and configuration that is performed by Sierra Systems during this project, provided that the custom development and configuration performed by Sierra Systems is not subsequently altered by WI ETF. WI ETF will be responsible for any changes they make to the solution.

3. PROJECT TIMELINE

The following is the project timeline with regard to the expected duration of each project phase.

WBS	Task Name	Duration	Start	Finish
1	WI ETF FMIS Implementation Project	36.2 wks	Mon 6/10/13	Fri 2/14/14
1.1	Phase I: Plan & Discover	6 wks	Mon 6/10/13	Fri 7/19/13
1.2	Phase II: Analyze & Design	17 wks	Mon 6/24/13	Fri 10/18/13
1.3	Phase III: Configure & Develop	12.5 wks	Mon 9/23/13	Wed 12/18/13
1.4	Phase IV: Test & Train	12 wks	Mon 11/25/13	Fri 2/14/14
1.5	Phase V: Deploy & Optimize	4.2 wks	Mon 1/20/14	Fri 2/14/14
1.6	Monitor & Control Project	36 wks	Mon 6/10/13	Fri 2/14/14
2	WI ETF FMIS Production Support	12 wks	Mon 2/17/14	Fri 5/9/14



4. PROJECT RESOURCES

The tables below outline the required WI ETF and Sierra Systems roles that need staffed for each phase of the project followed by an illustration of the project structure.

WI ETF Project Roles

Sierra Systems

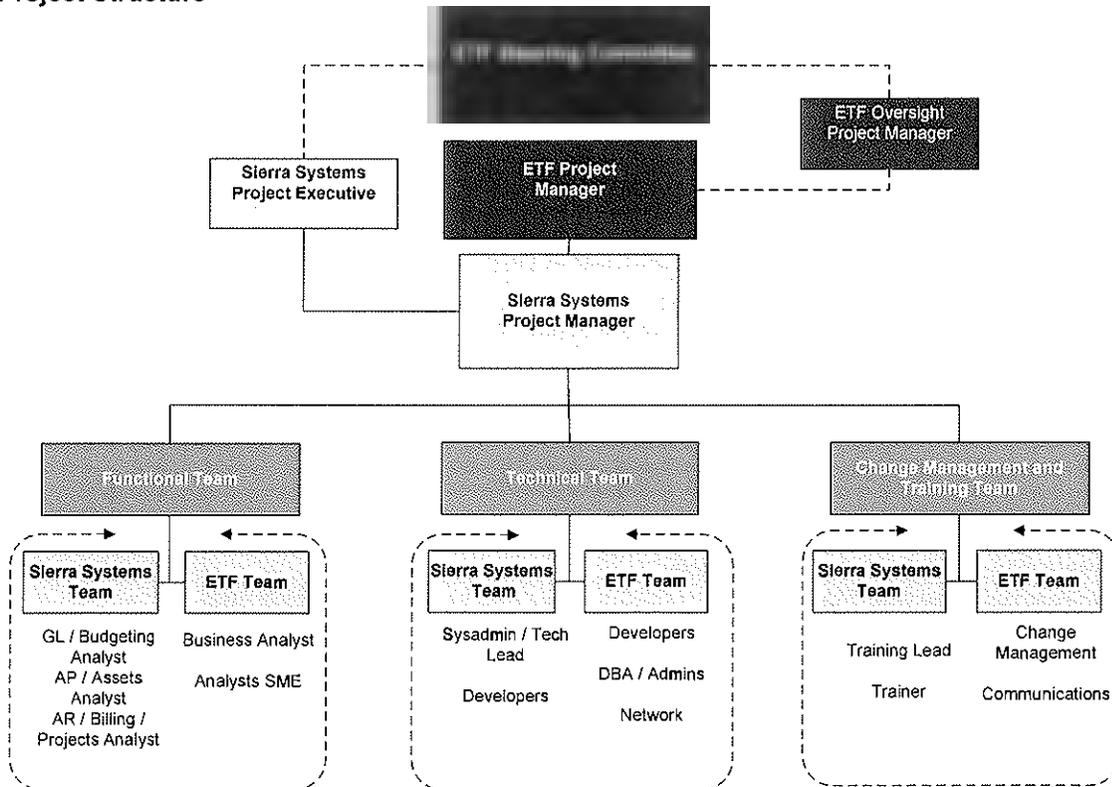
WI ETF Role	Availability (Minimum)	Key Phases Roles will be needed
Steering Committee, Project Executive, Project Director	10%	
Project Manager	100%	I, II, III, IV, V
Business Analyst	20%	I, II, III, IV, V
Subject Matter Expert	10%	I, II, III, IV, V
Developer (Integration / Reporting / Conversion Support)	75%	III, IV, V
Database Administrator / Admin- Environments	75%	I, II, III, IV, V
Change Management / Communications Lead	10%	I, II, III, IV, V
Trainers	50%	IV

Sierra Systems Project Roles

WI ETF Role	Availability	Key Phases Roles will be needed
Project Manager	75-80%	I, II, III, IV, V
Module Consultant/Analysts	100%	I, II, III, IV, V
Sysadmin / Tech Lead	100%	I, II, III, IV, V
Developers	100%	III, IV
Training Lead	100%	III, IV, V
Trainer	100%	IV, V

In order to provide the most qualified team members for each role, Sierra Systems intends to leverage subcontractors where needed and approved by WI ETF.

Project Structure



5. PROJECT GOVERNANCE AND MANAGEMENT PROCEDURES

The following section addresses project governance and project management procedures that shall be used with respect to this SOW and the implementation project to be conducted hereunder.

5.1 PROJECT MANAGEMENT RESPONSIBILITIES

The following table shows the respective project management responsibilities for both WI ETF and Sierra Systems. The Party with Primary responsibility for the management area is noted with a (P), secondary responsibility is noted with a (S).

ACTIVITY	RESPONSIBILITY	
	WI ETF	SIERRA SYSTEMS
PRIMARY DISCIPLINES		
Integration Management		
Identify dependent systems / processes within WI ETF's organization	P	S
Identify competing organizational initiatives within WI ETF	P	S
Manage project work effort to balance integration requirements	P	S
Scope Management		
Finalize project scope	S	P
Approve project scope	P	
Manage project scope	S	P
Manage project change control requests	S	P
Time Management		
Validate phasing schedule		P
Develop work breakdown structure / task definitions		P
Validate task time estimates	S	P
Identify personnel assignments to tasks	S	P
Manage personnel to achieve timely completion of tasks	S	P
Cost Management		
Develop a project cost analysis and timeline for expenditures	P	
Manage project budget	P	
Manage consulting budget and minimize expenses (Secondary for design effort, minimally)	S	P
Quality Management		
Review and approve project deliverables	P	S
Conduct quality reviews		P
Complete follow-up to quality review recommendations	S	P
Human Resource Management		
Manage tasks to meet timeframes	S	P
Develop, manage, and maintain project schedule	S	P
Supervise and coordinate Sierra Systems personnel		P
Supervise and coordinate WI ETF personnel	P	
Communication Management		
Manage project team communications	S	P
Facilitate WI ETF communications	P	
Provide ongoing communication, status updates, support, and feedback	P	S
Prepare for and attend meetings and act as advisors to the Steering Committee	P	S

ACTIVITY	RESPONSIBILITY	
	WI ETF	SIERRA SYSTEMS
PRIMARY DISCIPLINES		
Issue and Risk Management		
Maintain issue tracking and resolution log	S	P
Communicate issues in regular Status Reports	S	P
Mediate all issues/concerns	S	P
Identify and mitigate project risks	S	P
ADDITIONAL DISCIPLINES		
Knowledge Transfer		
Manage pairing of personnel	S	P
Promote knowledge transfer throughout project		P
Change Management		
Develop change management plan	P	S
Integrate change management into on-going project activities	P	S

5.2 DECISION / ESCALATION RESOLUTION PROCESS

The Sierra Systems and WI ETF project team members will be faced with making many decisions through the course of the project. WI ETF, as the project owner, will be responsible for making decisions that impact WI ETF's business processes, procedures, and policies, or the interpretations of legislative or administrative mandates that affect WI ETF. Decisions which impact the scope of the project as described in this SOW will be mutually agreed upon by Sierra Systems' and WI ETF's Project Managers. In the event that WI ETF and Sierra Systems have differing interpretations regarding the designation of any event, requirement, measurement, or deliverable as being subject to a change to this SOW, the parties shall use the following escalation procedure to resolve the dispute:

1. The issue in dispute shall be forwarded, in writing, to the WI ETF Project Manager. Within two (2) Work Days after WI ETF's Project Manager has been notified in writing of the issue, WI ETF's Project Manager and Sierra Systems' Project Manager will convene at WI ETF's facilities and make a good faith effort to settle the dispute.
2. In the event the dispute is not resolved as set forth above within two (2) Work Days after WI ETF's Project Manager has been notified in writing of the issue, as described above, the dispute shall be forwarded, in writing, to Sierra Systems' Project Executive and WI ETF's applicable business sponsor. Such executives shall meet at WI ETF's facilities and make a good faith attempt to settle the dispute within two (2) Work Days after receipt of the written notice.
3. Should the issue not be resolved by Sierra Systems' Project Executive and WI ETF's applicable business sponsor within two (2) Work Days after their receipt of written notice of the dispute, it will be escalated, in writing (or via email) to the respective senior manager of each organization who is not involved on a day to day basis with the project. Such executives shall meet at WI ETF's facilities and attempt to settle the dispute within five (5) Work Days after their receipt of the written notice. Escalation beyond each organization's senior management will be determined by the rights and remedies outlined in the master agreement to which this SOW is subordinate.

5.3 DELIVERABLE ACCEPTANCE PROCESSES

Sierra Systems shall, on an ongoing basis, consult with WI ETF's appropriate personnel with regard to intermediate versions of Work Product and Deliverables, and collaborate with WI ETF's appropriate personnel on key design decisions relating to the project. Final Deliverables will be submitted by Sierra Systems for approval to WI ETF's Project Manager and the applicable Business Analysts. Similarly, Sierra Systems shall notify WI ETF's Project Manager and executive sponsors when Key Milestones (which may involve the

completion of specified Deliverables) are ready to be submitted for Acceptance. Upon WI ETF's Acceptance, as defined in the Agreement, of any given Key Milestone that are Payment Deliverables and Services associated therewith, Sierra Systems shall submit an invoice to WI ETF in accordance with the provisions of the Agreement and the milestone payment schedule contained in Section 8 of this SOW.

WI ETF will either approve or reject deliverables within five (5) business days of receiving a deliverable. Deliverables will be considered approved when authorized signatures are affixed by both WI ETF and Sierra Systems to the associated Deliverable Approval Form. The Project Management team will determine, based upon the significance of the deliverable, the level of signature required. If a deliverable is rejected, specific reasons will be stated and both WI ETF and Sierra Systems will work expeditiously to revise the deliverable. If after three (3) iterations of the Deliverable having been submitted for approval, and rejected, it will be escalated via the Decision Resolution Process outlined in Section 5.2 of this SOW. If WI ETF does not take any action on submitted deliverables after a period of five (5) working days, Sierra Systems will escalate the situation via the Decision Resolution Process outlined in Section 5.2 of this SOW.

5.4 ISSUE RESOLUTION PROCESS

The Sierra Systems and WI ETF Project Managers are responsible for tracking project level Risks and Issues throughout the project. Any stakeholder / end-user may raise a risk or issues. The Sierra Systems and WI ETF Project Manager will regularly review the list of risk and issues, and develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution.

The decision to escalate an issue to a higher level of authority is in many cases based on subjective judgments of the persons involved. However, escalation guidelines and an escalation process do provide a greater degree of consistency and control. Also, it should be noted that usually individuals in the organization closest to the problem can best handle issue resolution and most directly impacted by the issue. Escalation should be used sparingly and reserved those important issues for which a higher level of intervention is required.

Informing upper management of an issue is not considered escalation unless it is clear upper management has accepted responsibility/ownership for resolving the issue.

The table below outlines the basic path and process for when to escalate a project issue:

FROM	TO	REASON TO ESCALATE
Assigned Project Team Member	Sierra Systems / WI ETF Project Manager	<ul style="list-style-type: none"> • Lack of action from others needed to resolve the issue • Resolution requires change in project scope, cost or schedule • Lack of skills or knowledge needed to resolve the issue • Cannot resolve the issue by the target date
Sierra Systems / WI ETF Project Manager	Sierra Systems / WI ETF Project Executive or Business Owner	<ul style="list-style-type: none"> • Lack of action from others, outside the project team, needed to resolve the issue • Cannot obtain needed resources with the skills or knowledge needed to resolve the issue. • Unable to resolve differences with the WI ETF resources relative to the appropriate resolution • Project Change Order is required to resolve the issue
Sierra Systems / WI ETF Project Manager	WI ETF Executive Steering Committee (includes Sierra Systems / WI ETF Project Executives)	<ul style="list-style-type: none"> • Cannot reach agreement on the resolution with WI ETF Project Management • Resolution will require a change in the contractually agreed upon milestones or implementation date • The issue relates to regulatory requirements • The issue cannot be resolved at lower levels (i.e. significant cost, change in WI ETF business policies, etc.)

Should the project issue not be resolved in five (5) business days either party may escalate the issue according to the Decision / Escalation Resolution process as defined in Section 5.2 of this SOW.

5.5 CHANGE ORDER PROCESS

The Change Order Process defines the process that will be utilized in the project to manage and account for changes to project scope, cost, and schedule. All project tasks shall be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The Change Order Process also defines the process for proposed changes to be properly identified and evaluated, as appropriate. The Change Order Process shall be used for any changes to this Statement of Work, including, but not limited to, changes to the scope, the schedule, the approach, roles and responsibilities, or the Fees.

A Change Order request form must be completed for all changes requested by either Sierra Systems or WI ETF. The Sierra Systems Project Manager will be responsible for managing all Change Order requests submitted (whether by Sierra Systems or WI ETF) on the project, in accordance with the following process.

All Change Order requests must be submitted in writing to the Sierra Systems Project Manager, either by email or in printed hard copy form, using the Change Order request form provided in Section 9 of this SOW. Sierra Systems' Project Manager shall assign each submitted Change Order request form a number, in consecutive order, and shall enter the relevant information for each submitted Change Order request form into a catalog called the "Change Control Log", where the forms may be tracked by each Party. Verbal requests or voice mails will not be considered formal Change Order requests.

If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. WI ETF is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).

In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the services contained in this SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.

Based on the estimated work effort and cost, representatives from both WI ETF and Sierra Systems will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected and no further action is required. If the Change Order is accepted via formal signature, the Change Order request will be considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved change will become part of the overall agreement, including this SOW. The amended SOW will become the new baseline document upon which any new changes will be based.

The Applicable Hourly Rates that shall apply to all additional work agreed upon during the Change Order Process in connection with this SOW shall be the standard fixed hourly rate set forth below, unless WI ETF desires that the work under any given Change Order be provided on a fixed fee basis, in which case Sierra Systems shall use the following Applicable Hourly Rates in deriving the fixed fee that it proposes to charge for such work.

Rate for unanticipated and authorized work: **\$178.00/hour all inclusive.**

5.6 MEETINGS

WI ETF and Sierra Systems will participate in various meetings to review the progress of the project. The following table describes some, but not necessarily all, of the types of meetings that will be conducted, their frequency, and the proposed attendees. The schedule of these meetings may be adjusted and updated as necessary, by mutual agreement of the Parties, throughout the project. The Parties' Project Managers will closely monitor the number and effectiveness of meetings throughout the project, agreeing upon changes necessary to achieve appropriate productivity and accomplish project objectives.

TYPE OF MEETING	FREQUENCY	WI ETF ATTENDEES	SIERRA SYSTEMS ATTENDEES
Kick-off	Once at the beginning of the project	WI ETF's Project Manager, WI ETF's project team members, and other WI ETF employees	Sierra Systems' Project Executive and Project Manager, and Sierra Systems' project team
Weekly Status Meeting	Weekly, on the Work Day, and at the time, mutually agreed upon by the Parties	WI ETF Project Manager / WI ETF Project Team Members / other invited WI ETF employees	Project Manager/ Project Team members (as necessary)
Executive Steering Committee Meetings	Monthly, unless otherwise determined necessary by WI ETF	WI ETF's Project Manager and WI ETF's project executives and project sponsors	Sierra Systems' Project Executive and Project Manager
Project Phase Close-out	As scheduled in the Project Plan, at completion of every phase of the project	WI ETF's Project Manager and WI ETF's project executives and project sponsors	Sierra Systems' Project Executive and Project Manager

6. FACILITIES/TOOLS/EQUIPMENT REQUIREMENTS

The following are the minimum facility requirements that Sierra Systems needs in order to properly deliver the Services identified in this SOW. WI ETF will be responsible for providing these facilities to Sierra Systems prior to work being initiated, and WI ETF's facilities provided to Sierra Systems hereunder will be at least equivalent to those provided by WI ETF to its own employees for similar purposes. WI ETF will also be responsible for all costs associated with use of its facilities, including all charges incurred by WI ETF from third parties for the installation and use of telephones and network connections for project purposes only.

Facilities provided by WI ETF for the project hereunder will only be accessible to Sierra Systems' authorized personnel, authorized WI ETF personnel, and WI ETF-authorized third parties. The office areas provided by WI ETF will be fitted by WI ETF with locks, card key entry, or electronic security pads, as WI ETF deems appropriate for security purposes. At a minimum, WI ETF will provide Sierra Systems' personnel with access to locked areas in which to store sensitive information when it is not being used or when Sierra Systems' personnel are not on-site at WI ETF's facilities. WI ETF will also provide Sierra Systems with reasonable access to WI ETF's conference rooms, cafeterias, parking, and other similar facilities, at no charge or at a charge commensurate with that charged by WI ETF to its own employees.

Sierra Systems requires the following facilities and equipment for its project team:

FACILITY/TOOL/EQUIPMENT	DESCRIPTION
Individual Work Space	Each Sierra Systems consultant will need a work space. Whether all Sierra Systems personnel are grouped together or distributed in the various WI ETF business areas is up to WI ETF and how its available work space is allocated. It is recommended that the functional consultants be located with their WI ETF counterparts, if possible. Each consultant work space should have a desk with Internet access and a telephone for project use only.
Network Access	WI ETF will provide the proper VPN and network access to perform the project related activities both onsite and remote.
Email / Scheduling Tools	It is preferable that each Sierra Systems consultant have access to WI ETF's email system and a WI

FACILITY/TOOL/EQUIPMENT	DESCRIPTION
	ETF email address for communicating with the project team. In addition, a scheduling tool for meetings, such as Microsoft Outlook, is preferable.
Conference Rooms	WI ETF will provide at least one conference room dedicated to the project, for conducting project meetings. The conference room will include, at a minimum, a desk or table and six (6) chairs. Additional conference rooms may be needed, occasionally, throughout the project and will be requested through WI ETF's room reservation process.
Internet / Network Access	Minimum of one network line for each work space provided.
Telephone Lines w/ Phones	Minimum of one phone line with phone for each work space provided.
Fax Machines	Access to fax machine for project purposes.
Printers	Access to laser jet printer (or equivalent) for project purposes.
Copy Machines	Access to copy machine for project purposes.
HVAC	Heating and air conditioning available and working in all work areas being provided.
Lights and Temperature Control	Lights and temperature control available and working in all work areas.

7. SECURITY REQUIREMENTS

WI ETF will provide Sierra Systems project staff with appropriate security access to WI ETF's designated work location throughout the term of this SOW within one (1) business of their assignment start date. Sierra Systems requires 24x7 access to the project environments and project documentation library by either physical or virtual methods except during scheduled maintenance events.

8. PAYMENT SCHEDULE

Sierra Systems will provide the Services and Deliverables described in this Statement of Work on a fixed fee basis, in accordance with the payment schedule set forth below. The total fixed Fees for the project shall be \$1,450,000 except for Change Orders executed in accordance herewith. Travel and lodging expenses for the Consultant Personnel are included in these Fees, and no expenses shall be separately reimbursed hereunder.

Sierra Systems will invoice WI ETF according to the payment and retention release schedules defined below. For the Milestone Payments, WI ETF will pay Sierra Systems upon completion and acceptance of each deliverable identified in the Milestone Payment table below.

The Payment schedule below includes a retainage of 15% of the amount for each deliverable.

Upon completion of a specific deliverable and prior to invoicing, Sierra Systems requires that an acceptance certificate be authorized and signed by WI ETF. The acceptance certificate indicates that WI ETF has accepted that specific deliverable. Fixed monthly payments will not require a signed acceptance certificate. Fixed monthly payments will be automatically invoiced per the schedule below.



Table: Payment Schedule

Payment Schedule							
		Consulting Services Fee	\$1,450,000				
		Fixed Monthly Payments	\$362,500	25.00%			
		Milestone Payment Fee	\$1,087,500	75.00%			
		Retainage Amount / %	\$217,500.00	15.00%			
Project Phase	Deliverable ID	Deliverable Name	Estimated Completion Date	Deliverable %	Deliverable Amount	Deliverable Retainage	Invoice Amount
1	1	High Level Project Plan	June 28, 2013	5.25%	\$ 76,125.00	\$ 11,418.75	\$ 64,706.25
1	2	Fixed Monthly Payment 1	July 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
2	3	Fixed Monthly Payment 2	August 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
2	4	System Design Complete	September 6, 2013	10.50%	\$ 152,250.00	\$ 22,837.50	\$ 129,412.50
2	5	Fixed Monthly Payment 3	September 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
2	6	Functional Specifications Complete	October 4, 2013	7.50%	\$ 108,750.00	\$ 16,312.50	\$ 92,437.50
2	7	Fixed Monthly Payment 4	October 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
3	8	Data Conversion FUT Completed	November 1, 2013	7.50%	\$ 108,750.00	\$ 16,312.50	\$ 92,437.50
3	9	Fixed Monthly Payment 5	November 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
3	10	Integration with WSMART FUT Complete	November 15, 2013	3.75%	\$ 54,375.00	\$ 8,156.25	\$ 46,218.75
3	11	Integration with W ETF Applications FUT Complete	November 15, 2013	6.75%	\$ 97,875.00	\$ 14,681.25	\$ 83,193.75
3	12	Testing Plan Complete	December 6, 2013	7.50%	\$ 108,750.00	\$ 16,312.50	\$ 92,437.50
3	13	Fixed Monthly Payment 6	December 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
4	14	Training Materials Complete	January 10, 2014	4.50%	\$ 65,250.00	\$ 9,787.50	\$ 55,462.50
4	15	Fixed Monthly Payment 7	January 15, 2014	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
4	16	System Testing Complete	January 17, 2014	6.50%	\$ 94,250.00	\$ 14,137.50	\$ 80,112.50
4	17	Acceptance Testing Complete	February 14, 2014	6.50%	\$ 94,250.00	\$ 14,137.50	\$ 80,112.50
4	18	Fixed Monthly Payment 8	February 15, 2013	3.125%	\$ 45,312.50	\$ 6,796.88	\$ 38,515.63
5	19	Final Production System, Live System	February 28, 2014	3.75%	\$ 54,375.00	\$ 8,156.25	\$ 46,218.75
Prod Support	20	Production Support - 1st Month Complete	March 14, 2014	3.00%	\$ 43,500.00	\$ 6,525.00	\$ 36,975.00
Prod Support	21	Production Support - 2nd Month Complete	April 11, 2014	1.50%	\$ 21,750.00	\$ 3,262.50	\$ 18,487.50
Prod Support	22	Production Support - 3rd Month Complete	May 9, 2014	0.50%	\$ 7,250.00	\$ 1,087.50	\$ 6,162.50
				100.00%	\$ 1,450,000.00	\$ 217,500.00	\$ 1,232,500.00

Retention Release Schedule				
		Consulting Services Fee	\$1,450,000	
		Fixed Monthly Payments	\$362,500	25.00%
		Milestone Payment Fee	\$1,087,500	75.00%
		Retainage Amount / %	\$217,500.00	15.00%
Phase	Deliverable ID	Release Point	Estimated Release Date	Release Amount
3	12	Testing Plan Complete	December 6, 2013	\$ 72,500.00
5	19	Final Production System, Live System	February 28, 2014	\$ 72,500.00
Prod Support	22	Production Support - 3rd Month Complete	May 9, 2014	\$ 72,500.00
				\$ 217,500.00

9. CHANGE ORDER REQUEST FORM

PROJECT NAME AND CONTROL NUMBER:
REQUESTOR:
ORGANIZATION:
DATE OF REQUEST:

PROPOSED CHANGE(S) AND REASON/JUSTIFICATION FOR CHANGE (INDICATE URGENCY LEVEL)
URGENCY LEVEL: <input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW

DESCRIPTION OF CHANGE

IMPACT OF CHANGE(S):
IMPACT ON PERSONNEL:
IMPACT ON OTHER RESOURCES (E.G., WIRELESS NETWORKS, INFRASTRUCTURE, ETC.):
IMPACT ON SCHEDULE:
IMPACT ON REQUIREMENTS:
IMPACT ON COST:

ASSUMPTIONS / RISKS

ALTERNATIVES TO PROPOSED CHANGE(S) (IF ANY)

SUMMARY OF TOTAL IMPACT OF CHANGE
PERSONNEL:
OTHER RESOURCES:
SCHEDULE:
REQUIREMENTS:
COST:

REQUIRED APPROVALS:

REVIEWER NAME	DEPARTMENT	DECISION	DATE
		<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED	
		<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED	
		<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED	
		<input type="checkbox"/> APPROVED <input type="checkbox"/> REJECTED	

_____ Date _____
Sierra Systems Approval

_____ Date _____
WI ETF Approval

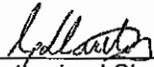


10. AUTHORIZATION

BY THE SIGNATURES OF THE RESPECTIVE AUTHORIZED REPRESENTATIVES OF WI ETF AND Sierra Systems THAT APPEAR BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS READ, AND AGREES TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS SOW.

IN WITNESS WHEREOF, the Parties have caused this SOW to be effective as of the SOW Effective Date.

Sierra Systems, Inc. (Sierra Systems)



Authorized Signature

CAYLYN LAWTON

Printed Name

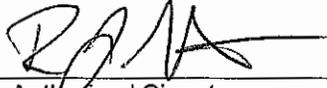
VP FINANCE

Title

June 6/13

Date

State of Wisconsin Employees Trust
Fund (WI ETF)



Authorized Signature

Robert J Marchant

Printed Name

Deputy Secretary

Title

6/10/13

Date

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

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

AGENCY ADDRESS:

Department of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETC0019**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due **MUST** date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal 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. Vendor should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

VENDOR (Name and Address)

Proposals **MUST** be in this office no later than

March 15, 2013, 2:00 PM, CST

Public Opening

No Public Opening

Name (Contact for further information)

Mark Blank

Phone

608.266.8989

Date

February 22, 2013

Quote Price and Delivery FOB

Head Quarters – Madison WI

Description

Financial Management Information Services (FMIS) Implementation Services Request for Proposal (RFP) for the Department of Employee Trust Funds (ETF)

RFP amendments, questions and answers will be posted on the ETF Website at <http://etfextranet.it.state.wi.us> and will not be mailed.

Payment Terms:

Delivery Time:

We claim minority bidder preference s. 16.75(3m) Wis. Stats.. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. The Wisconsin Department of Commerce must certify the bidder. 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.

Yes No Unknown

We are a work center certified under s. 16.752 Wis. Stats. 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

Yes No Unknown

Wis. Stats. s. 16.754 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 proposal 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 proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor or potential competitor, that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor 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 Proposal and all terms of our proposal.

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

Request for Proposal (RFP) ETC0019
Financial Management Information Services (FMIS)
Implementation Services for the Department of Employee
Trust Funds (ETF) Wisconsin Retirement System (WRS)



Issued by the State of Wisconsin
Department of Employee Trust Funds

Release Date: February 22, 2013

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1 BIDDING PROCEDURES AND REQUIREMENTS

1.1 RFP INFORMATION

This section of the Request for Proposal (RFP) details the procedures the proposer must follow to submit a proposal for the Financial Management Information System (FMIS) Implementation Services.

1.1.1 Introduction

The Wisconsin Retirement System (WRS) is the 9th largest public retirement and benefits system in the United States. As of February 2012, the WRS has approximately 260,700 active members, 144,200 inactive members, 166,400 active annuitants and about 1,500 employers. The transition rate to annuitant status is anticipated to continue at the record pace that was set in 2010 and 2011. For more information, please refer to ETF's Website at:

<http://etf.wi.gov>

As part of a global technology initiative that will ultimately procure and install a Benefits Administration System, ETF is seeking to identify a vendor who solely, or through the use of clearly defined and well-managed subcontractors, can provide implementation services to assist ETF in replacing ETF's current system of spreadsheets and databases by installing, configuring, and (minimally) customizing a PeopleSoft solution. The vendor will initially develop and execute a project plan which will detail the schedule and resources necessary to perform the requirements validation, implementation, data conversion, testing, training, and knowledge transfer to ETF staff. Subsequently, the vendor will execute the approved plan and any selected options with the goal that ETF will go live on the replacement FMIS by ETF's desired go-live date of 2 December 2013.

1.1.2 Procuring and Contracting Agency

This RFP is issued for the State of Wisconsin by the Department of Employee Trust Funds. The Department is the sole point of contact for the State in the selection process. The terms, ETF, Department and Board may be used interchangeably in this document and its attachments.

Prospective proposers are prohibited from contacting any person other than the individual listed here regarding this RFP. Violation of this requirement may result in the proposer being disqualified from further consideration.

ETF utilized the services and knowledge of LRWL Inc. in the development of this RFP. Certain clauses and formats and contents that pre-existed ETF's relationship with LRWL and are not already the State of Wisconsin's property are considered proprietary trade secrets by LRWL Inc., and may be protected by the copyright laws of the United States. This paragraph does not prohibit any government entity in Wisconsin from using this RFP's content.

Express delivery:

Mark Blank
RFP ETC0019
Dept. of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

Mail delivery:

Mark Blank
RFP ETC0019
Dept. of Employee Trust Funds
PO Box 7931
Madison, WI 53707-7931

Telephone: (608) 266-8989
FAX: 608-267-0633
E-mail: ETFProcurement@etf.wi.gov

1.1.3 Definitions

The following definitions are used throughout the RFP:

Annuitant see "Retiree or Annuitant" below.

Board means the State of Wisconsin Employee Trust Funds Board.

Contractor means the proposer who is awarded the contract.

BAS means Benefits Administration System (BAS) or equivalent.

Department means the Wisconsin Department of Employee Trust Funds (ETF).

DOA means the Department of Administration.

ETF means the Wisconsin Department of Employee Trust Funds.

FMIS means Financial Management Information System; in this case, PeopleSoft.

Participant means any person included within the provisions of the Wisconsin Retirement System by virtue of being or having been a participating employee whose account has not been closed under s.40.25 (1) or (2).

Proposer see "Vendor or Proposer" below.

Retiree or Annuitant means a State or WPE member who is retired and receives an annuity or lump sum benefit from the Wisconsin Retirement System.

RFP means Request for Proposal.

SPOC means single point of contact.

SWAP means the University of Wisconsin-Madison's Surplus With A Purpose program for disposing of surplus equipment.

Vendor or Bidder or Proposer (used interchangeably) means a firm or individual submitting a proposal in response to this RFP.

WRS means Wisconsin Retirement System.

Please see ETF's glossary on their home page at: <http://etf.wi.gov/glossary.htm> for additional definitions.

1.1.4 Clarification of the Specifications and Requirements

Any questions concerning this RFP must be submitted via e-mail using the format specified below in Table 1 on or before the date identified in Section 1.1.7, to the individual identified in Section 1.1.2. Proposers are expected to raise any questions they have concerning the RFP at this point in the process.

Table 1 Format for Submission of Vendor Questions

No.	RFP SECTION	RFP PAGE	QUESTION
Q1			
A1			
Q2			
A2			

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the individual identified in Section 1.1.2 of such error and request modification or clarification of this RFP document.

In the event it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be published on the Department's Extranet at:

<http://etfextranet.it.state.wi.us/>

and will not be mailed. Electronic versions of the RFP and all appendices and exhibits are available on ETF's Extranet.

1.1.5 Vendor Conference

A vendor conference may be held on the date identified in Section 1.1.7 at the address identified in Section 1.1.2. The conference is an opportunity to ask questions. The Department will not be responsible for costs incurred by vendors attending the vendor conference. Representatives will be limited to two per vendor. If the Department decides to hold the vendor conference, a notice will be posted on the Department's Extranet referenced in Section 1.1.4.

NOTE: Unless the notice discussed above is posted, no conference will be held.

E-mailed questions are due by the date listed in Section 1.1.7 and may be addressed at the vendor conference, should one occur. Only written responses will bind ETF. ETF will prepare written responses to written questions by the date identified in Section 1.1.7.

If a vendor conference is held, responses to all questions submitted at that conference will be published on the Department's Web site listed in Section 1.1.4.

1.1.6 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 1.1.2.

1.1.7 Calendar of Events

Listed below are the important dates by which actions related to this RFP must be completed. In the event that the Department finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP via the ETF Extranet listed in Section 1.1.4. No other formal notification will be issued for changes in the estimated dates.

Table 2: Calendar of Events

DATE	EVENT
02/22/2013	Issue RFP
03/01/2013; 2:00 P.M. CST	Letter of intent and vendor questions due
03/05/2013	Vendor conference (if necessary)
03/06/2013	Post answers to questions on ETF Extranet
*03/15/2013; 2:00 P.M. CST	RFP proposals due
04/02/2013	Notify Vendors of intent to award contract
04/03/2013	Begin contract negotiations
04/15/2013	Contract Start Date
12/02/2013	Desired go-live date

*All dates are estimated with the exception of RFP proposal due date and time.

1.1.8 Letter of Intent

A letter of intent indicating that a proposer intends to submit a response to this RFP should be submitted to the Department by the date indicated in Section 1.1.7. In the letter, identify the proposer's organization and give the name, location, telephone number, fax number and e-mail address of one or more persons authorized to act on the proposer's behalf. Proposers should submit the letter of intent via email to the address in Section 1.1.2. The letter of intent does not obligate the proposer to submit a response.

1.1.9 Contract Term and Funding

The contract term for providing the consulting services will commence on the contract start date and shall extend through December 31, 2018. The Department retains the option by mutual agreement of the Department and the successful proposer to extend the contract for two (2) additional one (1)-year periods extending the contract through December 31, 2020.

Cost increases for any contract renewals may be capped at the rate of inflation or 3% per annum (whichever is lower) from the contract effective date to one year prior to the renewal date as measured by the National (U. S. City Average) consumer price index for all urban consumers (CPI-U) base period 1982-84=100, not seasonally adjusted, unless justified by the contractor and otherwise agreed to by the Department.

1.1.10 Criminal Background Verification

The Department follows the provisions in the *Wisconsin Human Resources Handbook Chapter 246, Securing Applicant Background Checks*:

<http://oser.state.wi.us/docview.asp?docid=6658>)

The vendor is expected to perform background checks that, at a minimum, adhere to those standards. This includes the criminal history record from the Wisconsin Department of Justice (DOJ), Wisconsin Circuit Court Automation Programs (CCAP), and other state justice departments for persons who have lived in a state(s) other than Wisconsin. More stringent background checks are permitted. Details regarding the vendor's background check procedures should be provided to ETF regarding the measures used by the vendor to protect the security and privacy of program data and participant information. A copy of the result of the criminal background check the vendor conducted must be made available to ETF upon its request. ETF reserves the right to conduct its own criminal background checks on any or all employees or contractors of and referred by the vendor for the delivery or provision of services.

1.1.11 Financial Stability Verification

High scoring vendors may be asked to substantiate their financial stability. This includes furnishing a copy of your company's audited financial statements or financial statement compilations from the last two years. The Department reserves the right to request additional information to verify your company's financial status.

1.1.12 Business Associate Agreement

A Business Associate Agreement must be agreed to and signed by the winning bidder. The intent of the Agreement is to comply with state laws and with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) concerning the privacy, security and transaction standards on the confidentiality of personal information. A Business Associate Agreement is located in Appendix G.

1.2 PREPARING AND SUBMITTING A PROPOSAL

1.2.1 General Instructions

The evaluation and selection of a vendor will be based on the information submitted in the proposal, references, any required presentations, and responses to requests for additional information or clarification.

Failure to respond to each of the requirements in Sections 3 and 4 of this RFP may be the basis for rejecting a proposal.

Elaborate, unreasonably long or verbose proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

1.2.2 Incurring Costs

The State of Wisconsin, the Department and the Board are not liable for any costs incurred by vendors in replying to this RFP, attending the vendor conference, or making requested oral presentations.

1.2.3 Submitting the Proposal

Vendors must submit one (1) original (marked "Original") and six (6) complete paper copies of the proposal, including the transmittal letter and other related documentation as required by this RFP.

Two (2) complete un-locked and non-password protected electronic copies (i.e., MS Word) of the proposal must also be provided on CD-ROM. In addition, two electronic copies with all confidential material redacted must be provided on CD-ROM and marked as “Redacted for Confidentiality” per Appendix C.

Each paper copy of the vendor’s proposal must follow the format indicated in Section 1.2.4. Each electronic copy of the proposal and associated appendices and exhibits must be saved in the format provided.

Electronic versions of the RFP and all appendices and exhibits are available on ETF’s Extranet. Proposals submitted via fax or email will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal for purposes of this RFP.

All paper copies of a vendor’s proposal must be packaged, sealed, and show the following information on the outside of the package:

- “[Proposer’s Name and Address]”
- “TECHNICAL PROPOSAL”
- Title: ETC0019
- Proposal Due Date

One (1) original Cost Proposal (marked “Original”) and six (6) paper copies of the vendor’s Cost Proposal (Appendix F) must be sealed and submitted as a separate part of the proposal.

Two (2) complete un-locked electronic copies of the Cost Proposal (Appendix F) must also be provided on a separate CD-ROM.

All paper copies of the cost proposal must be packaged, sealed, and show the following information on the outside of the package:

- “[Proposer’s Name and Address]”
- “COST PROPOSAL”
- Title: ETC0019
- Proposal Due Date

1.2.4 Proposal Organization and Format

Proposals must be typed and submitted on 8.5 by 11-inch paper and bound securely. The response must exactly follow the same numbering system, use the same headings, and address each point given in Sections 3 and 4.

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.” Electronic access to such materials is preferred.

Proposers responding to this RFP must comply with the following format requirements.

1. PROPOSER CHECKLIST: Complete the proposer checklist provided as Appendix A to this RFP and include it with your proposals
2. Tab 1 – TRANSMITTAL LETTER: A signed transmittal letter must accompany the proposal. 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:
 - I. Name, signature and title of proposer’s authorized representative
 - II. Name and address of company
 - III. Telephone number, fax number, and e-mail address of representative

- IV. Title and RFP number: Financial Management Implementation Services ETC0019
 - V. Executive Summary
3. Tab 2 – REQUIRED FORMS: The vendor must complete and/or include the following required State of Wisconsin forms:
 - I. Proposer's Checklist – Appendix A
 - II. Mandatory Requirements – Appendix B
 - III. Designation of Confidential and Proprietary Information – Appendix C
 - IV. Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) – Appendix D and Special Terms and Conditions – Section 4.10
 - V. Vendor Information (DOA-3477) and Vendor References (DOA-3478) – Appendix E
 4. Tab 3 – RESPONSE TO SECTION 3: Minimum Vendor Requirements: Provide a point-by-point response to each and every statement in Section 3 of this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
 5. Tab 4 – RESPONSE TO SECTION 4: Scope Of Work: Provide a point-by-point response to each and every statement in Section 4 of this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
 6. Tab 5 – ASSUMPTIONS AND EXCEPTIONS: All assumptions and exceptions must be included in this tab. Provide a succinct explanation for each item as well as a reference to the section of the proposal it relates to. Any assumption or exception made but not included in this Tab 5 will be invalid. 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 this section, they may not be discussed or considered during contract negotiations. When documenting assumptions and exceptions, clearly label each exception with one of the following labels:
 - RFP Assumption
 - RFP Exception
 - Standard Term Exception
 7. **Under separate cover: Submit a Cost Proposal as described in Appendix F. No mention of the cost proposal may be made in any other part of the response to this RFP. Inclusion of cost information other than in the cost proposal may result in disqualification of the proposal. Failure to provide a cost proposal or failure to provide it under separate cover will result in disqualification.**

1.2.5 Multiple Proposals

Multiple proposals from a vendor are not permissible.

1.2.6 Contacting Vendor References and Conducting Site Visits

By submitting a proposal in response to this RFP, the vendor grants rights to the Department to contact or arrange a visit with any or all of the vendor's clients and/or references.

1.3 PROPOSAL REVIEW AND AWARD PROCESS

1.3.1 Preliminary Evaluation

Proposals will initially be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements as stated in Appendix B or failure to follow the required instructions for completing the proposal as specifically outlined in Section 1 may result in the rejection of the proposal. If no vendor meets one or more of the mandatory requirements, the state reserves the right to continue the evaluation and select the proposal that most closely meets the requirements.

1.3.2 Selection Process

Proposals that pass the preliminary evaluation will be reviewed by an evaluation committee and scored against stated criteria. The committee will review written proposals, references, additional clarifications, and may require oral presentations, site visits, and other information to evaluate whether the proposal fulfills all of the specifications and requirements for this RFP. The evaluation committee's scoring will be tabulated and proposals will be ranked based on the numerical scores received.

Based on the results of the evaluation and taking into account all of the evaluation factors, the proposal(s) determined to be most advantageous to the Department may be selected by the Department for further action.

1.3.3 Oral Presentations

The proposer may be required to provide a personal interview with the Department staff. Failure of a proposer to make a presentation to the Board or Department on the date scheduled or to respond to requests for additional written information may result in rejection of the submitted proposal.

1.3.4 Evaluation Criteria

Proposals must be as succinct as possible in providing an accurate picture of the vendor's ability to meet ETF's needs in a thorough, accurate, responsive and cost-effective manner. Any proposal that does not adhere to RFP requirements may be rejected as not responsive to the RFP without further consideration. ETF will evaluate proposals to determine which proposer will best satisfy all requirements set forth in this RFP. The following presents the evaluation criteria that will be used in determining the finalist(s).

Proposals will be evaluated based on the following weighted percentages:

- Project Understanding and Approach – 50%
- Experience, Qualifications and References – 30%
- Price Proposal – 20%

Proposals that do not fall within a competitive range will not be considered for the award and the proposers will be notified of such. Best and final offers may be requested.

1.3.5 Award

The contract will be awarded to the vendor whose proposal is determined to be the most advantageous and best value as determined by the Department. The agency reserves the right not to award a contract as a result of this RFP. If contract negotiations cannot be concluded

successfully with the awarded proposer(s), the State may negotiate a contract with the next highest scoring proposer(s).

1.3.6 Notice of Award

All vendors who respond to this RFP will be notified of the Department's intent to award the contract as a result of this RFP.

1.3.7 Right to Reject Proposals

The Department reserves the right to reject any and all proposals. The Department may negotiate the terms of the contract, including the award amount, with the selected vendor prior to entering into a contract.

1.3.8 Appeals Process

The appeals procedure applies only to those requests for bids/proposals for services that are over \$50,000. Notices of intent to protest and protests must be made in writing. Written protests must be as specific as possible and must identify statutes and the Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the award of a contract must be filed with Robert Conlin, Secretary, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, and received in that office no later than five (5) working days after the notices of the intent to award are issued. A copy of the notice of intent to protest must also be sent to the purchasing officer named in Section 1.1.2.

The written protest itself must be received in the Secretary's Office at the above address no later than ten (10) working days after the notices of the intent to award are issued. A copy of the written protest must also be sent to the purchasing officer at address listed in Section 1.1.2.

The decision of the Secretary may be appealed to the Secretary of DOA within five (5) working days of issuance, with a copy of such appeal sent to the RFP manager. The appeal must allege a violation of a statute or a provision of a Wisconsin Administrative Code.

2 BACKGROUND

The section includes information provided to assist the proposer in completing the RFP response document. This section is for informational purposes; no response is required from the proposer unless elsewhere stated. For additional information on the programs, please review the following program information and related Web sites:

Table 3: Reference Materials

DOCUMENT	WEB ADDRESS
Employee Trust Funds Internet Site	http://etf.wi.gov/
Risk Remediation Roadmap for Online Self Service	http://etfextranet.it.state.wi.us/etf/internet/RFP/tim/risk-remediation-etj0038.pdf
2010 Comprehensive Annual Financial Report (CAFR)	http://etf.wi.gov/about/2010_cafir.pdf

2.1 AGENCY HISTORY

The Department of Employee Trust Funds (ETF) is the Wisconsin state agency that administers benefit programs for the State of Wisconsin and most local government employers. The Wisconsin Retirement System (WRS) is ETF's largest program, providing Defined Benefit plan retirement benefits for more than 577,000 current and former state and local government employees via more than 1,500 employers in 2013.

Federal law, state statutes, state administrative code, and the common law of fiduciaries regulate ETF's programs. The agency is overseen by five independent governing boards, and WRS trust funds are held on behalf of ETF benefit program members and employers. ETF administers the WRS according to Chapter 40 of Wisconsin State Statutes and has a fiduciary responsibility to administer the trust solely for the benefit of WRS participants.

Other ETF-administered programs include health insurance, life insurance, long-term and short-term disability, employee reimbursement accounts, commuter benefits, long-term care insurance, deferred compensation and the accumulated sick leave conversion credit program. ETF also serves as the state's designated Social Security reporting agent for Wisconsin public employers. Currently ETF administers programs for WRS members and University of Wisconsin graduate assistants (non-WRS members). Recent legislation (Act 133) requires ETF to administer health insurance for non-ETF members, specifically local government employees. Other legislation (Act 32) requires ETF to administer health insurance for a small group of members transferred to the state but who remain under the Milwaukee County Retirement System. The members affected under Act 32 will not have access to any other ETF benefits; only health insurance benefits. ETF is currently assessing the impact of these two new Acts on their current systems and planning solutions to administer them.

Participation in the WRS by eligible employees is mandatory for retirement benefits, but optional for other programs. The Department collects contributions, but does not invest assets in the trust funds created for these programs. The State of Wisconsin Investment Board (SWIB), a separate state agency, professionally manages the investments of the WRS trust funds.

2.2 GOVERNANCE AND MEMBERSHIP SIZE

There are five Boards of Trustees associated with ETF. The Boards set policy and review the overall administration of the benefit programs provided for state and local government employees. The thirteen-member ETF Board has oversight responsibility for the Department.

The five governing Boards are:

- Employee Trust Funds Board (13 members)
- Teachers Retirement Board (13 members)
- Wisconsin Retirement Board (9 members)
- Group Insurance Board (11 members)
- Deferred Compensation Board (5 members)

ETF is responsible for:

- Collecting all money due to the trust funds
- Calculating and ensuring appropriate disbursement of all benefit payments from the trust funds
- Providing information to, and answering inquiries from, participating employees and employers
- Establishing the controls, systems, and procedures necessary to ensure the appropriate administration and security of the trust

Wisconsin public employers are eligible to participate in the WRS. The system covers employees of the State of Wisconsin, employees of local government employers who elect to participate, and Milwaukee Public School District teachers. Employees of the City of Milwaukee and Milwaukee County are covered under different pension systems. Some employers are required by law to participate in the WRS (e.g. all state agencies and all Wisconsin school districts). For other public employers, participation is optional. An employer's resolution to participate in the WRS is irrevocable. As of December 2011, 27% of all employers were state government employers and 73% were local government employers. Currently there are more than 1,500 employers participating in the WRS, including 59 state agencies.

As reported in the 2010 CAFR, there were 572,219 participants in the WRS. The following table shows the breakdown of those participants.

Table 4: Participant Figures

PARTICIPANT TYPES	QUANTITY (FROM 2010 CAFR)	
	SUB-TOTAL	TOTAL BY TYPE
Retired Members (retirees, disability benefit recipients, and beneficiaries)		159,787
Active Employees		266,629
General	242,328	
Elected Officials and Appointed State Executives	1,430	
Protective with Social Security Coverage	20,110	
Protective without Social Security Coverage	2,761	
Inactive Members		145,803

General active employees include public school teachers (about 35% of total generals), university faculty (about 8%), and other general employees such as employees of state agencies (about 57%).

The ETF administered Health Insurance programs receive annual premiums of over \$1.5 billion. The premiums provide for 240,000 covered lives and include all state employees and over 380 units of local government. There are 20 health or self-insured plans, and ETF administers a \$220 million pharmacy benefit program.

ETF's life insurance administration includes over 175,000 insured lives with annual paid benefits of \$30 million. It has over \$26 billion of coverage in force and includes all state employees and over 700 units of local government.

Employee Reimbursement Accounts receive annual contributions of \$19.1 million. Currently there are 10,300 enrollees using this program.

2.3 FINANCE ORGANIZATION AND STAFF

ETF's Office of Budget and Trust Finance (OBTF) is comprised of the agency's Office of Trust Finance and Data Analysis (OTFDA) and Budget/Policy sections. The OBTF is responsible for managing the agency's operating budget, biennial budget development, fiscal estimates, and procurement. The OBTF oversees the financial management and reporting responsibilities,

including implementing and controlling ETF's accounting systems. The OTFDA also collects and posts employer monthly contribution deposits and allocates funds as a result of the employer annual reconciliation currently performed by Employer Services. Finally, OTFDA manages the contribution systems and coordination of the department's annual WRS processing activities including the generation and distribution of annual retirement account statements to active and inactive participants.

The OTFDA is responsible for the preparation of a variety of periodic financial reports to managers inside and outside the department. These reports allow users to monitor, control and understand the trust funds administered by the department. The department's primary financial report is the Comprehensive Annual Financial Report. It includes audited financial statements, statistical, actuarial and investment data, and descriptive information about the department and the programs it administers. The office also prepares financial reports for the Boards who are responsible for overseeing the department. Periodic financial status reports are prepared for select programs providing program managers with timely information on the condition of those programs. A variety of other financial and statistical reports are prepared as needed to meet the needs of management and the public. The OTFDA is comprised of the GAAP/Actuarial Team, Insurance Programs Team, and a Retirement Programs Team.

Functions performed within OTFDA include:

- Remittance processing which includes the collection, deposit and reconciliation of WRS contributions, and health, life, and income continuation insurance premiums
- Reconciliation of Employee Reimbursement Account deductions
- Employer system maintenance
- Employer invoice distribution and collection
- Reconciliation of daily system control totals
- Service purchase buyback application/remittance processing
- Qualified Domestic Relations Order (QDRO) enrollment and processing
- Post WRS reconciliation processing
- Generation and distribution of annual WRS Statements of Benefits
- Performing federal IRS testing to ensure compliance with contribution and compensation limitations
- Annual Interest crediting to open accounts
- Rate calculation for various programs (i.e. duty disability)
- Make payments to vendors and third-party providers

The Budget/Policy section of OBTF performs the budgeting, purchasing, and annual reporting duties for ETF. Functions performed by Budget/Policy include:

- Develop and administer ETF's biennial budget
- Establish the agency's detailed operating budget
- Monitor the operating budget throughout the year and provide regular reports to the Secretary's Office on the status of the budget
- Procure goods and services as needed for efficient department operation
- Make payments to department vendors
- Assure that all bills for department administration are paid timely and accurately
- Coordinate the fiscal estimate process

- Coordinate requests for proposals or bids

2.4 CURRENT SYSTEMS

2.4.1 Existing Accounting System

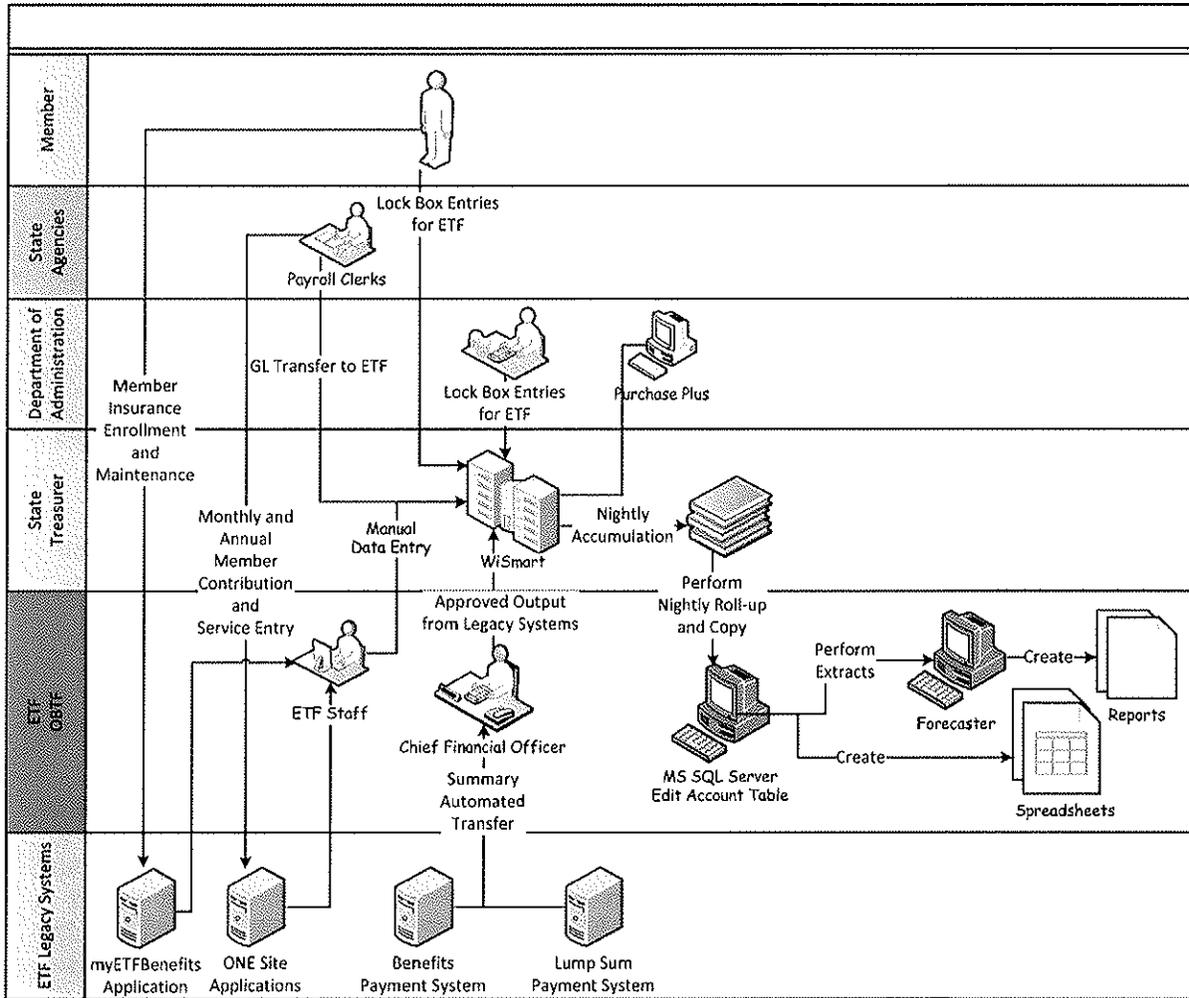
The current financial systems were developed using MS Access and Excel. Recently, the MS Access database was replaced with MS SQL Server. This database is referred to as "Edit Account Table," and it supplies the data to the spreadsheets that are used throughout the OBTF.

The data that is used to populate the SQL Server databases comes from the state hosted WiSMART system. WiSMART is where ETF enters daily financial transaction information. WiSMART also receives data from state agencies as well as ETF's Benefit Payment System (BPS) and Lump Sum Payment System (LSPS). WiSMART is ETF's official book of record and maintains both summary and detail level transactional data. In turn, a daily download is made available from WiSMART. This download is used to populate ETF's Microsoft SQL Server databases. The types of information downloaded include but are not limited to revenue, expense, balance sheet, and encumbrance transactions. This downloaded data is loaded into the Edit Account Table database through queries and is also used to populate spreadsheets for further processing. MS Forecaster is used to produce various financial reports and statements from summary information taken from the Edit Account Table database and stored in the MS Forecaster database (MS SQL Server database). Budgetary analysis is performed using an Excel add-in to Forecaster. The data stored in MS Forecaster is a summarized version of data that is stored in the above mentioned MS SQL Server database.

The Budget/Purchasing staff utilizes several systems in addition to WiSMART and MS Forecaster to perform their duties. For the purchasing activities, three separate systems are used to complete the purchasing processes. For most information technology purchases using an ETF credit card (referred to as p-card), the Simple Requisition System (SRS) is used. The SRS system is an ETF developed application. For purchases over \$5000 and/or purchases that require payment via check (not p-card), the DOA-hosted, web-based Purchase Plus (P+) purchase order system is used. The P+ system also provides automated updates into WiSMART for purchase orders and payments. Accounts Payable (AP) uses P+ to make payments tied to purchase orders and direct payments not tied to purchase orders. AP also uses Wismart to process travel vouchers and DOA general service billings.

Figure 1 provides a visual of the flow of data into WiSMART and subsequently into and through the ETF Edit Account Table database:

Figure 1: Current ETF Accounting System Data Flow



A partial example of the documentation available for the interface file that comprises the summary automated transfer between the Benefits Payment System and WiSMART appears in Appendix H of this RFP. Documentation for all of the interfaces indicated in Figure 1 is available to the selected vendor.

2.4.2 Existing Accounting-Related Processes

Below, we have arranged OBTF's processes into common accounting functions. Table 5 identifies these common processes and details what system or spreadsheet is used by OBTF to fulfill the processes.

Table 5: OBTF Processes and Systems

FIXED ASSET MGMT	GENERAL LEDGER	ACCOUNTS PAYABLE	ACCOUNTS RECEIVABLE	BUDGETING	REPORTING	INVENTORY	PURCHASING
MS Access*	WiSMART	WiSMART	WiSMART	MS Forecaster	MS Forecaster	*MS Access	WiSMART
	Edit Account Table	P+		Excel	Excel		PCards

FIXED ASSET MGMT	GENERAL LEDGER	ACCOUNTS PAYABLE	ACCOUNTS RECEIVABLE	BUDGETING	REPORTING	INVENTORY	PURCHASING
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Edit Account
Table

SRS (MS Access)

P+

P+

* The Fixed Asset Management and Inventory processes use the same MS Access database.

2.4.3 Existing Accounting System Interfaces

The current interfaces are described below:

- 1. BPS Daily Upload to WiSMART** – BPS provides for a daily upload file to WiSMART with data that will generate an Accounts Receivable (AR) transaction. An example of the type of transactions is the processing associated with the death of an annuitant:
 - The death notification is received after one or more monthly retiree payrolls are completed.
 - The annuitant's estate must reimburse ETF for the monthly annuities that were incorrectly paid.
 - An accounts receivable transaction is generated in BPS and uploaded from BPS to WiSMART.
 - Once the transaction is entered into WiSMART, it then follows the standard data flow through WiSMART and is downloaded to OBTF's Edit Account Table database.
- 2. BPS Monthly Upload to WiSMART** – BPS provides for a monthly annuity file for processing in WiSMART. When this process is run, BPS also generates a paper voucher that is delivered to OBTF. Once the electronic records are uploaded to WiSMART, OBTF compares the WiSMART entries with the paper voucher entries. If they balance, OBTF approves the transactions and initiates the posting. The transactions are then pushed from WiSMART to OBTF's Edit Account Table database. The BPS process also creates a check file that is sent to DOA for printing the monthly annuity checks, which must also be approved by OBTF.
- 3. LSPS upload to WiSMART** – The LSPS upload process is a weekly process. Once a week the lump sum payments are transferred to WiSMART. Paper vouchers are created and OBTF manually checks WiSMART against the paper vouchers. Once balanced and approved in WiSMART, records are pushed down to the Edit Account Table database. The checks are printed and mailed at DOA via a check file produced out of LSPS.
- 4. Employer Monthly Reporting to WiSMART** – During the monthly reporting cycle, all employers report total contributions to be deposited into the ETF retirement funds for that month based upon the number of employees and the employee's salaries. The employers use the ETF hosted web based system One Site for entering the earnings, and One Site validates the employer's calculations of the amount of contribution the employer owes ETF. One Site is an online application that the employers use to report monthly contributions. About 30-40 employers still use a paper form to report the earnings and contribution amounts. When a paper report is received, ETF staff enters the information into One Site. After using One Site to validate the contribution amount owed to ETF, the employer pays the contribution amount via an ACH transaction. The ACH transaction creates a cash receipt transaction in WiSMART. These cash receipt transactions are downloaded to the Edit Account Table database.
- 5. Employer Annual Reporting** – This is not a direct interface to WiSMART. However, it is part of the annual reconciliation process. The annual reconciliation process is a major undertaking each year. Changes in this area open up a big opportunity for a process improvement for ETF.

Annually, employers report contribution, salary, and service information for each individual employee. The information reported is transmitted to the ETF WEBS system. Since OBTF has all the previously reported monthly employer contribution amounts in their Edit Account Table database, they balance the monthly information with the annual detail information sent to WEBS. This annual balancing process is difficult and time consuming, usually taking 2 to 3 calendar months.

6. **ETF Manual Entry** – ETF staff manually enters transactions such as annual closing entries, adjustments between ETF funds, and cash receipt transactions into WiSMART on a daily basis. The detailed transactions are electronically pushed from WiSMART into the Edit Account Table at ETF.
7. **Bank Lockbox** – Bank lockbox transactions occur when a check is written to ETF and needs to be deposited. Currently, two banks process the checks. Once the bank processes the check and sends the information to DOA, DOA in turn creates multiple cash receipts in WiSMART that credit ETF's account. The cash receivables are picked up in the nightly process and downloaded to the Edit Account Table database.
8. **Monthly Health Insurance Allocation System (EVP)** – The EVP system tracks and reports what employers owe for monthly health insurance. This information is manually entered into an Excel spreadsheet by ETF staff. The information is broken down by employer and the various organization costs such as health insurance, drug costs, and administration fees. This MS Excel spreadsheet is then uploaded into WiSMART creating AR transactions.
9. **Purchase Plus (P+)** – The P+ system processes and tracks ETF purchases over \$5000 and for purchases less than \$5000 that require payment via check. The P+ system interfaces with WiSMART by delivering accounts payable transactions for purchase orders and cash transactions for payments made.
10. **Pulls from WiSMART** – OBTF pulls data from WiSMART as part of their operations:
 - Check numbers from the DOA check writing process where a file from DOA is used to populate the check numbers on BPS and LSPS
 - An accounts receivable update file which is used to populate a WEBS table containing account receivable balances (not part of the financial interface, this will go away once the new financial management systems AR module is implemented)
 - The daily download into ETF's Editacct database
 - In the future, contribution payments (funds transfers) from State agencies as well as cash receipts created by DOA relating to lock box transactions.

2.5 STRENGTHS, SHORTCOMINGS, AND OPPORTUNITIES FOR IMPROVEMENT

As part of ETF's analysis of its accounting processes, ETF identified the following observations about processing and organizational strengths and weaknesses in the current processing and opportunities for improvement.

2.5.1 Strengths

Observed current system strengths, such as:

1. **Experienced staff** – ETF staff have considerable experience working with the current system environment which provides them with a good understanding of all the various spreadsheets and processes.
2. **Use of MS Excel** – MS Excel is widely known and used as a reporting and data manipulation tool. ETF staff is well versed in MS Excel allowing them to easily adapt to using new or shared

spreadsheets. The knowledge they have and the multiple tools and systems they have available enables the staff to accommodate most needs.

3. **Good data accuracy** – ETF staff are confident that the accuracy of the data and the results produced by the systems are of high quality.
4. **Flexible reporting** – MS Forecaster report functionality is flexible and allows ETF staff to produce reports quickly. MS Forecaster reporting makes it easy to pull in data columns and time frames during report creation. One staff person and two managers can use the system effectively. This allows for flexible reporting. If these three people were not available, the reports would be harder to produce until such point others were trained and proficient.
5. **Financial reporting** – Financial reporting is done through Forecaster and is effective. ETF is satisfied with its capabilities.
6. **IT support** – The systems used by ETF (MS Forecaster, MS SQL Server, MS Excel) require very little IT support.
7. **Low cost of ownership** – The licensing costs for the MS Forecaster, MS Access, and MS Excel are low.
8. **P+** – This state-provided and -hosted tool provides the ability to attach all related documents to a PO and payment. ETF staff believes this image functionality is a beneficial feature and allows access to all aspects of the PO or payment in a single system interface and a single *screen* within that single system.

2.5.2 Shortcomings

Identified shortcomings with the current accounting system are:

1. **Multiple database files** – Lack of a single, integrated relational database means that many data elements exist in multiple locations and are not always consistent from one location to another. Users must often make multiple queries of multiple systems to find answers to their questions and those of members.
2. **Manual data entry** – Data must often be manually transferred from one data file to another and be manually entered into multiple databases and spreadsheets.
3. **Lack of integration** – Since the many programs do not “talk to” one another, data must often be manually entered into the system in several places. The need for multiple data re-entry has the potential for causing errors.
4. **Navigation** – The lack of integration of business applications, electronic workflow, and context-sensitive user help means that navigation among systems and the various spreadsheets is cumbersome and requires significant training of new hires before they can become proficient at their jobs.
5. **Data and calculation checking** – A large portion of the system functionality is processed via multiple spreadsheets. Editing and calculation checking have not been designed into the spreadsheets.
6. **Spreadsheets** – Business users, in their efforts to ensure consistent application of business rules to calculations, have developed spreadsheets that perform calculations for them. The spreadsheets have proliferated to the point where the many spreadsheets essentially represent the “accounting system” used at ETF. There is not a good inventory of the spreadsheets, and they are not well documented.
7. **BAS integration** – The current accounting system environment is not well suited for integration into the current ETF systems environment nor is it positioned for ready integration with a new Benefits Administration System (BAS) when such a system is procured and implemented.

8. **Training** – MS Forecaster requires training to use it effectively. Without adequate training, users cannot drill down to determine why something reports as it does. Currently, only three ETF staff are knowledgeable enough to perform the necessary functions.
9. **MS Forecaster** – ETF's version of MS Forecaster is out of date and no longer supported by Microsoft.
10. **Complicated System** – It takes WiSMART, MS SQL Server, Forecaster, other tools, and many spreadsheets – estimated at 250 – to fulfill the daily accounting needs. The processes require "hand-offs" across systems to complete a single workflow. In some situations, significant effort is required of users to finish some activities.
11. **P+** – While the Purchase Plus system has good imaging features, it has several shortcomings that negatively affect ETF's operations. For example, it has no ACH or EFT functionality and no support for General Service Billing, Travel reimbursement, or PCard transactions.
12. **WiSMART UI** – The user interface (UI) for WiSMART is inefficient and difficult to use.
13. **Accounts Receivable** – ETF performs their accounts receivable functions in WiSMART though the functionality provided is inadequate. Electronic communication with those who owe money is lacking. Interest calculation is complicated, and ETF cannot recreate an interest calculation if they need to re-establish a record.
14. **Debt Referral** – The entry of debt collection information must be done via manual data entry.
15. **Fiscal vs. calendar year** – Work-arounds are required to manage fiscal vs. calendar year reporting. From a budgeting perspective, working in a fiscal year basis requires manipulating the system to get around the calendar restrictions (i.e. half of one year and half of a second year).
16. **Change management** – Multiple spreadsheets require individual maintenance when changing interest rates, etc.
17. **Transaction auditing** – Current audit features are poor to non-existent. Over-reliance on spreadsheets does not lend itself to maintaining an electronic audit trail.

2.5.3 Opportunities for Improvement

Opportunities for improvement include:

1. **Data Entry** – Most data entry is performed using WiSMART or Purchase Plus. The user interface for WiSMART is not efficient. A more efficient user interface could increase productivity. There are also instances of redundant data entry. An FMIS with automated feeds into WiSMART would eliminate many instances of this. Purchase Plus automatically feeds data into WiSMART, but many other systems do not.
2. **Process** – A new system would allow ETF to review their current processes and change to take advantage of functionality incorporated in an FMIS. ETF staff felt many opportunities for improvement exist. Once a solution is identified, the process improvements will be determined based upon the software's capabilities.
3. **Productivity** – If the FMIS is integrated with a BAS, and the BAS is used to process employer reporting on a monthly or pay-period basis, the annual reconciliation process may be eliminated thereby reducing a significant effort for ETF staff. Currently, it takes ETF two to three months each year to reconcile the annual employer reporting.
4. **System Integration with new BAS** –The lack of integration requires ETF staff to execute multiple steps across multiple systems with dual data entry points. Integration with BAS and other systems is a required feature of modern applications.

5. **Improve the interest calculation** – The interest calculations on accounts receivable balances are executed in the WiSMART system. The ETF staff does not have easy access to review the calculations which makes it difficult and time-consuming to trouble shoot issues.
6. **Communication module, particularly in the generation and use of form letters** – Many form letters are produced by ETF staff by manually re-entering the information into previously used form letters. Better integration and merging of data for letter generation would provide efficiencies and improve the timeliness and accuracy of member communications.
7. **Improve audit trail** – A new integrated FMIS would log all data changes and transactions and identify who changed what and when they did so.
8. **Provide more accurate reporting** – Currently, it is difficult for ETF staff to leverage the data they have stored in the various systems. Improved ad hoc reporting and a single FMIS database would help ETF manage information requests.
9. **Tie operating budget into expenses** – Currently, there is no electronic relationship between operating budget and expenses. The selected solution would use the operating budget and pull from HR data, capital project data, encumbrance, and expenses. The solution would also allow for projection and modeling.
10. **Data Warehouse potential** – ETF understands the benefits inherent in data warehouse. With data stored in MS Excel spreadsheets, creating a data warehouse is considered difficult to impossible. A single database with an integrated FMIS system would allow ETF to include the accounting data in a data warehouse undertaking.

3 MINIMUM VENDOR REQUIREMENTS

All proposers 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 1.2 Preparing and Submitting a Proposal.

If there are requirements in this RFP which the proposer believes they exceed, or the proposer believes they add value that distinguishes them from other potential vendors, the proposer should note those capabilities in their response to each section as appropriate. Additionally, if there are requirements the vendor knows PeopleSoft is incapable of satisfying, the vendor should explain in detail why that is the case and how it might be worked around or otherwise satisfied – or why it need not be satisfied.

3.1 ORGANIZATIONAL CAPABILITIES

Response to the following statements or questions should demonstrate the vendor's organization's ability to address ETF's requirements as outlined in this RFP.

1. Provide your company's name, home office, address of the office providing services under the contract and the telephone number, fax number and e-mail addresses for individuals providing services under the contract.
2. Provide information about your company's principal business, information about your company's ownership, number of employees, number of offices and locations.
 - a) Include any pending plans for your company's expansion, relocation, consolidation, merger, acquisition, or sale.
 - b) Provide a review of the evolution of the growth of your organization, highlighting any acquisitions, and/or mergers over the past five years.
 - c) Provide your company's short and long-term strategic business plans.

3. Provide information about any accreditations, certifications or industry designations your company currently holds, and/or has been awarded in the past 5 years.
4. Organization Charts – Provide a proposed project organization chart.
5. Organization Narratives – To supplement the organization chart, describe the functional responsibilities, interaction and reporting relationships. Further, describe the Proposer's view of the nature of the relationship between ETF and the Proposer.
6. Staff Location Plan - The Proposer must describe its approach for creating a presence at ETF including the location of vendor staff and equipment.
7. Availability – The Proposer must provide assurance that any of its staff not physically located in Madison, Wisconsin, will be available to ensure that the project schedule is met, including a discussion of other projects to which they may be simultaneously assigned.
8. Monitoring deliverables – Identify the type and appropriate level of resources required to monitor deliverables and associated milestones for this project. Please share your methodology and approach to address this need.
9. Provide a description of any and all contracts currently held by your company with other public retirement and benefits administration systems. The response must:
 - a) Identify the entity.
 - b) Briefly describe the services provided.
 - c) Identify the length of the contract including the start date.
 - d) Identify and briefly describe the resource commitment.
10. Please outline and describe the nature of any subcontractors, business relationships, partnerships, or co-ownership partnerships currently in place. Indicate any ongoing responsibilities – financial, strategic or otherwise – in place or that result from these ties. If such relationships exist, describe these responsibilities in detail.

None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals, or other such entity without the prior written consent of the Department. The determination of whether such consent will be provided shall rest solely with the Department. No subcontract or delegation shall relieve or discharge the contractor from any obligation to meet deliverables, stated time frames or from liability under the contract.
11. Provide information about contract performance. The response must include specific detailed information regarding legal action(s), including pending actions and those taken against your company in the past five (5) years, for:
 - a) Any and all situations where your company has defaulted on a contract to provide consulting and implementation services.
 - b) Any and all litigation regarding contracts to deliver services.
 - c) Any and all situations where a contract has been canceled or where a contract was not renewed due to alleged fault on the part of your company.
 - d) State whether or not your company has been subject to any sanctions or enforcement action related to privacy compliance including civil or criminal sanctions or enforcement actions.

3.2 MINIMUM QUALIFICATIONS

3.2.1 Proposer Minimum Qualifications

The successful vendor, or the vendor's key primary consultant, must have implemented those PeopleSoft modules on the Oracle database selected for use at ETF in at least three other engagements with requirements similar in complexity to those outlined herein, one such client being a public sector agency.

The proposer must submit as part of their response:

- a) A detailed description of three similar past projects, including services and dates the services were provided.
- b) Staffing on each of the above referenced projects.
- c) The fees/price of the services that were provided on each project.
- d) A reference sheet for each of the above referenced projects. Use the Reference Sheets in Appendix E to provide the information. Each reference must identify:
 - i) The company/agency for which services were provided and the type of program administered.
 - ii) A contact person whom ETF may contact.
 - iii) Details of products and services provided.

ETF reserves the right to contact references other than those provided.

3.2.2 Key Personnel, Other Vendor Staff, and Subcontractors

In this part of the proposal, the Proposer must provide resumes for all personnel assigned to the project. The Proposer must propose a team of consultants who have worked together previously in similar projects with functionality comparable to that requested herein. Potential key personnel are identified as, but not limited to:

- Project Manager/Team Lead
- Other to be identified by Proposer

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. At least three years of experience in PeopleSoft projects, as a project lead, a DBA, and/or as a developer.
2. Reference to at least three similar successful and completed projects in the public sector.
3. Relevant education and training, including college degrees, dates, and institution name and location including any PeopleSoft and/or Oracle Certifications
4. Best practices and lessons learned that resource would use to accomplish deliverables.
5. Names, positions, titles, e-mail address and current phone numbers of a minimum of three references from prior clients who can attest to the individual's experience and ability to perform tasks in a project similar to that described herein. References may be the same as those provided for corporate references. They may not be employees of the proposer. ETF reserves the right to contact other references not listed in the proposal.
6. Type and length of professional work experience with the vendor and or subcontractor.

7. Percentage of the staff member's time to be devoted to this project, any percentage devoted to other projects occurring in the same time frame, and the projected start date for working on the project.
8. Experience in verbal and written communication with both technical and non-technical individuals.
9. Background and experience in sufficient detail to convince ETF these individuals can perform the work required under this RFP. Where reference is made to use of a specific tool, reference must include the name of the tool and where, when, and how it was used.
10. Experience with the tools vendor is proposing to use (e.g. MS Project, VISIO, custom-developed tool, etc.).

4 SCOPE OF WORK

4.1 INTRODUCTION

ETF's objective for this engagement is to replace the disparate accounting systems, databases, and spreadsheets with a comprehensive and integrated Financial Management Information System. ETF will procure the appropriate number of licenses for PeopleSoft (including multiple environments – e.g., production, test, etc.) to replace the functionality provided by the current mix of spreadsheets, databases, and reports. ETF expects the vendor to minimize the amount of customization required.

ETF expects the vendor to have knowledge of the implementation and configuration of the PeopleSoft functionality identified below. The vendor will be responsible for installing the software in the ETF-specified environments. Working with designated ETF staff members, the selected vendor will be responsible for implementing PeopleSoft in a controlled and phased manner based on a Project Management Institute Project Management Body of Knowledge (PMI PM-BOK)-compliant methodology, leading ETF staff in configuring the software to meet their business needs, training ETF staff in the use of the software, leading ETF in a comprehensive testing effort, and ensuring all interface and integration requirements are met by the system. The implementation vendor is expected to work with ETF staff to:

- Advise ETF as to best practices, appropriate configurations, etc. throughout the project.
- Conform to data governance standards as defined by ETF. This includes data classification, security, and auditing policies that are currently in place – see Appendix I for the current policies
- Install and configure the software, including the Oracle database and at least the following general functions:
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Budget
 - Reporting
 - Cash Management
 - Project Accounting
 - Fixed Asset Management

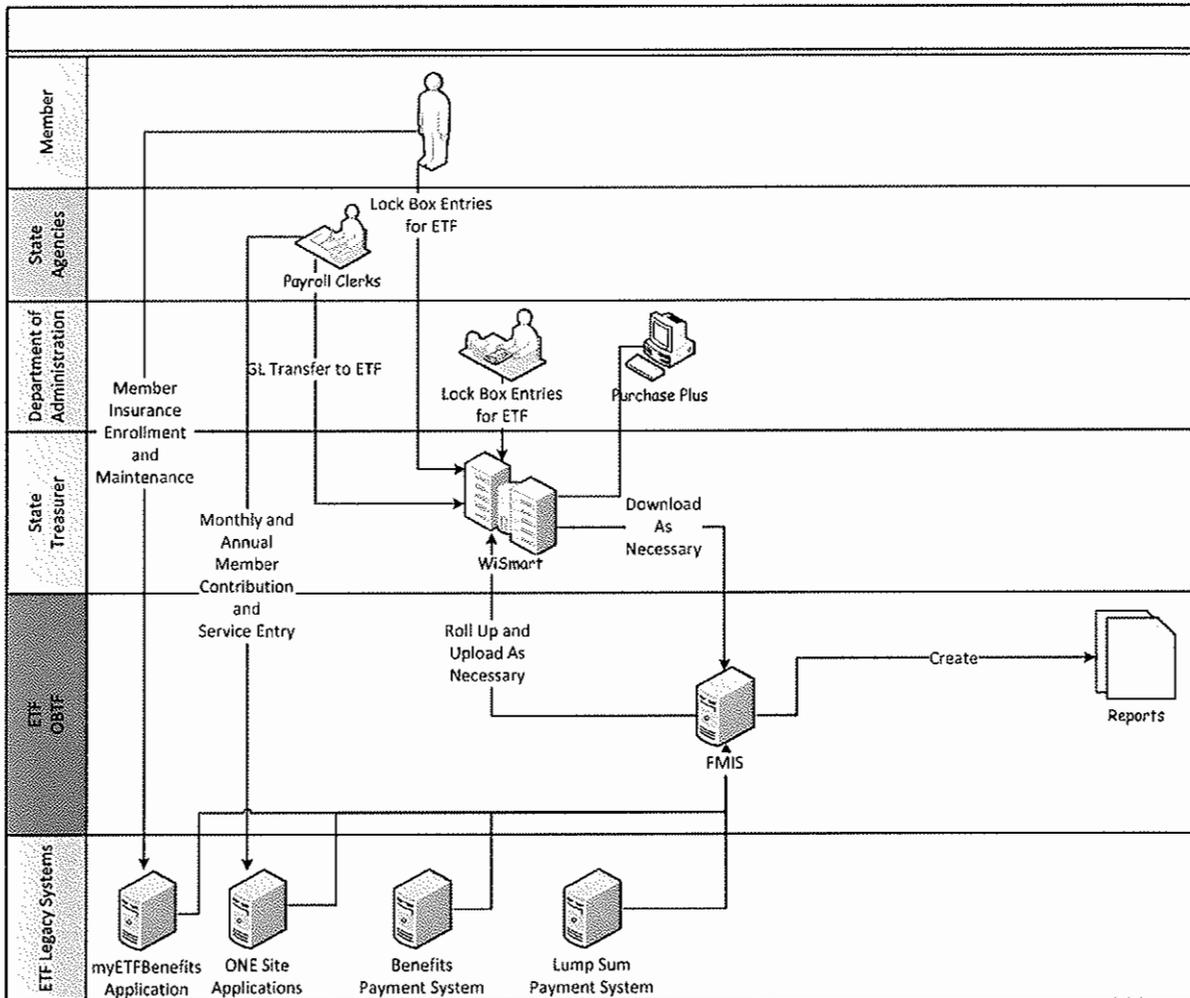
ETF believes ETF will need PeopleSoft's Financials and Project Accounting modules but looks to the vendor to either confirm or refute this while taking into consideration the business requirements identified in subsequent sections.

- Customize the software as appropriate. ETF expects to perform minimal customization of the installed system. Should a Highly Desired functional requirement listed in this RFP require significant customization, the vendor is expected to share that information with the ETF Project Manager and jointly determine an appropriate resolution.
- Perform the appropriate integration with both ETF's existing systems and the state's WiSMART system.
- Fully test the installed solution.
- Train the members of OBTF and other members of ETF staff (a total of about 60 employees) on the use of the system to accomplish ETF's current processes.
- Migrate the existing systems, including data and all work in progress, from the existing spreadsheets and database, into the new solution.
- Provide post-installation knowledge transfer and support for a period of three months, including a warranty of any customization work done on ETF's behalf.

4.2 STRATEGIC OUTCOME

ETF expects that the outcome of this project will have changed the data flow that appears in Figure 1 to that more like the architecture in Figure 2, below:

Figure 2: Expected Data Flow post FMIS Installation



Instead of having data flow directly into WiSMART from ETF's web-based and legacy systems, data in the revised system would be uploaded and posted into the FMIS system. Once in the FMIS, it would be checked and managed before being exported to WiSMART. Data may be downloaded as necessary from WiSMART into the FMIS system, but the downloaded data will not be required (as it is today) to provide ETF with their financial system numbers. In addition, OBTF reports will be generated within the FMIS system rather than spreadsheets and MS Forecaster.

4.3 PROJECT APPROACH

ETF has a knowledgeable information technology staff. IT staff has been involved in the development of systems currently used by ETF, and ETF expects the IT staff will continue to be active in all new systems efforts. ETF will have IT (.5 FTE Server and Database Support) and two-three OBTF staff available to work with the proposer's staff. ETF expects the proposer's plans to include utilizing these IT and business resources. Other staff may be made available upon request.

As part of their response to the RFP, the proposer shall:

1. Describe how they will satisfy RFP requirements through their implementation methodology and project management process.

2. Illustrate how they will use IT staff and describe their role within the project. Describe the role of any other ETF technical staff required of the project.
3. Describe when additional ETF business staff will be required, how many will be required and what skill set each must have.
4. Describe the time frame for the project and how the required tasks can be completed prior to December 2, 2013, when the implementation of the Benefits Administration System is slated to begin.

4.4 SOLUTION FUNCTIONAL REQUIREMENTS

The tables in subsequent sections describe the Highly Desired and Desired features of the PeopleSoft solution. As noted above, should any of these requirements require significant effort on the part of the implementer, ETF is open to a discussion of how that requirement may be dropped or the desired result obtained in a different way.

4.4.1 General Business Requirements

This section describes requirements that are either required or desired as it relates to General business requirements. General Business requirements are those that are shared across multiple system areas.

Table 6: Functional Requirements General Business Requirements

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
GENERAL BUSINESS REQUIREMENTS				
1.	GB1	System has the capability to track and report on transactions by fiscal year and calendar year and display data grouped into whichever year type is selected.	X	
2.	GB2	System has the ability to provide automated year end close processes by both fiscal year and calendar year. System should close to the level of detail determined by the user.	X	
3.	GB3	System has the ability to permit users to initiate year-end processing at any point in time after the end of the fiscal year and calendar year with appropriate security.	X	
4.	GB4	System has the ability to edit transactions to ensure that each is balanced and complete.	X	
5.	GB5	System has the ability to provide all procedural functions of a fund accounting system in conformity with GASB.	X	
6.	GB6	System provides the ability to make prior fiscal and calendar year adjustments in the current fiscal and calendar year based on appropriate security.	X	
7.	GB7	System provides the ability to balance inter-fund receivable, payable, and operating transfer accounts by fund and maintain the appropriate audit trail.	X	
8.	GB8	System provides the ability to record a date and time stamp, by user, on all transactions.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
9.	GB9	System provides the ability to allow transactions to be effective date driven.	X	
10.	GB10	System maintains list of commonly used payees.		X
11.	GB11	System provides the ability to comply with GAAP and GASB statements.	X	
12.	GB12	System provides the ability to track all cash disbursements by financial reporting categories (e.g. misc., expense, etc.) required by GAAP and GASB.	X	
13.	GB13	System provides the ability to automatically update the financial balances including general ledger and available budget in the appropriate budget year.	X	
14.	GB14	System has the ability to download data into other file formats (e.g., CSV, Comma-delimited, etc.).	X	
15.	GB15	System has the ability to download data into spreadsheet format.	X	
16.	GB16	System provides the ability to control user view and update ability based on role-based security.	X	
17.	GB17	System provides the ability to control user updates and view capability based on organizational span of control.	X	
18.	GB18	System provides the ability to reverse or adjust prior allocations.	X	
19.	GB19	System provides the ability to calculate and post memo costing entries to tasks.	X	
20.	GB20	System provides the ability to accommodate both fixed and variable costs.	X	
21.	GB21	System has the ability to report on the source and disposition (i.e. why it was done) information on the results of allocation processing.	X	
22.	GB22	System provides the ability to allocate costs among unlimited funds and programs.	X	
23.	GB23	System provides the ability to calculate and post within any open accounting period.	X	
24.	GB24	System provides the ability to allocate across open time periods.	X	
25.	GB25	System provides the ability to make mass corrections/updates, with appropriate role-based permissions, to groups of transactions selected by key fields while maintaining an audit trail.	X	
26.	GB26	System provides the ability for manual data entry of deposit information from hard copy reports by agency.	X	
27.	GB27	System provides the ability to calculate daily cash position by account elements.	X	
28.	GB28	System provides the ability to provide real-time processing.	X	
29.	GB29	System provides the ability to maintain petty cash balances.	X	
30.	GB30	System provides the ability to reconcile petty cash accounts.	X	
31.	GB31	System provides the ability to generate cash projections based on cash flow 'what if' analysis.	X	
32.	GB32	System provides the ability to make corrections or changes during the reconciliation process.	X	
33.	GB33	System provides the ability to bill other agencies or internal units.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
34.	GB34	System provides the ability to change allocations automatically (based on monthly, quarterly or user defined time period).	X	
35.	GB35	System provides the ability to perform user-defined time period reporting.	X	
36.	GB36	System provides the ability to review financial information online.	X	
37.	GB37	System provides the ability to automatically and electronically route transactions requiring approval to the appropriate person.	X	
38.	GB38	System provides the ability to be table driven with on-line screens to control parameters.	X	
39.	GB39	System provides the ability to integrate self-explanatory error messages with on-line help function and not just codes.	X	
40.	GB40	System provides the ability for internal review and approval prior to release, including electronic signatures.	X	
41.	GB41	System supports approval or disapproval via electronic signatures based on secure, user-specific access rights.	X	
42.	GB42	System provides the ability to base periods upon user-defined time frames including recognizing "Policy Year" designations.	X	
43.	GB43	System provides the ability for all changes to be logged.	X	
44.	GB44	System provides the ability to track costs identified in the system as billable or non-billable at the transaction level.	X	
45.	GB45	System provides the ability to make on-line correction of accounting distributions (e.g. allocations to various programs, % of claims, standard recurring entries).	X	
46.	GB46	System provides the ability to reset the system for a new fiscal and calendar year in an automated fashion.	X	
47.	GB47	System provides the ability to validate all Accounts on a real-time basis.	X	
48.	GB48	System provides the ability to maintain data files or month-to-date, quarter-to-date and year-to-date totals (e.g. Taxable Wages and Tax Withheld for Territory fiscal and calendar year) by accounts, individual employee and source of funds.	X	
49.	GB49	System provides the ability to provide extensive audit trail capability which can be queried and reported upon.	X	
50.	GB50	System provides the ability to log date, time and approver for each level of approval as it occurs.	X	
51.	GB51	System provides the ability to prevent redundant data entry by providing full integration among application components.	X	
52.	GB52	System provides the ability to report on specified data elements.	X	
53.	GB53	System provides the ability to perform wild-card searches on all pre-defined fields.	X	
54.	GB54	System provides the ability to manually override defaults with appropriate authority and rules established by ETF.	X	
55.	GB55	System provides the ability to define/maintain accounting periods within a given year (e.g. daily, weekly, monthly, and quarterly, etc.).	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
56.	GB56	System has the ability to track all Account/Fund elements at the line item level.	X	
57.	GB57	System has the ability to track journal entry description at the line item level.	X	
58.	GB58	System provides the ability for multiple concurrent application sessions for selected users.	X	
59.	GB59	System provides the ability to override amounts with proper authority and established rules.	X	
60.	GB60	System supports two separate books of record: Administrative books and Program books, each having their own fiscal and calendar reporting and processing needs.	X	
61.	GB61	System provides the ability to manually enter item information.	X	
62.	GB62	System provides reports, through its report generator, of usage statistics by user.	X	
63.	GB63	System validates all input edited via defined parameters prior to processing.	X	
64.	GB64	System provides the ability to track data at the detail level.	X	
65.	GB65	System provides the ability to track data at the summary level.	X	
66.	GB66	System provides the ability to override system or user-defined defaults with proper authority and established rules.	X	
67.	GB67	System provides the ability to have notes on all transactions.	X	
68.	GB68	System provides the ability to copy a document in order to create a new document of the same type.		X
69.	GB69	System provides the ability to process mass changes and deletions with proper authority and established rules.	X	
70.	GB70	System provides mass change functionality for defined groups of transactions or data applied only to un-posted transactions.	X	
71.	GB71	System supports up to 99 account periods.		X
72.	GB72	System supports the use of unique identifiers or reference numbers per journal entry.	X	
73.	GB73	System supports recurring journal entries and templates.	X	
74.	GB74	System supports automatic reversal of accrual transactions.	X	
75.	GB75	System supports both hard and soft close (both Fiscal and calendar year).	X	
76.	GB76	System allows two or more accounting periods to be open at one time.	X	
77.	GB77	System supports automatic close of income and expense accounts to retained earnings.	X	
78.	GB78	System supports automatic year end processing.	X	
79.	GB79	System allows the user to run year end more than once.	X	
80.	GB80	System allows the user to open next year prior to closing current year.	X	
81.	GB81	System allows the user to reopen closed periods.	X	
82.	GB82	System allows prior period adjustments.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
83.	GB83	System decodes form names and transaction names into words.	X	
84.	GB84	System supports closing and reporting on individual expense and revenue accounts to defined reserve accounts.	X	
85.	GB85	System supports the ability to inquire and report using wild cards.	X	
86.	GB86	System allows user to edit, update or correct records in the originating system or module that have not been posted due to errors or for other reasons.	X	
87.	GB87	System provides the ability to edit transactions to ensure budget limits are not exceeded and alerts users to the fact that a budget limit has been exceeded.	X	
88.	GB88	System provides the ability to select available field values (e.g. from drop down or pick list) when available rather than require data entry.	X	
89.	GB89	System provides validation throughout the system in both real-time edits (while typing) and when submitting a record to ensure data integrity.	X	
90.	GB90	System provides approval re-route flexibility including for delegation, parked alerts, exceeded approval time frames, etc.	X	

4.4.2 General Ledger

This section of the requirements describes what is either required or desired as it relates to General Ledger functionality.

Table 7: Functional Requirements for General Ledger

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
GENERAL LEDGER				
1.	GL1	System provides the ability to produce a Trial Balance.	X	
2.	GL2	System provides the ability to produce a Statement of Changes of Net Assets.	X	
3.	GL3	System provides the ability to produce a Statement of Net Assets.	X	
4.	GL4	System will allow up to 10,000 GL accounts.		X
5.	GL5	System will allow GL accounts to accommodate up to 20 levels down.		X
6.	GL6	System provides the ability to report on different levels of consolidation or de-consolidation (e.g. Roll-ups and Roll-downs).	X	
7.	GL7	System enforces balance among accounts (i.e. debits must balance with credits).	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
8.	GL8	System provides the ability to track and report on cash flow.	X	
9.	GL9	System provides the ability to track and balance Contract Accounts (e.g. RFP's and project accounts, etc.).		X
10.	GL10	System provides for a Chart of Accounts with sufficient length to accommodate WiSMART and other regulatory agency reporting.	X	
11.	GL11	The system provides financial reporting that supports both GASB and GAAP.	X	
12.	GL12	System provides the ability to interface cash receipts and disbursements on GL side posted to the employer's account (Current WEBS, future BAS).	X	
13.	GL13	System provides the ability to interface cash receipts and disbursements on GL side posted to the member's account (i.e. Current WEBS, future BAS).	X	
14.	GL14	System provides the ability to handle and identify multiple dates such as posting period and actual period posted.	X	
15.	GL15	System allows for developing standard, recurring journal entries.	X	
16.	GL16	System supports GL account masking (wild cards).	X	
17.	GL17	System allows for Year End accrual entries.	X	
18.	GL18	System allows for automated reversing of entries based upon business rules.	X	
19.	GL19	System supports a user defined general ledger account structure with the ability to add and define multiple account segments.	X	
20.	GL20	System provides that General Ledger control must be fully integrated with all relevant modules.	X	
21.	GL21	System ensures that all transactions using or affecting an account are validated online, real-time against up-to-date totals based on established controls.	X	
22.	GL22	System provides the ability to report on any Chart of Account elements for any user-defined time period.	X	
23.	GL23	System provides ability to create Changes in Reserve balance statement.	X	
24.	GL24	System provides the ability to identify and track user defined periods such as Policy Year in addition to calendar and fiscal year.	X	
25.	GL25	System provides on-line validation and editing for error identification and correction before actual posting occurs.	X	
26.	GL26	System allows identification of transactions and reports for Minority Business Enterprise, Disabled Veteran Businesses, sales tax delinquent, contract compliance, and Contract Sunshine systems.		X

4.4.3 Accounts Receivable

This section of the requirements describes what is either required or desired as it relates to Accounts Receivable functionality.

Table 8: Functional Requirements for Accounts Receivable

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
ACCOUNTS RECEIVABLE				
1.	AR1	System has the ability to produce a consolidated bill with information from all Programs within an agency.	X	
2.	AR2	System has the ability to bill by type of Customer Program.	X	
3.	AR3	System has the ability to process uncollectible accounts.	X	
4.	AR4	System has the ability to track and report on uncollectable accounts.	X	
5.	AR5	System has the ability to obtain proper approvals on a transaction to write-off account balance.	X	
6.	AR6	System has the ability to print comments on both an individual and group basis on the billing documents.	X	
7.	AR7	System has the ability to automatically calculate interest and fees on an individual account and bill the Customer/Provider for the interest and principal, regardless of the number of Customer/Provider receivable accounts.	X	
8.	AR8	System has the ability to calculate interest-free periods.	X	
9.	AR9	System has the ability to calculate, track and report on installment payments.	X	
10.	AR10	System has the ability to create a new invoice by copying and modifying existing invoices.		X
11.	AR11	System has the ability to create ad-hoc invoice templates.		X
12.	AR12	System has the ability to apply an overpayment to an account balance, or create a refund transaction, or maintain a credit to be applied to a future balance.	X	
13.	AR13	System has the ability to generate user-defined delinquency notices based upon aging brackets (e.g. 30, 60, 90, 120, and greater than 120 days) using the original invoice or transaction date, current system date, and receivable type.	X	
14.	AR14	System has the ability to age and report on accounts at user defined intervals.	X	
15.	AR15	System has the ability to automatically or manually calculate and record late charges (e.g., penalties, interest, etc.) based upon user-defined criteria and the unpaid balance on selected accounts.	X	
16.	AR16	System supports varying penalty amounts and interest by program.	X	
17.	AR17	System has the ability to calculate various types of interest/payment schedules including a percentage fee with a minimum fixed fee.	X	
18.	AR18	System has the ability to calculate Interest deferrals or suspensions of interest payments.	X	
19.	AR19	System has the ability to override standard terms.	X	
20.	AR20	System has the ability to enter miscellaneous invoices on-line.	X	
21.	AR21	System has the ability to automatically produce collection letters based on a user-defined threshold.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
22.	AR22	System has the ability to define the frequency of invoices and/or statements and provide interim and final billings.	X	
23.	AR23	System provides entry of manual billing transactions.	X	
24.	AR24	System produces reconciliation statements showing beginning balance, charges, credits and payments, and a new balance.	X	
25.	AR25	System supports preparation and generation of a Final Invoice.	X	
26.	AR26	System supports the billing and payment by multiple entities.	X	
27.	AR27	System has the ability to add bad check fees to receivables accounts.	X	
28.	AR28	System supports electronic billing.	X	
29.	AR29	System has the ability to process multiple and/or partial invoice payments on the same receipt.	X	
30.	AR30	System has the ability to record the receipt amount to the correct account upon entry of the receipt transaction.	X	
31.	AR31	System has the ability to create hard-copy and/or softcopy (e.g. PDF) receipts.	X	
32.	AR32	System has the ability to enter cash.	X	
33.	AR33	System has the ability to enter Check number and bank account for inbound checks.	X	
34.	AR34	System has the ability to enter reason codes or reason information for returned funds.	X	
35.	AR35	System has the ability to enter EFT/ACH transactions.	X	
36.	AR36	System has the ability to enter detailed receipt transactions for cash collected.	X	
37.	AR37	System has the ability to reconcile between deposit and receipt.	X	
38.	AR38	System has the ability to match invoices with payments and/or partial payments.	X	
39.	AR39	System has the ability to optionally post partial payments by invoice line item.	X	
40.	AR40	System has the ability to correct misapplied payments.	X	
41.	AR41	System has the ability to flag an account as having been written off so other processes can reference the flagged information.	X	
42.	AR42	System provides the ability to un-mark a "written off" flag allowing the account to be re-established.	X	
43.	AR43	System has the ability to process miscellaneous cash receipts without creating a billing record.	X	
44.	AR44	System has the ability to accept cash receipts applied against multiple invoices.	X	
45.	AR45	System has the ability to update status of receipts when payments are received.	X	
46.	AR46	System has the ability to process, record, and track collections.	X	
47.	AR47	System has the ability to identify the bank account where money can be deposited.		X

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
48.	AR48	System has the ability to generate various user-defined reports, based on any accounts receivable data field.	X	
49.	AR49	System has the ability to produce a Billing Status Report.	X	
50.	AR50	System has the ability to produce a report of Billed and Unbilled Charges.	X	
51.	AR51	System has the ability to produce a report of Delinquent Accounts and Referrals of Delinquent Accounts and Bankruptcy.	X	
52.	AR52	System has the ability to produce a Receivables Tracking report.	X	
53.	AR53	System has the ability to generate Invoice Numbers.	X	
54.	AR54	System has the ability to generate a detailed history of all transactions processed through the AR module.	X	
55.	AR55	System has the ability to query all invoice/adjustments for a single Customer/Provider online and print the information queried.	X	
56.	AR56	System has the ability to generate a report of all outstanding invoices on a given date by account element.	X	
57.	AR57	System has the ability to account for cash receipts.	X	
58.	AR58	System has the ability to summarize open invoices by line item classification.	X	
59.	AR59	System has the ability to handle overpayments and underpayments and process accordingly and to set up a receivable, a payable, or to carry a positive/negative balance on the account.	X	
60.	AR60	System has the ability to produce monthly interest statements on accounts receivable accounts.	X	
61.	AR61	System has the ability to produce form letters such as monthly balance statements, collection letters, and deaths in the family.	X	
62.	AR62	System has the ability to produce an export to Dept. of Revenue (and other outside collection agencies) of all records to be turned over to collections.		X
63.	AR63	System has the ability to track records turned over to outside collections.	X	
64.	AR64	System provides a mechanism to reverse a previous recorded payment based upon a file received from a bank (e.g. an ACH reversal).	X	
65.	AR65	System provides the ability to attach electronic documentation to invoices and/or integrate with imaging system.		X

4.4.4 Accounts Payable

This section of the requirements describes what is either required or desired as it relates to Accounts Payable system functionality.

Table 9: Functional Requirements for Accounts Payable

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
ACCOUNTS PAYABLE				
1.	AP1	System has the ability to generate an outstanding payable for over-payments and notify the collecting unit of the outstanding payable.	X	
2.	AP2	System has the ability to identify the type of payment made to a vendor or member (i.e., printed check, manual check or wire transfer).	X	
3.	AP3	System provides the ability to put a payment on hold.	X	
4.	AP4	System provides the ability to issue EFT payments.	X	
5.	AP5	System provides the ability to produce payment registers.	X	
6.	AP6	System provides the ability to integrate with all relevant modules.	X	
7.	AP7	System provides the ability to automatically update liability account and accounts payable balances in the general ledger for payment processes.	X	
8.	AP8	System must be able to handle overpayments and underpayments and process accordingly; either set up an account receivable or account payable or carry a positive/negative balance on the employer's account.	X	
9.	AP9	System provides the ability to automate monthly fixed cost tracking.	X	
10.	AP10	System allows for multiple approval levels based upon user defined criteria.	X	
11.	AP11	System allows for on-line approval requests.	X	
12.	AP12	System tracks expenses by user defined criteria and/or account codes.	X	
13.	AP13	System allows for entry, tracking, and reporting of capital expenses.	X	
14.	AP14	System provides ability to handle credit card payments.	X	
15.	AP15	System provides the ability to use account status to prevent payment when status is "written-off" on the receivables side.	X	
16.	AP16	System provides the ability to attach electronic documentation to invoices and/or integrate with imaging system.		X
17.	AP17	System has the ability to copy previous information to create a new payable.		X
18.	AP18	System has the ability to create a recurring payment that can be modified.	X	
19.	AP19	System provides the ability to associate a purchase order with an accounts payable item.		X
20.	AP20	System provides the ability to select a payment date or to automatically pay ACH transactions within 27-28 days and checks within 20-24 days with an override available for either.	X	
21.	AP21	System provides the ability to add payment details/comments to payments.	X	
22.	AP22	System provides the ability to tie a payment to a Chart of Accounts' account via either a drop down list or manual entry.	X	
23.	AP23	System provides ability for accounting string to be entered displaying appropriate error code if invalid account is entered.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
24.	AP24	System provides the ability to tie object codes to class code (defined by SCO).	X	
25.	AP25	System provides the ability to add several invoices to one payment and reference several purchase orders on one payment.	X	
26.	AP26	System provides the ability to print invoice received date and not invoice date on payments.	X	
27.	AP27	System provides the ability to have payment identified as "final."		X
28.	AP28	System provides the ability to have payment voucher accept check number, dates, and payment number.	X	
29.	AP29	System provides the ability to have payment voucher automatically print after all information is available.	X	
30.	AP30	System provides the ability to tie payment to a contract.		X
31.	AP31	System provides the ability to tie payments back to operating budget by user defined criteria.	X	
32.	AP32	System provides the ability to select whether a payment is to be mailed from DOA central or to come back to ETF offices for mailing.	X	
33.	AP33	System provides the ability to add commodity code.	X	
34.	AP34	System provides the ability to age payables to assist in ensuring that they are paid on the latest possible date	X	
35.	AP35	System provides the ability to select an existing address from multiple addresses or to enter an address for the check.	X	

4.4.5 Operating Budget

This section of the requirements describes what is either required or desired as it relates to creating and maintaining an Operating Budget.

Table 10 Functional Requirements for Operating Budget

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
(OPERATING) BUDGET				
36.	B1	System has the ability to identify the budget fiscal year and calendar year.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
37.	B2	System has the ability to track and report by GL account and budget unit.	X	
38.	B3	System has the ability to track and report differences and changes between budget versions (e.g. version control).	X	
39.	B4	System has the ability to copy one budget to another.		X
40.	B5	System has the ability to update previously submitted budgets, in error, and re-submit them to comply with budget instructions.		X
41.	B6	System has the ability to inquire against budget data.	X	
42.	B7	System has the ability to budget expenditure types and report them at different levels.	X	
43.	B8	System has the ability to calculate and report comparisons between different versions of the budget, and provide a report of differences.	X	
44.	B9	System has the ability to generate a report that documents new codes added to the budget system during the budget cycle.		X
45.	B10	System provides the ability to budget and report by department.	X	
46.	B11	System provides the ability to calculate spending forecasts applied to actual or budgeted expenditures in prior or current years.	X	
47.	B12	System provides the ability to calculate spending forecasts based on defined calculations.	X	
48.	B13	System provides the ability to calculate core budget levels based on revenue estimates or spending forecasts.	X	
49.	B14	System provides the ability to develop both summary budgets and detail budgets at any level.	X	
50.	B15	System provides the ability to report project budget variances by dollar amount and percentage.	X	
51.	B16	System provides the ability to report project expenditures by all budgetary levels.	X	
52.	B17	System provides the ability for the development of detailed single and/or multi-year period budget (e.g. multi-year calendar and/or multi-year fiscal).	X	
53.	B18	System provides the ability to create and calculate fully-loaded budgets.		X
54.	B20	System has the ability to produce system edits or warnings for budgeting.	X	
55.	B21	System has the ability to maintain budgets for multiple years.	X	
56.	B22	System has the ability to spread budget amounts based on monthly percentage amount.	X	
57.	B23	System has the ability to update the budget when budget amendments are approved.	X	
58.	B25	System has the ability to compare current year with prior year (both dollar differences and percentage differences).	X	
59.	B26	System has the ability to integrate budget processes with accounting functionality.	X	

4.4.6 Reporting

This section of the requirements describes what is either required or desired as it relates to the reporting needs of an FMIS system. We anticipate that NVision may need to be installed to achieve the level of ad hoc reporting required by ETF as identified below. However, we look to the vendor to confirm or refute this assumption.

Table 11: Functional Requirements for Reporting

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
REPORTING				
1.	R1	System provides the ability to meet all of the agency's financial reporting needs.	X	
2.	R2	System has the ability to provide access to historical financial information in detail and on-line with the ability to print and extract file.	X	
3.	R3	System is able to produce ad-hoc reports using any field in the General Ledger.	X	
4.	R4	System provides the ability to produce a trial balance by fund, or other user defined Accounts segments.	X	
5.	R5	System provides the ability to produce a Statement of Net Assets.	X	
6.	R6	System provides the ability to produce a Statement of Changes in Net Assets.	X	
7.	R7	System provides the ability to produce financial statements on an accrual, modified accrual, and cash basis.	X	
8.	R8	System provides the ability to produce Trial Balance.	X	
9.	R9	System provides the ability to produce Cash Flow statements.	X	
10.	R10	System provides the ability to produce Reserve Fund Balance Reports.	X	
11.	R11	System provides the ability to produce a Cash Balance Report.	X	
12.	R12	System provides the ability to display appropriate account names on reports.	X	
13.	R13	System produces ad hoc and standard reports.	X	
14.	R14	System provides the ability to produce a report that provides cash views of the ledger.	X	
15.	R15	System provides the ability to run a trial balance at any time.	X	
16.	R16	System provides the ability to produce a report supporting periodic forecasting.	X	
17.	R17	System provides the ability to produce reports supporting budget preparation/creation.	X	
18.	R18	System provides the ability to view daily balances on-line.	X	
19.	R19	System produces a report providing the beginning and ending account balances for the year.	X	
20.	R20	System has the ability to report on the transactions audit trail, based upon criteria such as transaction type, etc.	X	
21.	R21	System provides ability to report on metrics such as number of transactions within time frame by user defined criteria.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
22.	R22	System provides the ability to inquire and report vendor history based on user defined criteria.	X	
23.	R23	System provides the ability to track aging of accounts payable.	X	
24.	R24	System provides the ability to inquire and report on-line to obtain current accounts payable status on a voucher or invoice, i.e., a report of outstanding payables.	X	
25.	R25	System has the ability to generate charts and graphs for analysis.		X
26.	R26	System has the ability to create ad hoc queries and reports.	X	
27.	R27	System has the ability to print reports at all reporting levels.	X	
28.	R28	System provides the ability to generate reports with drill-down capabilities from summary categories to line item detail.	X	
29.	R29	System provides the ability to display information graphically.		X
30.	R30	System provides the ability to produce Financial Summary Reports.	X	
31.	R31	System provides the ability to generate and print invoices.	X	
32.	R32	System provides the ability to generate late payment notices.	X	
33.	R33	System provides the ability to generate financial reports and invoices on schedule or on demand.	X	
34.	R34	System provides the ability to create customized non-standard invoice formats and forms.		X
35.	R35	System provides the ability for final financial reports to be viewed online.	X	
36.	R36	System provides the ability to provide exception reports.	X	
37.	R37	System provides the ability to automate the scheduling, generation and distribution of reports.	X	
38.	R38	System provides the ability to produce and generate a report for direct deposit records.	X	
39.	R39	System provides the ability to maintain a complete history associated with all audit activity and report on it.	X	
40.	R40	System provides the ability to maintain an audit trail of all entries and updates.	X	
41.	R41	System provides the ability to save ad-hoc report templates.	X	
42.	R42	System supports an automated online report delivery and tracking solution to manage and reduce the cost of report distribution.	X	
43.	R43	System provides budget versus actual reporting.	X	
44.	R44	System provides detailed and summary ledgers with on-line review.	X	
45.	R45	System provides user defined financial reports.	X	
46.	R46	System provides user defined totals and sub-totals.	X	
47.	R47	System provides standard report for Chart of Accounts.	X	
48.	R48	System provides standard report for comparative net assets for individual period review.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
49.	R49	System provides standard report for comparative changes in net assets.	X	
50.	R50	System provides standard report for account roll-up for financial statements.	X	
51.	R51	System provides a standard report for GL transaction register.	X	
52.	R52	System provides standard report for detailed trial balance by program.	X	
53.	R53	System provides standard report for cash flow.	X	
54.	R54	System provides the ability to produce fiscal year property value inventory reports for Risk Management.	X	
55.	R55	System provides the ability to produce ad hoc and standard reports for department inventory.	X	
56.	R56	System provides the ability to produce surplus reports for SWAP (Surplus With A Purpose) by date.	X	

4.4.7 Integration

This section of the requirements describes what is either required or desired as it relates to Interfacing with other ETF systems, third party systems, or other agencies.

Table 12: Functional Requirements for Integration

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
INTEGRATION				
1.	I1	System should be able to interact with information from other systems via various electronic file formats such as comma delimited, XML, etc.	X	
2.	I2	System has the ability to interface with the Contract Sunshine system.		X
3.	I3	System has the ability to interface with the Sales Tax Delinquency and list of non-contract compliant vendors.		X
4.	I4	System has the ability to interface with the Tax Intercept system (accounts receivables).		X
5.	I5	System has the ability to provide an automatic data exchange to MBE and DVB reporting system (DOA maintains).		X
6.	I6	System has the ability to interface with the Learning Management system.		x

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
7.	I7	System has the ability to interface with the Sick Leave System		X
8.	I8	Interface the data from the ETF employee payroll into the GL.		x
9.	I9	System has the ability to interface with the ETF BPS system.	X	
10.	I10	System has the ability to interface with the ETF LSPS system.	X	
11.	I11	System will interface bi-directional with the state WiSMART system (and have capability to interface with a future replacement for WiSMART). Some transactions will continue to originate in WiSMART and be passed to the new FMIS system.	X	
12.	I12	System has the ability to interface with MyETF Benefits.	X	
13.	I13	System has the ability to interface with WEBS.	X	
14.	I14	System has the ability to interface with the ETF One Site system.	X	
15.	I15	System has the ability to interface with WiSMART specifically for receiving transactions that originate in WiSMART such as GSB and P-card transactions. These transactions need to be received into Accounts Payable.	X	
16.	I16	System has the ability to interface with the future BAS system.	X	
17.	I17	System has the ability to interface with Surplus with a Purpose (SWAP).		X
18.	I18	System has the ability to interface with state wide purchasing system (Purchase Plus).		X
19.	I19	System has the ability to interface with state-wide time reporting system (Currently PTA Web) for items related to project position reporting.		X
20.	I20	System has the ability to accept PMIS file from DOA related to authorized positions and salary information for project accounting and budget purposes.		X

4.4.8 System Requirements

This section of the requirements describes what is either required or desired as it relates to system functionality.

Table 13: Functional Requirements for System Requirements

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
SYSTEM REQUIREMENTS				
1.	S1	System provides the ability for on-line approval.	X	
2.	S2	System provides the ability to configure account element field lengths during installation.	X	
3.	S3	System provides the ability to copy accounts.		X
4.	S4	System has the ability to record and maintain a long description for account element names.	X	
5.	S5	System has the ability to record and maintain a short description for account element names.	X	
6.	S6	System provides the ability to record Fund Type.	X	
7.	S7	System provides the ability to record Fund Group.	X	
8.	S8	System provides the ability to record Fund Description.	X	
9.	S9	System provides the ability to group or un-group Account elements for reporting purposes.	X	
10.	S10	System provides the ability to distribute reports electronically as well as retain them on-line.	X	
11.	S11	System has the ability to store Vendor Code.	X	
12.	S12	System has the ability to store parent/child vendor record relationships.	X	
13.	S13	System has the ability to store Vendor contact First Name.	X	
14.	S14	System has the ability to store Vendor contact Last Name.	X	
15.	S15	System has the ability to store Vendor Company Name.	X	
16.	S16	System has the ability to store Vendor Description.	X	
17.	S17	System has the ability to enter and maintain multiple vendor addresses for a single vendor (e.g. remittance address, physical location, etc.).	X	
18.	S18	System has the ability to store Address Line 1.	X	
19.	S19	System has the ability to store Address Line 2.	X	
20.	S20	System has the ability to store City.	X	
21.	S21	System has the ability to store 1099 Vendor Indicator.	X	
22.	S22	System has the ability to store vendor tax id.	X	
23.	S23	System needs the ability to store multiple vendor commodity service codes from National Institute of Governmental Purchasing by transaction.	X	
24.	S24	System has the ability to store Action Date.	X	
25.	S25	System has the ability to store Phone Number.	X	
26.	S26	System has the ability to store Comments.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
27.	S27	System has the ability to store Territory or State.	X	
28.	S28	System has the ability to store County.	X	
29.	S29	System has the ability to store Country.	X	
30.	S30	System has the ability to store Business Type (e.g. Proprietorship, Partnership, Corporation, Small Business Corporation and LLC).	X	
31.	S31	System provides for password expiration.	X	
32.	S32	System provides security integrated throughout the proposed solution modules.	X	
33.	S33	System uses a single password and logon for all system functions enabled in the user's security profile and supports Single Sign-on integrated with ETF's sign-on security.	X	
34.	S34	System provides for role-based security.	X	
35.	S35	System provides for near 24-hour access to all modules, 7 days a week.		X
36.	S36	System provides real-time update of tables from end-user input screens without the use of batch processes.	X	
37.	S37	System allows simultaneous access of the application by all main office location users.	X	
38.	S38	System supports "cut and paste" for copying data and file-types like a Word file or a PDF between windows.	X	
39.	S39	System supports the ability to provide GUI/windows functionality.	X	
40.	S40	System provides error messages that appear in a consistent format across all proposed system modules for both batch and on-line processing.	X	
41.	S41	System provides consistent formatting on all data entry fields.	X	
42.	S42	System supports marking records for deletion but not removing from the database until archived.	X	
43.	S43	System lists all archived records.	X	
44.	S44	System archives and restores inactive records based on user-defined criteria.	X	

4.4.9 Fixed Asset Management

For the purpose of these requirements, fixed assets are all assets within ETF, including Capital and non-Capital assets and/or intangibles. Requirements for inventory tracking are also captured in this section.

Table 14: Functional Requirements for Fixed Assets

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
FIXED ASSET MANAGEMENT				
1.	FA1	System provides the ability to integrate with Fixed Asset property assets for recording of property claims against specific state assets.	X	
2.	FA2	System provides the ability to manually create and assign a unique asset number and correlate it with other asset numbers.	X	
3.	FA3	System provides the ability to assign one or more category (types) to an asset and report and query on the categories.	X	
4.	FA4	System provides the ability to make mass adjustments to update all assets in a category.	X	
5.	FA5	System provides the ability to record replacement costs.	X	
6.	FA6	System provides the ability to perform straight line depreciation.	X	
7.	FA7	System provides the ability to automatically edit useful life values based upon valid ranges.	X	
8.	FA8	System provides the ability to prevent depreciating an asset's value below zero.	X	
9.	FA9	System provides for user defined conventions for depreciation.	X	
10.	FA10	For disposal of fixed assets, the system shall provide a method of categorizing type of disposal based on value or category.	X	
11.	FA11	System provides the ability to record and report on corrections to the previous accounting year and retroactively adjust the beginning balance of accumulated depreciation or original cost of an asset.	X	
12.	FA12	System provides the ability to record and report accumulated depreciation.	X	
13.	FA13	System provides the ability to record and report on both transfers that involve an exchange of funds and those that are non-monetary transfers.	X	
14.	FA14	System provides the ability to audit all changes made to asset records.	X	
15.	FA15	System provides the ability to report on assets for financial reporting purposes.	X	
16.	FA16	System provides the ability to report asset transfers.	X	
17.	FA17	System provides the ability to report a total amount of fixed asset purchases by their funding source.	X	
18.	FA18	System provides the ability to report all fixed asset balances.	X	
19.	FA19	System provides the ability to report asset activity on pre-defined basis.	X	
20.	FA20	System provides the ability to report on assets at multiple user defined levels.	X	
21.	FA21	System provides the ability to record acquisitions.	X	
22.	FA22	System provides the ability to record changes to all asset information.	X	
23.	FA23	System provides the ability to record decreases.	X	
24.	FA24	System provides the ability to record disposals, allowing for multiple types of disposals.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
25.	FA25	System provides the ability to reverse previous transactions, including depreciation.	X	
26.	FA26	System provides the ability to record the following Asset Management functions: Transfers.	X	
27.	FA27	System provides the ability to record the following Asset Management functions: Depreciation, Amortization of Intangibles, Trade-In credit.	X	
28.	FA28	System provides the capability to record and track maintenance costs and due dates to one or multiple assets.	X	
29.	FA29	System provides the ability to track and report on warranty and maintenance dates on a per asset basis.	x	
30.	FA30	System provides the ability to track and register equipment location moves.	X	
31.	FA31	System provides the ability to dispose a per-item from a group asset and adjust total dollar accordingly.	X	
32.	FA32	System provides the ability to enter a non-tangible item within a group of assets.	X	
33.	FA33	System provides the ability to associate an asset with user defined attributes (i.e. PO or invoice, etc.).	X	
34.	FA34	System provides the ability to record an asset item regardless of payment type (P-Card, PO, etc.).	X	
35.	FA35	System provides the ability to assign a group of assets to a person and/or to a location.	X	
36.	FA36	System provides the ability to reassign a group of assets assigned to a person or a location to a new/different person or location in a simple automated method.	X	
37.	FA37	System will provide the ability to enter or search for a fixed asset using a bar code scanner to enter the fixed assets identifier.	X	

4.4.10 Cash Management

This section of the requirements describes what is either required or desired as it relates to Cash Management. ETF does not currently perform cash management functions and is not expected to perform them in the future. However, to prepare for the possibility that responsibilities will arise in the future, certain requirements are included in the grid and are identified as "Desired" instead of "Highly Desired".

Table 15: Functional Requirements for Cash Management

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
CASH MANAGEMENT				
1.	CM01	System provides up-to-date cash balance report.		X
2.	CM02	System projects cash resources from AR and miscellaneous cash.		X
3.	CM03	System projects cash utilization from AP and miscellaneous cash.		X
4.	CM04	System checks committed funds against cash reserves or availability.		X
5.	CM05	System updates and maintains pay date schedule.		X
6.	CM06	System reports cash projections.	X	
7.	CM07	System creates cash projections.		X
8.	CM08	System provides views of inflows and outflows from cash book.		X
9.	CM09	System records cash payments and receipts via electronic banking functions.		X
10.	CM10	System notifies and reports on statement discrepancies.		X
11.	CM11	System allows for "Miscellaneous" category for charges and deposits.		X
12.	CM12	System processes cancelled AP checks.		X
13.	CM13	System records journal entries to the GL cash accounts.		X
14.	CM14	System prints account statements.		X
15.	CM15	System automatically records bank cash receipts based on bank interfaces.		X

4.4.11 Project Accounting

This section of the requirements describes what is either required or desired as it relates to Project Accounting.

Table 16: Functional Requirements for Project Accounting

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
PROJECT ACCOUNTING				
1.	PA1	System provides for definition of a project, phase, activity, or task level.	X	

REQUIREMENT ID	SPREADSHEET ID	DESCRIPTION	HIGHLY DESIRED	DESIRED
2.	PA2	System provides for reporting time and costs against all levels of project definition.	X	
3.	PA3	System provides for associating a project with a cost code string.	X	
4.	PA4	System provides user-defined number of actual, commitment, budget, and statistical accounts for each level of the account structure. System allows for reconciling against the budget down to each level of the account structure.	X	
5.	PA5	System allows the use of the project and cost coding structures for selection required in reporting.	X	
6.	PA6	System uses date specificity in a structure, such as particular roll-up of tasks, which will take effect within a certain period of time.	X	
7.	PA7	System allows for free-form notes or text comments to be posted at any level of the structure, with optional notes history, notes notification, and notes display at summary details.		X
8.	PA8	System provides cut, copy, and paste of coding structure elements between projects.		X
9.	PA9	System provides an option to budget or commit project expenditures by periods.	X	
10.	PA10	System provides the ability to perform future allocation to projects in order to estimate and perform forward projections.		X
11.	PA11	System allows for contract reporting to be separate from the coding structure and supports rollups by contract of all the related project activities	X	
12.	PA12	System interacts with the Time Reporting Module or state wide time reporting system (currently PTA Web) in order to account for actual time and costs (time and materials) spent against projects.	X	
13.	PA13	System provides the ability for a management override and also captures the changes in the audit trail	X	
14.	PA14	System provides the ability to track multi-year project (e.g., insurance policy year) costs.	X	

4.4.12 Other

The Department of Employee Trust Funds (ETF) is an agency of the State of Wisconsin. The state operates on a July 1 – June 30 fiscal year. All state agencies use the July-June fiscal year for budgeting and financial reporting. ETF prepares financial statements for all of its funds and accounts using the June 30 fiscal year for inclusion in the state's Comprehensive Annual Financial Report (CAFR). ETF's financial management system must provide budget control and financial reporting based on the July-June fiscal year for compatibility with the state's central accounting system.

ETF administers a number of employee benefit plans for state and local government employees, including the Wisconsin Retirement System, Group Health, Life and Disability programs. All of these benefit plans operate on a calendar year, including actuarial valuations and premium/rate setting. In

order to support benefit plan administration, financial statements for all benefit plans are prepared on the calendar year. These are ETF's official financial statements, audited by the Legislative Audit Bureau and published in the ETF CAFR. Budgets are not established or controlled on the calendar year.

Currently, every receipt, disbursement and journal entry recorded in the general ledger is identified by both the fiscal year and calendar year to which it should be posted; i.e. FY 2013 / CY 2012. For most transactions, both FY and CY can be inferred from the transaction date. A transaction dated December 26, 2012 would post to the 6th month of fiscal 2013 but also be recognized as the 12th month of calendar 2012.

During the month of July, transactions can post to either the first month of the new fiscal year or a 13th month adjustment period of the prior fiscal year. Because both posting periods are open and valid, the proper fiscal year cannot be inferred and must be identified in the transaction. For example, a transaction posted on July 15, 2012 would default to the first month of Fiscal 2013, but would require an override to allow it to post to the 13th month of Fiscal 2012.

Similarly, following the end of the calendar year, the books are kept open for adjusting entries and audit corrections. This adjustment period can last as long as a year before the audit is complete and closed for entries. Therefore, for every month in which the calendar year adjustment period is open, there must be a mechanism for identifying that entries apply to the prior calendar year rather than the current posting period. For example, a transaction posted on January 15, 2013 would default to the seventh month of Fiscal 2013, which would be recognized as the first month of Calendar 2013. There needs to be an override which would not change posting to the seventh month of Fiscal 2013, but would indicate the transaction should be recognized in the 13th month of Calendar 2012. This same calendar year override would be needed in each month of calendar 2013 to indicate transactions which are part of calendar year 2012.

Uncertainty occurs in July, when a transaction could apply to either the current or prior fiscal year as well as either the current or prior calendar year. A transaction posted on July 15, 2012 would default to the first month of Fiscal 2013 and be included in calendar year 2012. It must be possible to override the posting month to the 13th month of Fiscal 2012, as well as to indicate the transaction should be treated as part of Calendar 2011.

It is also required that ETF be able to post GAAP only transactions to a calendar year without being included in any fiscal year. This occurs when adjustments are needed for calendar year GAAP reporting which would distort the State's cash / budgetary reporting.

The table below illustrates how accounting periods are assigned and combined for fiscal and calendar reporting. Fiscal year 2013 would be made up of periods 2013-1 through 2013-12 plus any transactions manually put into 2013-13. Calendar year 2013 would be made up of periods 2013-7 through 2014-6 plus any transactions manually put into 2014-7A through 2015-6A.

Table 17: Example Assignment of Accounting Periods

TIME PERIOD	DEFAULT ACCOUNTING PERIOD	MANUAL OVERRIDE FOR:	
		Fiscal Year Adjustment Period	Calendar Year Adjustment Period
July 1 - July 31, 2012	2013-1		
August 1 - August 31, 2012	2013-2		
September 1 - September 30, 2012	2013-3		
October 1 - October 31, 2012	2013-4		

TIME PERIOD	DEFAULT	MANUAL OVERRIDE FOR:	
November 1 - November 30, 2012	2013-5		
December 1 - December 31, 2012	2013-6		
January 1 - January 31, 2013	2013-7		
February 1 - February 28, 2013	2013-8		
March 1 - March 31, 2013	2013-9		
April 1 - April 30, 2013	2013-10		
May 1 - May 31, 2013	2013-11		
June 1 - June 30, 2013	2013-12		
July 1 - July 31, 2013	2014-1	2013-13	
August 1 - August 31, 2013	2014-2		
September 1 - September 30, 2013	2014-3		
October 1 - October 31, 2013	2014-4		
November 1 - November 30, 2013	2014-5		
December 1 - December 31, 2013	2014-6		
January 1 - January 31, 2014	2014-7		2014-7A
February 1 - February 28, 2014	2014-8		2014-8A
March 1 - March 31, 2014	2014-9		2014-9A
April 1 - April 30, 2014	2014-10		2014-10A
May 1 - May 31, 2014	2014-11		2014-11A
June 1 - June 30, 2014	2014-12		2014-12A
July 1 - July 31, 2014	2015-1	2014-13	2015-1A
August 1 - August 31, 2014	2015-2		2015-2A
September 1 - September 30, 2014	2015-3		2015-3A
October 1 - October 31, 2014	2015-4		2015-4A
November 1 - November 30, 2014	2015-5		2015-5A
December 1 - December 31, 2014	2015-6		2015-6A

ETF requires that the implemented solution support the scenario described above. In its proposal, the bidder must describe how they will make PeopleSoft provide this capability.

4.5 CONDUCT OF THE PROJECT

Below we provide information on the conduct of the project, including responsibilities we expect the selected vendor to fulfill.

4.5.1 Project Management

The selected vendor will designate a lead to coordinate project management activities with the ETF Project Manager, ETF assigned subject matter experts (SME), and the ETF designated Oversight Project Manager (OPM).

As part of the project management function, the selected vendor will perform the following activities and submit the stated deliverables:

1. **Project Planning** – Working with ETF staff, the selected vendor will confirm what type of project phasing is most appropriate for ETF and when the activities and phasing should occur. The information will be used to create a Microsoft Project plan. The project plan will be delivered to ETF for review, approval, and sign-off. The project plan will provide, at a minimum, the following information:

- Detailed and accurate task scheduling that describes the work effort for the first three months of the project.
- Identification and estimate of which subject area will be delivered in each project phase.
- Estimated schedules for any activities beyond the first three months of the project.

The project plan will be updated no less frequently than monthly. More frequent updates may be requested by ETF throughout the project.

2. **Project Coordination** – The lead will coordinate all project activities, meetings, and deliverables with the ETF Project Manager and OPM.
3. **Resource Scheduling** – The lead will be responsible for planning and scheduling vendor staff so that the project goals and schedules are achieved. The lead will also work with the ETF Project Manager to ensure that ETF staff is identified at least two weeks prior to the time they are needed and are subsequently scheduled and directed appropriately to fulfill ETF assigned work on the project.
4. **Status Reporting** – The lead will provide semi-monthly status reports to the ETF Project Manager and OPM. Status reports are due the first and fifteenth of each month. The format of the initial status report will be approved by ETF and will be used for the remainder of the project. At a minimum, the report must contain achievements since the previous report, activities expected in the next period, and any issues having arisen and their possible resolution.

4.5.2 Requirements Confirmation and Mapping

ETF has spent a great deal of time identifying functional requirements. Early in the project, working with identified ETF staff members, the selected vendor will confirm their understanding of each requirement and map each requirement to the specific module. This mapping will further validate ETF's needs and will clarify which modules must be installed.

As noted above, ETF currently understands that PeopleSoft's Financials and Project Accounting modules are required for the core functionality and NVision to satisfy ETF's needs for ad hoc reporting. Since ETF desires to minimize the Total Cost of Ownership, we would prefer to perform no customization of the installed PeopleSoft software. In their response to this RFP, the vendor must confirm their understanding of these requirements and discuss ETF's options.

As part of the requirements confirmation, the selected vendor will:

1. Provide a complete mapping of requirements to software modules.
2. Identify and document any configuration necessary to meet the requirements.
3. Identify any requirement that cannot be met and document any work-around to potentially satisfy the requirement.

4. Identify and document any customization and/or additional programming required to fulfill a requirement.
5. Identify and design a proposed solution to all integration and/or interface needs.

4.5.3 Requirements Traceability

To assist ETF in tracking all project requirements and deliverables, a Requirements Traceability Matrix (RTM) will be prepared and regularly maintained by the selected vendor.

The RTM prepared by the selected vendor will be a Microsoft Excel workbook. The basis of the RTM will be the ETF-created Functional Requirements. The RTM will contain one line item for each identified and confirmed requirement. The matrix will include eight (8) columns, the content of which is described below:

1. **Requirement Number** – Sequential unique number, identifying the requirement and aggregated by subject area (e.g., GL requirements may be numbered GL1, GL2, etc.). The unique identifier will persist through the project.
2. **Requirement (Description)** – A summarized description of the requirement.
3. **Software Module** – The selected vendor will be responsible for mapping each requirement to a module. This column will represent the result of the mapping effort.
4. **Phase** – The phase of the project in which the requirement will be delivered per the project plan.
5. **Received Date / Who** – The date that the requirement was delivered to ETF and to whom it was delivered.
6. **Accepted Date / Who** – The date that the requirement delivery was accepted by ETF and by whom it was accepted.
7. **Comments** – Relevant comments must explain what caused a requirement to be removed or added. Each comment must cite specific conversations between ETF and the selected vendor, the date and attendees, and the document which transmitted this information to ETF including but not limited to meeting minutes, status report, and specific correspondence. Comments will also describe a manual work around if a requirement cannot be met by the purchased software.
8. **Test Case** – The test case confirming the requirement has been satisfied.

The format of the matrix and additional columns may be determined as necessary by ETF over the course of the implementation.

The selected vendor will be responsible for maintaining the RTM throughout the project. The RTM helps ETF ensure that all requirements are addressed during the project and are tested and approved by ETF. A sample RTM is included in the table below:

Table 18: Sample Requirements Traceability Matrix (RTM)

REQ #	DESCRIPTION	SOFTWARE MODULE	PHASE	DELIVERED/ BY WHO	ACCEPTED/ BY WHO	COMMENTS	TEST CASE
G1	System has the capability to track transactions by fiscal year and calendar year and display data grouped into whichever year type is selected.	Financials	1	12/3/2012 - PCC	12/15/2012 - TMC	Both calendars were configured per the specs.	Test case if applicable.
G2	System has the ability to provide automated year end close processes. System should close to the level of detail determined by the user.	N/A	1	12/3/2012	12/23/2012 - TMC	The software doesn't fully support this requirement. The work around is to process the close manually as described in...	Test case if applicable.

4.5.4 Module Selection and Installation

ETF has selected PeopleSoft as the solution that best meets their needs. ETF expects the selected vendor to assist with selecting the specific modules required to meet the identified requirements. Once the selected vendor completes the Requirements Confirmation, the vendor will:

1. Recommend what modules need to be installed.
2. Identify within which project phase each module will be implemented.
3. Work with ETF IT staff to install and configure the modules at the appropriate phase.

4.5.5 System Configuration

Although ETF's goal is to minimize customizations and use as much "out of the box" functionality as possible, ETF understands that some unique needs will require system configurations and customizations. The selected vendor will be responsible for identifying, performing, and coordinating all configuration activities including assisting ETF in defining and creating a Chart of Accounts. As part of this project, the selected vendor will:

1. Assist ETF staff in defining the Chart of Accounts.
2. Configure and define the general ledger.
3. Identify all system customization and/or required new program creation.
4. Work with the ETF Project Manager to identify what resources (e.g. the selected vendor, ETF, or other) will perform system customization or programming and assist the ETF Project Manager in scheduling those resources.

4.5.6 Data Migration

The legacy data must be converted into the new system in a way that ensures data integrity. The data will need to be analyzed, mapped, cleansed, and converted into the new system. This effort will require planning to determine how much historical data needs to be converted, how best to test both the data and system with ETF data, and how best to roll out the system without adversely affecting the data. With this in mind, the selected vendor will perform the following activities as they relate to data migration:

1. Working with ETF, develop a strategy for migrating pertinent data, including which data elements and the extent of historical data.
2. Map the data into the new system.
3. Develop a data cleansing strategy; participate in cleansing efforts; and direct ETF staff as appropriate.
4. Develop an implementation schedule that allows for thorough system testing with ETF data, parallel testing, and final migration activities. The schedule should ensure that both the legacy data and the new system's data are kept current during the parallel testing.

4.5.7 Integration and Interfaces

ETF has identified several sources of integration and interfaces that will be required as part of this effort. ETF will be replacing their current line of business applications in the near future, which likely will change most of these interfaces. Although the new FMIS system must work with the legacy interfaces, ETF desires to minimize customization to them. ETF expects the selected vendor to use its expertise to develop the least intrusive way to interface the new FMIS system with the legacy applications.

The selected vendor will be responsible for verifying the currently known interfaces and identifying any others that are discovered based upon the selected vendor's expertise and information gathered from the Requirements Confirmation. The selected vendor will be expected to:

1. Validate and verify currently known integrations and interfaces.
2. Identify additional integrations and interfaces, if any.
3. Provide detail specifications for, and changes to, the integration and interfaces.
4. As appropriate, develop the solution.
5. As appropriate, coordinate the development of the solution with ETF or other resources.

4.5.8 System Testing

The selected vendor will be responsible for identifying, planning, performing, and coordinating all testing activities throughout the project. Thorough testing is critical to the success of this project. The selected vendor should have the experience and knowledge to understand what testing needs to take place and how best to carry out the testing. As part of this project, the selected vendor will provide the following testing services:

1. Work with ETF staff to determine how best to carry out testing to ensure all system functionality and all system interfaces work appropriately.
2. Working with the ETF Project Manager and OPM, the selected vendor will develop a Detailed Test Plan that identifies what tests will take place, when they will take place, who will perform the tests, and what outcomes will be expected from the tests.
3. Perform tests where appropriate.

4. Coordinate, with ETF Project Manager, all testing by ETF staff and/or other testers.
5. Validate the completion of testing and provide test results to ETF.

4.5.9 Application Training

The selected vendor will be responsible for training ETF staff in the use of the software. This includes any technical training of IT staff in the maintenance of the software. At a minimum, training will include:

1. A high level training plan.
2. System end-user training.
3. System configuration training, including how to maintain system parameters.
4. Technical system training, including how to maintain software versions and hardware configurations.

4.6 SCHEDULE

To prepare for the start of the Benefits Administration System (BAS) project, ETF would prefer the FMIS implementation be substantially complete by 2 December 2013. ETF recognizes that this may be considered an aggressive schedule and does not want to sacrifice quality to meet this timeline. As part of their proposal, the vendor is encouraged to discuss the required timeframe and ways of meeting it.

The selected vendor is responsible for developing a detailed project schedule in collaboration with the ETF Project Manager. The first project deliverable will identify an initial description of the planned phasing of the project. It will also include a detailed plan for the first three months of the project, as described in Section 4.5.1 Project Management.

4.7 APPROVALS

All vendor deliverables will be submitted to ETF for formal review and approval. The process for submitting deliverables is as follows:

1. All written deliverables are first to be submitted as Draft so that ETF can review and provide appropriate feedback.
2. ETF will review and provide feedback.
3. Once ETF provides feedback, the selected vendor will update the deliverable, resubmit for final review and approval, and will include a sign-off form in the final delivery.
4. If the deliverable is an MS Word document, the final deliverable will include: 1) a final document with all changes accepted, and 2) a final document with all changes identified with change tracking turned on.

4.8 WARRANTY

Notwithstanding any other term in this RFP or the Proposer's proposal, the following warranties shall apply to the contract. Proposer represents and warrants that:

- Any software provided shall (to the extent possible, recognizing that some of that software may be third party products) be free from defects for a minimum period of 365 days from the date of acceptance by ETF.
- Any software and all components of the software contain no viruses, moles, worms, bombs, or disabling devices. If this occurs, the vendor will reimburse ETF for all costs associated with the cure.
- Proposer has the full power and authority to grant ETF any license(s) offered in the Proposal and their use for five years at no additional cost.
- Proposer shall repair, reconfigure, redesign or replace, within a commercially reasonable time unless otherwise specified in this RFP and at its sole cost and expense, any portion of the software or any services failing to comply with the warranties granted in this section during the warranty period offered by proposer. If proposer fails to remedy such portion of the software or any services within the required time, ETF may, in its sole discretion, act to repair or replace all or a portion of the software or re-perform the services and the proposer shall reimburse ETF for all costs incurred by ETF to repair or replace the software or to re-perform the services.

4.9 DEPARTMENT'S RESPONSIBILITIES

1. Provide the successful proposer with a single point of contact (SPOC) for all contract related communications, day-to-day guidance, direction, and payment approvals.
2. Provide review and/or approval of all vendor-generated deliverables.
3. Assign a project manager(s) to assist the proposer who will be responsible for the identification, coordination and acquisition of ETF resources and other resources, as needed to ensure overall success.
4. Hold status meetings as determined by ETF's SPOC, throughout the term of this engagement. These meetings will involve all appropriate resources for the specific phase of the project.

4.10 SPECIAL TERMS AND CONDITIONS

1. Fifteen percent (15%) will be withheld from the payment due upon acceptance of each milestone pending ETF's acceptance of the deliverables. Withheld amounts will be released upon a mutually agreed upon schedule of payments during contract negotiations.
2. For all deadlines stated in this RFP, or that may be negotiated in future, time is of the essence. ETF may cancel the contract upon 14 calendar days' notice to the vendor for any missed deadline that ETF determines to be due to the vendor's action or inaction. ETF's failure to exercise this option for any particular missed deadline does not constitute waiver of the cancellation grounds for any other missed deadline.
3. Key Personnel and Personnel Changes:
 - a) Proposer shall furnish ETF with names of all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.
 - b) Proposer may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The proposer shall provide a notice of proposed diversion or replacement to the SPOC 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 SPOC shall notify the proposer 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.

- c) Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The proposer shall provide ETF with reasonable access to any staff diverted by the proposer.
 - d) Replacement of key personnel who terminate employment with the proposer 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. Such approval shall not be unreasonably withheld. Failure of proposer to promptly replace key personnel within 30 calendar days after departure from proposer shall entitle ETF to terminate the agreement.
 - e) Any of the proposer's staff that ETF deems unacceptable shall be promptly and without delay removed by the proposer from the project and replaced by the proposer within thirty (30) calendar days by 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.
4. The proposer shall furnish ETF with semi-monthly status reports. These reports must be provided in writing to the SPOC. In addition to the semi-monthly written reports, it is anticipated there will be at least, bi-weekly face-to-face meetings to provide all interested ETF parties with updates. Additionally, from time-to-time, special reports (status, presentations, package vendor RFP related reports, etc.) will be required.

The Department wishes to make clear its intent to grant prospective vendors wide latitude in designing innovative and informative management reports, subject to ETF approval. Vendors should submit, in as complete a form as possible, examples of management reports which it has found to be of value to clients like ETF.

Management reports should address all areas typically of interest to vendor's clients such as ETF contracting for third-party services, including financial reporting, status on deliverables, issues, timeliness, staffing needs, identification of resources needed, etc.

APPENDICES

- APPENDIX A Proposer's Checklist
- APPENDIX B Mandatory Requirements
- APPENDIX C Designation of Confidential and Proprietary Information (DOA-3027)
- APPENDIX D Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681)
- APPENDIX E Vendor Information (DOA-3477) and References (DOA-3478)
- APPENDIX F Cost Proposal
- APPENDIX G Business Associate Agreement
- APPENDIX H Sample Partial Interface Documentation
- APPENDIX I Data Governance and Policy Information

**APPENDIX A
PROPOSER'S CHECKLIST**

RFP ETC0019

Mandatory

This appendix must be completed with proposal.

- () 1. PROPOSAL COVER PAGE SIGNED (DOA-3261)
- () 2. TRANSMITTAL LETTER (Section 1.2.4)
- () 3. AGREEMENTS
 - Appendix A – Proposer's Checklist
 - Appendix B – Mandatory Requirements and Mandatory Deliverables
 - Appendix C – Designation of Confidential and Proprietary Information
 - Appendix D – Standard Terms and Condition and Supplemental Standard Terms and conditions for Procurements for Services
 - Section 4.10 – Special Terms and Conditions
 - Appendix E – Vendor Information and Reference Sheets
- () 4. RESPONSE TO SECTION 3 (Minimum Vendor Requirements)
- () 5. RESPONSE TO SECTION 4 (Scope Of Work)
- () 6. ASSUMPTIONS AND EXCEPTIONS
- () 7. COST PROPOSAL

PROPOSING VENDOR NAME:

DATE:

AUTHORIZED REPRESENTATIVE:

APPENDIX B MANDATORY REQUIREMENTS

RFP ETC0019

Mandatory

This appendix must be completed with proposal.

The following requirements are mandatory and must be met by all vendors submitting proposals. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. However, if you disagree with any of the statements below, ETF may consider your proposal only if the issue is addressed in Proposal Tab 5 – Assumptions and Exceptions.

MANDATORY REQUIREMENTS	Check One	
	Agree	Disagree
1. The Proposer must meet the minimum requirements as described in Section 3 of this RFP.		
2. The Proposer agrees to adhere to all ETF Department standards, policies and procedures while on-site at ETF and in all work performed with and for ETF. Any exceptions to this statement must be cleared, in writing, by ETF.		
3. The Proposer has no conflict of interest with regard to any other work performed for the State of Wisconsin.		
4. The Proposer must propose a team of consultants who have worked previously in public sector projects for comparable clients while in the vendor's employment and comply with the requirement(s) in Section 3.2 Minimum Qualifications		
5. The Proposer agrees to comply with Section 4.10 Special Terms and Conditions, 4.4.12, 4.5, 4.7, and 4.8		

**APPENDIX C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY
INFORMATION**

RFP ETC0019

Mandatory

This appendix must be completed with proposal.

The proposer must supply 2 electronic copies with all confidential material redacted on CD-ROM and marked as "Redacted for Confidentiality".

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ 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/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals 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.

We request that the following pages not be released

Section	Page #	Topic

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/proposal 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.

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
STANDARD TERMS AND CONDITIONS**

RFP ETC0019

**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 addressed in Proposal
Tab 5 – Assumptions and Exceptions**

Standard Terms and Conditions (Request for Bids / Proposals)

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

- 1.0 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 or 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. Proposers/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 proposer'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 proposers/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 proposer 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.

Standard Terms and Conditions (Request for Bids / Proposals)

- 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.

Standard Terms and Conditions (Request for Bids / Proposals)

- 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 Proposer, equipment purchased as a result of this request shall be warranted against defects by the 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 non-appropriation 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). Proposers/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.

Standard Terms and Conditions (Request for Bids / Proposals)

- 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. Proposers 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 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 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 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 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 Proposer and will not knowingly be disclosed by the 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 Proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the 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 proposer'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 proposer'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.

Supplemental Standard Terms and Conditions for Procurements for Services

- 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
VENDOR INFORMATION
AND REFERENCE SHEETS**

RFP ETC0019

Mandatory

This appendix must be completed with proposal.

STATE OF WISCONSIN

DOA-3477 (R05/98)

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ Email Address _____

Address _____

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 _____

Address _____

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 _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

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

VENDOR REFERENCES

FOR VENDOR: _____

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 F COST PROPOSAL

Company Name _____

Date: _____

Authorized Person _____
(Print or type)

Phone: _____

(Signature of Authorized Person)

The Proposer must adhere to the format set forth below. Failure to do so may result in disqualification. Proposers must provide an **overall not-to-exceed price** covering all services and deliverables identified in each of the sections below and further defined in this RFP. The hourly rate quoted below (upon which the price is based) must be all inclusive of expenses including travel.

Proposers shall also provide a blended hourly rate for unanticipated tasks. All prices given must be complete and inclusive.

Table 19: Mandatory Cost Table

DELIVERABLE	VENDOR HOURS	ETF HOURS	COST
Project Plan	-	-	\$
Solution Module Implementation	-	-	\$
Integration with ETF Applications	-	-	\$
Integration with WiSMART	-	-	\$
Data Migration	-	-	\$
Other ¹	-	-	\$
Hourly rate applied to Vendor Hours to obtain cost of Other: \$ _____			
Overall Not-to-Exceed Total	-	-	\$

Provide a blended hourly rate for additional, unanticipated services not included above, but proposed by the vendor and subsequently approved by the ETF Project Manager.

Rate for unanticipated and authorized work: \$ _____.

ETF will only pay proposer upon completion and acceptance of each deliverable identified in Table 19: Mandatory Cost Table.

¹ Vendor's response must include an itemization of the deliverables cited on this line of the cost table as described in the introduction to Section 3 Minimum Vendor Requirements

**APPENDIX G
BUSINESS ASSOCIATE AGREEMENT**

Vendor agrees to the Terms and Conditions as stated in this Appendix G.

The winning Vendor will be required to complete this form.

This form is not required for inclusion in the Proposal.

**Exceptions must be addressed in Proposal
Tab 5 – Assumptions and Exceptions**

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is by and between VENDOR Inc. and the Wisconsin Department of Employee Trust Funds ("ETF"), and acting on behalf of the State of Wisconsin.

RECITALS:

WHEREAS, ETF and VENDOR INC. have executed a contract, pursuant to which VENDOR INC. provides certain Financial Management Information Services ("FMIS") Implementation Services as set forth in ETC0019 ("Underlying Contract"), and in connection with those services ETF discloses or allows the disclosure to VENDOR INC. of certain information that is subject to protection by the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 as passed as part of ARRA ("HITECH") and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations, as well as by laws and administrative rules of the State of Wisconsin; and

WHEREAS, with respect to its activities pursuant to the Underlying Contract, VENDOR INC. is ETF's Business Associate as that term is defined by HIPAA; and

WHEREAS, it is the intent of this Agreement to comply with state law and with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards in 45 C.F.R. Parts 160 to 164, inclusive,

WHEREAS, ETF and VENDOR INC. agree to incorporate the terms of this Agreement into the Underlying Contract and agree to incorporate this Agreement into any associated addenda and contract extensions, in order to comply with HIPAA, HITECH and state law.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, ETF and VENDOR INC. hereby agree as follows:

DEFINITIONS:

It is the intent of this Agreement to comply with the federal regulations implementing HIPAA and HITECH concerning the privacy, security and transaction standards, including the definitions in 45 C.F.R. Parts 160 to 164, inclusive, as applicable. This Agreement also addresses compliance with Wisconsin laws on confidentiality of personal information. In particular, the following words and phrases in this Agreement have the meanings set forth below, unless the context clearly requires otherwise:

"ARRA" means the American Recovery and Reinvestment Act of 2009.

"Individual Personal Information" has the meaning set forth in Wis. Admin. Code § ETF 10.70 (1).

"Medical Record" has the meaning set forth in Wis. Admin. Code § ETF 10.01 (3m).

"Personal Information" is information that can be used to identify a person and includes, without limitation, **Individually Identifiable Health Information, Individual Personal Information, Medical Records and Protected Health Information**. These terms incorporate payments and other financial information that can be used to identify a person.

"Third Party" means a party other than a subcontractor or agent that ETF has approved.

PART I – OBLIGATIONS OF VENDOR INC.

A. Uses and Disclosures. VENDOR INC. may use or disclose Personal Information it creates for or receives from ETF or any other VENDOR Inc. of ETF for only the following, limited purposes:

1. Permitted Uses and Disclosures of Personal Information. VENDOR INC. is permitted to use and disclose Personal Information:

- (a) To conduct FMIS Implementation Services in accordance with the Underlying Contract.
 - (b) Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, specifically including the State Law Restrictions in Part I, Section B, VENDOR INC. is authorized to use and disclose Personal Information as necessary for VENDOR INC.'s proper management and administration, to carry out VENDOR INC.'s legal responsibilities, and as otherwise Required by Law.
2. Prohibition on Unauthorized Use or Disclosure. VENDOR INC. will not use or disclose Personal Information it creates for or receives from ETF or from another VENDOR Inc. of ETF, except as authorized or required by this Agreement or as Required by Law or as otherwise authorized in writing by ETF, including, without limitation, marketing and solicitation of business outside the Underlying Contract and disclosure of such information to third-parties.
 3. Compliance with Regulations. VENDOR INC. will comply with:
 - (a) 45 C.F.R. Parts 160 to 164, inclusive, as applicable to a "Business Associate" of a "Covered Entity" and any other regulations adopted pursuant to HIPAA and HITECH; and
 - (b) Applicable State Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.
 4. State Law Restrictions. VENDOR INC. shall comply with Wis. Stat. §§ 40.07 and 134.98 with respect to information VENDOR INC. creates for or receives from ETF or from any other Business Associate of ETF. In particular:
 - (a) Any Third Party request, including a subpoena, for disclosure of Personal Information, including, without limitation, Medical Records or Individually Identifiable Health Information, shall be referred to ETF in a timely manner; and
 - (b) VENDOR INC. shall not disclose to any Third Party Individual Personal Information which ETF itself may not disclose pursuant to Wis. Stat. § 40.07(1), or of Medical Records that ETF itself may not disclose pursuant to Wis. Stat § 40.07(2).

B. Compliance with Standard Transactions.

1. Standard Transactions Conducted By VENDOR INC. If VENDOR INC. conducts, in whole or in part, transactions, for or on behalf of ETF that are covered by 45 C.F.R Part 162, VENDOR INC. will comply with the applicable HIPAA transactions standards, and will require any subcontractor or agent involved with the conduct of such transactions to provide reasonable assurances, evidenced by written contract, that it will comply with each applicable requirement of 45 CFR Part 162. Further, VENDOR INC. will require that each of its subcontractors or agents provide assurances, by written contract, that it will not enter into a Trading Partner Agreement, in connection with its conduct of Standard Transactions for and on behalf of ETF that:
 - (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (b) Adds any data element or segment to the maximum data set;
 - (c) Uses any code or data element that either is not in the Standard Transaction's implementation specification or is marked "not used" by the Standard Transaction's implementation specifications;
 - (d) Changes the meaning or intent of the Standard Transaction's implementation specifications; or
 - (e) Otherwise violates 45 CFR §162.915.

2. Communications Between the Parties. Communications between ETF and VENDOR INC. that are required to meet HIPAA transactions standards will meet the standards set by 45 CFR Part 162. For all other communications, the forms, tape formats or electronic formats used shall be those mutually agreed upon by ETF and VENDOR INC...
- C. Information Safeguards. VENDOR INC. will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of Personal Information under the control of VENDOR INC., and to prevent intentional or unintentional non-permitted or violating use or disclosure of Protected Health Information. VENDOR INC. will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request. These safeguards will comply with HIPAA, HITECH and their implementing regulations.
- D. Reporting of Breach, Improper Use or Disclosure and Security Incidents.
- Reporting of Breach, Improper Use or Disclosure. VENDOR INC. will report to ETF the discovery of any breach, use or disclosure of Personal Information, not allowed by this Agreement or in violation of 45 C.F.R. Part 164 or HITECH. An occurrence of a breach, improper use or disclosure or security incident is considered to be discovered as of the first day on which such occurrence is known to VENDOR INC., or, by exercising reasonable diligence, would have been known to VENDOR INC..
1. VENDOR INC. shall provide notice to ETF of the occurrence. The notice shall include the identification of each individual whose unsecured Personal Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.
 2. Within one business day of the discovery, VENDOR INC. shall notify ETF's Privacy Officer. VENDOR INC. shall immediately conduct an investigation and report in writing within four business days the following information:
 - (a) The name and contact information of each individual whose Personal Information has been or is reasonably believed to have been accessed, acquired or disclosed during the occurrence.
 - (b) A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
 - (c) A description of the types of Personal Information that were involved in the occurrence (e.g., full name, date of birth, Social Security number, account number).
 - (d) A brief description of what VENDOR INC. is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
 - (e) The actions VENDOR INC. has undertaken or will undertake to mitigate any harmful effect of the occurrence.
 - (f) A corrective action plan that includes the steps VENDOR INC. has taken or will take to prevent similar occurrences.
 3. At ETF's option, VENDOR INC. will be responsible for notifying individuals of the occurrence when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, improper use or disclosure, including, without limitation, credit monitoring services. VENDOR INC. must obtain ETF's approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach, improper use or disclosure. VENDOR INC. shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification to affected individuals after the discovery of the breach by ETF or VENDOR INC..

E. **Duty to Mitigate Effect of Misuse or Unauthorized Disclosure and Notify Members of Unauthorized Acquisition:**

1. VENDOR INC. will mitigate, as required by HIPAA, HITECH, state law and this agreement, to the extent practicable, any harmful effect that is known to VENDOR INC. of a breach, improper use or unauthorized disclosure reported pursuant to subsection D of this section, including, without limitation, paying for the costs of mitigation and credit monitoring services.
2. VENDOR INC. will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted state law regarding mitigation of privacy breaches, and shall ensure by written contract that any subcontractor or agent with whom it contracts to carry out the provisions of the Underlying Contract also complies with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches.

F. **Minimum Necessary.** VENDOR INC. will make reasonable efforts to use, disclose, or request only the minimum amount of Personal Information necessary to accomplish the intended purpose and shall comply with regulations issued pursuant to HIPAA and HITECH. Internal disclosure of such information to employees of VENDOR INC. shall be limited only to those employees who need the information and only to the extent necessary to perform their responsibilities according to the Underlying Contract and this Agreement.

G. **Disclosure to VENDOR INC.'s Subcontractors and Agents.** VENDOR INC. shall require any of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as VENDOR INC. with respect to such Personal Information. Before entering into such a contract with an agent or subcontractor, VENDOR INC. shall obtain from ETF approval of the contract.

H. **Access, Amendment and Disclosure Accounting.**

1. **Access.** At the direction of ETF, VENDOR INC. agrees to provide access to any Protected Health Information held by VENDOR INC. which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its access obligations under HIPAA and HITECH. All fees related to this access, as determined by VENDOR INC., are the responsibility of the individual requesting the access.
2. **Amendment.** At the direction of ETF, VENDOR INC. agrees to amend or correct Protected Health Information held by VENDOR INC. and which ETF has determined to be part of ETF's Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its amendment obligations pursuant to HIPAA and HITECH. All fees related to this amendment, as determined by VENDOR INC., are the responsibility of the individual requesting the access.
3. **Documentation of Disclosures.** VENDOR INC. agrees to document such disclosures of Protected Health Information and information related to such disclosures so that ETF may meet its obligations under HIPAA and HITECH.
4. **Accounting of Disclosures.**
 - (a) VENDOR INC. shall maintain a process to provide ETF an accounting of disclosures of Protected Health Information for as long as VENDOR INC. maintains Protected Health Information received from or on behalf of ETF. VENDOR INC. agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.

(b) Each accounting will provide:

- (i) The date of each disclosure;
 - (ii) The name and address of the organization or person who received the Protected Health Information;
 - (iii) A brief description of the Protected Health Information disclosed; and
 - (iv) For disclosures other than those made at the request of the subject, the purpose for which the Protected Health Information was disclosed and a copy of the request or authorization for disclosure.
- (c) For repetitive disclosures which VENDOR INC. makes to the same person or entity, including ETF, for a single purpose, VENDOR INC. may provide:
- (i) The disclosure information for the first of these repetitive disclosures;
 - (ii) The frequency or number of these repetitive disclosures; and
 - (iii) The date of the last of these repetitive disclosures,
- VENDOR INC. will make a log of this disclosure information available to ETF within five (5) business days of ETF's request.
- (d) VENDOR INC. need not record disclosure information or otherwise account for disclosures of Protected Health Information if:
- (i) The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and
 - (ii) The disclosures are for one of the following purposes:
 - i. Treatment, Payment or Health Care Operations that are not made through an Electronic Health Record;
 - ii. In response to a request from the Individual who is the subject of the disclosed Protected Health Information, or to that Individual's Personal Representative;
 - iii. Made to persons involved in the health care or payment for the health care of the Individual who is the subject of the disclosed Protected Health Information;
 - iv. For notification for disaster relief purposes;
 - v. For national security or intelligence purposes;
 - vi. As part of a Limited Data Set; or
 - vii. To law enforcement officials or correctional institutions regarding inmates.
5. Disclosure Tracking Time Periods. Except as otherwise provided in this paragraph, VENDOR INC. must have available to ETF the disclosure information required by this section, but in no case will VENDOR INC. be required to have available information from:
- (a) More than six (6) years before ETF's request for the disclosure information; or
 - (b) Any period during which VENDOR INC. did not provide services to ETF.
6. Disclosure Tracking for Disclosures made through Electronic Health Records: VENDOR INC. only needs to provide disclosures for Treatment, Payment or Health Care Operations made through an Electronic Health Record for three years prior to the date on which the accounting is requested. VENDOR INC. shall provide all information necessary for ETF to provide an accounting that includes all information required by regulations issued pursuant to HIPAA and HITECH.
7. Effective Date: The effective date for accounting required under subsection 6 depends on the date ETF acquires an Electronic Health Record. If ETF had an electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF on or after January 1, 2014. If ETF does not have an Electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF after the later of January 1, 2011 or the date ETF acquires an Electronic Health Record.
- I. Accounting to ETF and Government Agencies. VENDOR INC. will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to

ETF to provide to the U.S. Department of Health and Human Services (HHS) in a time and manner designated by HHS for the purpose of determining ETF's compliance with HIPAA and HITECH. VENDOR INC. shall promptly notify ETF of any inquiries made to it by HHS concerning ETF's compliance with HIPAA.

- J. **Red Flag Rules.** If applicable to VENDOR INC., VENDOR INC. shall be responsible for implementation of an Identity Theft Monitoring Policy and procedure to protect Personal Information under the Federal Trade Commission regulations known as the "Red Flag Rules."

PART II – ETF OBLIGATIONS

- A. **Changes in Permissions to Use and Disclose Protected Health Information.** ETF shall promptly notify VENDOR INC. of any change in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such change may affect VENDOR INC.'s use or disclosure of such Protected Health Information.
- B. **Changes in ETF's Notice of Privacy Practices.** ETF shall provide VENDOR INC. with a copy of ETF's Notice of Privacy Practices and shall notify VENDOR INC. of any change made to the Notice of Privacy Practices, to the extent that such change may affect VENDOR INC.'s efforts to comply with this Agreement.
- C. **Changes in State Law.** ETF shall notify VENDOR INC. of any relevant change in Wisconsin law, to the extent that such change may affect VENDOR INC.'s efforts to comply with this Agreement.

PART III – TERM, TERMINATION AND AMENDMENT

- A. **Term.** This Agreement becomes effective on the effective date of the Underlying Contract. The Agreement is co-extensive with the term of the Underlying Contract, including any extensions made to the original Underlying Contract.
- B. **Termination for Breach.** ETF shall have the right to terminate the Underlying Contract and this Agreement if VENDOR INC., by pattern or practice, materially breaches any provision of this Agreement.
- C. **Reasonable Steps to Cure Breach.** In addition to the right to terminate this Agreement and Underlying Contract pursuant to section B, above, ETF may provide VENDOR INC. with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.
- D. **Effect of Termination: Return or Destruction of Protected Health Information.**

Upon termination, cancellation, expiration, or other conclusion of the Agreement, VENDOR INC. shall:

1. Return to ETF or, if return is not feasible, destroy all Personal Information in whatever form or medium that VENDOR INC. received from or created on behalf of ETF. This provision shall also apply to all Personal Information that is in the possession of subcontractors or agents of VENDOR INC... In such case, VENDOR INC. shall retain no copies of such information, including any compilations derived from and allowing identification of Personal Information. VENDOR INC. shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, VENDOR INC. shall provide written documentation that such return or destruction has been completed, including such return or destruction by any subcontractors or agents of VENDOR INC.

2. If VENDOR INC. destroys Personal Information, it shall be done with the use of technology or methodology that renders the Personal Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance for the destruction of Protected Health Information. Acceptable methods for destroying Personal Information include: (i) paper, film, or other hard copy media shredded or destroyed in order that Personal Information cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of Protected Health Information, unless the information is properly redacted so as to be fully de-identified.
 3. If VENDOR INC. believes that the return or destruction of Personal Information is not feasible, VENDOR INC. shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, VENDOR INC. shall extend the protections of this Agreement to Personal Information received from or created on behalf of ETF, and limit further uses and disclosures of such Personal Information, for so long as VENDOR INC. maintains the Personal Information.
- E. **Agreement to Amend Agreement.** The parties to this contract acknowledge that federal laws relating to transactions, security and privacy are rapidly evolving and that amendment to this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and their implementing regulations. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, HITECH and applicable federal regulations. If this Agreement is not amended by the effective date of any final regulation or amendment to final regulations with respect to HIPAA and HITECH, this Agreement will automatically be amended on such effective date such that the obligations they impose on VENDOR INC. remain in compliance with the regulations then in effect.

PART IV – GENERAL PROVISIONS

- A. **Conflict.** The provisions of this Agreement override and control any conflicting provision of the Underlying Contract. All non-conflicting provisions of the Underlying Contract remain in full force and effect.
- B. **Election to Not Treat As Representative.** Nothing in this Agreement shall be construed to limit the discretion of ETF, under 45 C.F.R. § 164.502 (g) (5), to elect not to treat a person as the representative of an individual.
- C. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any entity other than ETF and VENDOR INC., any rights, remedies, obligations or liabilities whatsoever.
- D. **Documentation.** All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by VENDOR INC. for six (6) years from the date of creation or when it was last in effect, whichever is longer.
- E. **Survival.** The parties' obligations and rights, with respect to VENDOR INC.'s engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement. In particular, the provisions of Part III, Sections D and E, and this section, shall survive termination of the Underlying Contract and this Agreement.

Company Name _____

Date: _____

Authorized Person _____
(Print or type)

Phone: _____

(Signature of authorized person)

**APPENDIX H
SAMPLE PARTIAL INTERFACE DOCUMENTATION**

State of Wisconsin - Dept. of Employee Trust Funds

**Benefits Payment System
External Interface Definition -
WiSMART – Cash Receipt (CR)**

Version 1.5

Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition -- WiSMART -- Cash Receipt (CR)	Date: 05/31/2007

Revision History

Date	Version	Description	Author
9/30/2005	1.1	Initial draft	Ron Kolwitz
10/3/2005	1.2	Fixed typos in doc header & doc detail format	Naveen Mohammed
	1.3	To match CVS version	
05/30/2007	1.4	Added Org/SubOrg/ApprUnit/Fund/Agency etc. codes for last D line in detail	Naveen Mohammed
05/31/2007	1.5	Removed Obj/SubObj codes for last D line in detail	Naveen Mohammed

Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition - WiSMART - Cash Receipt (CR)	Date: 05/31/2007

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Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition – WiSMART – Cash Receipt (CR)	Date: 05/31/2007

EID – WiSMART – Cash Receipt (CR)

General Information	
Description	The CR batch file is used for sending information to WiSMART about cash receipts towards receivables. At 1pm daily, the WiSMART system uploads this. That evening the WiSMART system processes the file and adds the receivables to it's system.
Complexity	High
IT Contact	Ron Kolwitz
External System Contact	Kathy Skiera
Technical Aspects	
Filename	WiSMART-CR-Extract.dat
Timing Requirements	Must be created by 1pm daily
Frequency	Uploaded to WiSMART daily
Transport	Ftp to mainframe
Format	Flat file

1. Message Format

The Wismart CR Extract contains 3 unique record formats: the batch header, the document headers, and the detail records. The extract contains one batch header that uniquely identifies the batch. The batch can contain as many documents as needed, and each document is identified with a document header. Each document contains one or more detail records. The format then for this extract is

```

<Batch Header Record>
<Document Header Record 1>
<Document Header Record 1 Detail Record 1>
<Document Header Record 1 Detail Record 2>
<Document Header Record 1 Detail Record 3>
<Document Header Record 1 Detail Record n>
<Document Header Record 2>
<Document Header Record 2 Detail Record 1>
<Document Header Record 2 Detail Record 2>
<Document Header Record 2 Detail Record 3>
<Document Header Record 2 Detail Record n>
etc.

```

Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition - WiSMART - Cash Receipt (CR)	Date: 05/31/2007

1.1 Formatting Keys/Assumptions

Data Type	Description	Valid Format	Default Justification (unless otherwise specified)
N	Numeric	Integers from 0-9	Right justified zero filled
A	Alpha	Letters from a-z and A-Z	Left justified blank filled. Assumes no trailing blanks
A/N	Alpha Numeric	Includes alpha and numeric	Left justified blank filled. Assumes no trailing blanks
FCS	Full Character set	Includes alphanumeric and special characters	Left justified blank filled. Assumes no trailing blanks.
D	Date	Numeric(8)	YYYYMMDD
F	Flag	0 (off/false/no) or 1 (on/true/yes)	
M	Money	Integers from 0-9	"integer number of pennies", "decimal implied"

Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition -- WiSMART -- Cash Receipt (CR)	Date: 05/31/2007

1.2 Wismart CR Batch Header Format

Record Location	Field Description	Data Type	Max Field Size	Start Pos	End Pos	M /O /C *	Valid Range	Business Rule
01	Record Type	A/N	1	1	1	M	'B'	'B' for Batch
02	Filler	A/N	1	2	2	M		Spaces
03	Batch Type	A/N	2	3	4	M	'CR'	'CR' for Cash Receipt
05	Filler	A/N	2	5	6	M		Spaces
07	Batch Organization	A/N	3	7	9	M	'515'	'515' is ETF Agency Identifier
10	Filler	A/N	1	10	10	M		Spaces
11	Interface Assigned Identifier	A/N	2	11	12	M		Check
13	Month Identifier	A/N	1	13	13	M		See Appendix A
14	Day Identifier	A/N	1	14	14	M		See Appendix A
15	Sequential Identifier	A/N	2	15	16	M		Generated by batch system
17	Filler	A/N	22	17	38	M		Spaces
39	Net amount	A/N	14	39	52	M		Total dollar amount of all docs within batch. Zero padded with no commas, decimals, or signs.
53	Interface Assigned Identifier	A/N	2	53	54	M		Same as that used in position 11
55	Month Identifier	A/N	1	55	55	M		Same as that used in position 13
56	Day Identifier	A/N	1	56	56	M		Same as that used in position 14
57	Sequential Identifier	A/N	2	57	58	M		Same as that used in position 15
59	Batch Month	A/N	2	59	60	M		Calendar Month
61	Batch Day	A/N	2	61	62	M		Calendar Day
63	Batch Year	A/N	2	63	64	M		Calendar Year
65	Number of Documents	A/N	4	65	68	M		Number of documents within batch
69	Filler	A/N	432	69	500	M		Spaces

** Key -- M/O/C -- Mandatory/Optional/Conditional

Employee Trust Funds 2005 - Benefits Payment System	Version: 1.5
External Interface Definition - WiSMART - Cash Receipt (CR)	Date: 05/31/2007

1.3 Wismart CR Document Header Format

Record Location	Field Description	Data Type	Max Field Size	Start Pos	End Pos	M/O/C*	Valid Range	Business Rule
01	Record Type	A/N	1	1	1	M	'D'	'D' for Document Header
02	Filler	A/N	1	2	2	M		Spaces
03	Batch Type	A/N	2	3	4	M	'CR'	'CR' for Cash Receipt
05	Filler	A/N	2	5	6	M		Spaces
07	Batch Organization	A/N	3	7	9	M	'515'	'515' is ETF Agency Identifier
10	Filler	A/N	1	10	10	M		Spaces
11	Interface Assigned Identifier	A/N	2	11	12	M		Same as Batch Header Interface Assigned Identifier
13	Month Identifier	A/N	1	13	13	M		Same as Batch Header Month Identifier
14	Day Identifier	A/N	1	14	14	M		Same as Batch Header Day Identifier
15	Sequential Identifier	A/N	2	15	16	M		Same as Batch Header Sequential Identifier
17	Document Type	A/N	2	17	18	M	'CR'	'CR' for Cash Receipt
19	Filler	A/N	2	19	20	M		Spaces
21	Organization	A/N	3	21	23	M	'515'	'515' is ETF Agency Identifier
24	Filler	A/N	1	24	24	M		Spaces
25	Organization	A/N	4	25	28	M	?	Is this the same as 21?
29	Constant	A/N	1	29	29	M	'1'	Must be '1'
30	Document number	A/N	6	30	35	M	'CKBPS'	Prefixed with 'CKBPS'
36	Filler	A/N	1	36	36	M		Spaces
37	Transaction Code	A/N	2	37	38	M	'CR'	'CR' for Cash Receipt
39	Agency	A/N	3	39	41	M	'515'	'515' is ETF Agency Identifier
42	Organization	A/N	4	42	45	M	?	Same as 25?
46	Constant	A/N	1	46	46	M	'1'	Must be '1'
47	Transaction Number	A/N	6	47	52	M		Same as Document Number
53	Filler	A/N	12	53	64	M		Spaces
65	Action	A/N	1	65	65	M	'E'	'E' for Original Entry
66	Bank Account Code	A/N	2	66	67	M	'01'	'01'
68	Filler	A/N	4	68	71	M		Spaces
72	Comment	A/N	12	72	83	M		'A/R Deduction '+ mm-dd-yyyy
84	Document Total	M	14	84	97	M		Document total based on line amounts
98	Filler	A/N	403	98	500	M		Spaces

** Key - M/O/C - Mandatory/Optional/Conditional

APPENDIX I
DATA GOVERNANCE AND POLICY INFORMATION

DATA CLASSIFICATION POLICY

Statement of Policy

Department of Employee Trust Funds (ETF) data must be regularly reviewed and classified as outlined in this policy according to use, sensitivity, importance to ETF, and compliance with state and federal laws.

Rationale

Classification of data according to sensitivity is essential for ensuring that ETF applies the appropriate degree of protection to the data ETF maintains. Data used by ETF often contains detailed information about ETF participants. The protection of such information is driven by a variety of considerations, including legal, financial, and business requirements. This policy provides a framework for the classification of agency data to ensure its privacy and security.

Scope

This policy applies to all data produced and maintained by ETF. The policy applies regardless of the form the data takes or the medium in which the data is stored. Some examples of items covered under this policy are:

- Electronic records stored in ETF systems and in portable media;
- Information maintained by ETF in paper forms, reports, and other documents.

Examples of items not covered by this policy, but covered under other security policies regarding assets, are:

- ETF's facilities and telecommunications equipment;
- Server/network hardware, workstations.

Specifications

ETF will use the following classifications:

Public – Information that is not protected or private. Information classified as public has no state, federal, or international legal restrictions on access. Additionally, risk of unintended disclosure would be of low to no risk to ETF. There may occasionally be a policy reason to restrict certain access.

Examples: effective interest rates, insurance premiums, mortality rates, unfunded liability balances, benefit estimate wait times

Protected – Information that can be viewed and used by ETF employees and authorized third parties for official business purposes. Disclosure of this information to unauthorized parties carries some risk to participants and ETF, both financial and reputational.

Examples: member address, annual earnings, creditable service, benefit rights codes, employment information, controlled correspondence

Private - Information restricted to a specific subset of ETF employees and authorized third parties based on policies, statutes or state or federal regulations. This includes information that may be provided to the subject of the information or an authorized third party. Information for which an Information Owner has determined access will be classified as private. Unintended disclosure could require mitigation, reporting, possible fines, harm to the agency, participants and other third-parties. Information that is classified as private if unintentionally disclosed would carry significant risk to ETF. Examples: medical record documents, social security number, financial account numbers, any information or data that is unique to, assigned to, or belongs to an individual and that is intended to be used to access services, funds, or benefits of any kind to which the individual is entitled. Any information that can be associated with a particular individual through one or more identifiers.

Note: The definitions provided for the classifications listed above do not supersede the Wisconsin Public Records law, ss. 19.21 through 19.39, Wis. Stats., or any other state or federal authority regarding open or closed records such as s. 230.13, Wis. Stats., however the definitions may include information protected by Wis. Stats. s. 40.07.

Roles & Responsibilities

Data Custodian - Individuals who need and use agency data on a daily basis as part of their assigned employment duties or functions:

- Must be familiar with the agency's data governance and classification structure.
- Must comply with this policy and related standards, guidelines, and procedures issued by ETF in support of this policy.

Data Steward - An individual or entity assigned by an Information Owner to facilitate the interpretation and implementation of Data policies and guidelines. These individuals are responsible for ensuring these policies are being met.

Data stewards participate with Information Owners, business staff, IT data administration staff, application development teams, and knowledgeable departmental staff on projects creating, maintaining, and using agency data.

Information Owner – Individual or entity who provides assurance (for the ETF data for which they are responsible) that the data complies with Data Quality and Security & Privacy Policies as well as providing final authority and decision making with respect to the data.

In addition, these owners are responsible for mitigating risks and issues associated with this data and addressing remediation plans to minimize impact and exposure for ETF and any third parties who may be impacted. This responsibility may be delegated to Data Stewards.

The agency's data should be organized by the area responsible for it. Every piece of data owned, used, or maintained by the agency must have one or more Information Owners identified in the event that questions concerning access and availability arise. Information Owners must designate a Data Steward for their administrative unit.

Information Owners must implement appropriate managerial, operational, physical, and technical safeguards for access to, use of, transmission of, and disposal of ETF data. Private data are considered the most sensitive and require the highest level of protection. This policy provides examples of safeguards. However, Information Owners may implement procedures more restrictive than the ones identified in this policy. Owners may delegate enforcement of these procedures to Data Stewards.

Data Handling

General Safeguards for All Data

1. Using the categories Public, Protected and Private, Information Owners must classify all ETF data as soon as possible after the creation or acceptance of ownership by ETF.
2. Following initial classification, ETF data must remain classified at the initial level or reclassified as needed due to changes in usage, sensitivities, law or other relevant circumstances.
3. Classifications assigned to ETF data must be reviewed at least once every three (3) years by the Information Owner and reclassified based on changing usage, sensitivities, law, or other relevant circumstances.
4. Data must be protected in accordance with the security controls specified for the classification level that it is assigned.
5. The classification level and associated protection of replicated data must remain consistent with the original data [e.g. (i) confidential HR data copied to a CD-ROM, or other removable-media (e.g. flash drive), or from one server to another, retains its confidential classification; (ii) printed copies of Private Data is also classified Private].
6. Any physical or logical collection of data, stored, in transit, or during electronic transfer (e.g. file, database, emails and attachments, filing cabinet, backup media, electronic memory devices, sensitive operation logs or configuration files) containing differing classification levels must be classified as a whole at the highest data classification level within the collection. Any data subset that has been separated from any such collection must be protected in accordance with the protection specified for the classification level of the data subset if assigned; otherwise the data subset retains the classification level of the original collection and requires the same degree of protection.
7. Destruction of data (electronic or physical) or systems storing data must be done in accordance with ETF's Records Management Program.
8. Before systems or media are reused they should be erased according to ETF guidelines to ensure no residual data remains on the systems or media.

DATA LOGGING POLICY

Statement of Policy

Log files that are required by the Department of Employee Trust Funds (ETF) will adhere to standard practices defined in the procedures below. At a minimum, logging will be required for data classified as protected or private.

Rationale

ETF benefits data are important agency resources and assets. Log data will assist with problem resolution efforts, auditing work, and system restore operations. It will also be invaluable to system penetration attack investigations and fraud investigations. By standardizing minimum logging requirements, ETF can be better equipped to make decisions on how to configure systems. This policy will help with multi-operating system intrusion detection and prevention systems. Note that the logging approach specified in this policy can be captured by nearly any generally available operating system and application.

Definitions

Log – A computer record that maintains information defined for that particular system.

Roles & Responsibilities

Information Owner – Individual or entity who:

9. Assures that the systems and data they are responsible for comply with Data Quality and Security & Privacy Policies; and
10. Provides final authority and decision making with respect to the systems and data for which they are responsible.

General Logging Procedure Guidelines

Information owners assigned to draft written procedures should be subject-matter experts for the specific system requiring logging.

The Office of Internal Audit will provide a non-audit service of reviewing draft procedures and providing feedback on known best practices. Also, the Office makes no recommendation, nor accepts responsibility for management policies or procedures, because management is responsible for its policies and procedures.

Information owners will be responsible for drafting written procedures for logging based on these Procedure Guidelines:

- The log contains sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events.
- ETF allocates sufficient storage capacity and configures logging to prevent such capacity being exceeded.
- In the event the log cannot be written or storage capacity has been reached, the information system alerts appropriate personnel and takes one of the following additional actions: shutdown information system, overwrite oldest log, or stop generating logs.

- The information system provides a report generation capability.
- The information system provides the capability to automatically process log records for events of interest based upon selectable event criteria.
- The information system protects log information and analysis tools from unauthorized access, modification, and deletion.
- The information system provides timestamps for use in log generation.
- ETF retains logs for a minimum of 6 years, or as defined by Retention/Disposition Authorization (RDA) requirements, to provide support for after-the-fact investigations of security incidents and to meet regulatory and agency information retention requirements.
- Validate log settings for each system, ensuring that logs include a date, timestamp, user ID if available, source addresses, destination addresses, and various other useful elements of each packet or transaction. Systems will record logs in a standardized format. If systems cannot generate logs in a standardized format, deploy log normalization tools to convert logs into a standardized format.
- Operating systems will be configured to log access control events associated with a user attempting to access a resource without the appropriate permissions.
- Security personnel and system administrators will run routine reports that identify anomalies in logs. They will actively review the anomalies, documenting their findings.
- Each agency network will include at least two synchronized time sources, from which all servers and network equipment retrieve time information on a regular basis, so that timestamps in logs are consistent.
- Network boundary devices, including firewalls, network-based intrusion protection systems (IPS), and inbound and outbound proxies will be configured to record detailed information (that is, use the option to log verbosely) all traffic (both allowed and blocked) arriving at the device.
- All remote access to an internal network, whether through virtual private network (VPN), dial-up, or other mechanism, will be logged verbosely.

Data Auditing Policy

Statement of Policy

All production application systems that handle protected and private data of the Department of Employee Trust Funds (ETF) must, at a minimum, generate logs that capture every inquiry, addition, modification, and deletion to such information. The log events need to be audited and acted upon according to system specifications, regulations, and applicable statutes.

Rationale

Auditing capabilities are required under HIPAA and will also be very helpful when attempting to investigate and correct problems like errors and potential misappropriation of funds. Auditing capabilities will also assist staff doing routine and benign investigations of the use of resources. Use of risk management frameworks such as the Committee of Sponsoring Organizations (COSO), model best practices and can assist in determining appropriate audit scope and depth.

Definitions

Information Security –Protecting and preserving the confidentiality, integrity, authenticity, availability, and reliability of information.

Security Event – The security of an information system, service, or network may have been breached or compromised and an information security policy may have been violated or a safeguard may have failed.

Security Audit – Checking the efficiency of methods used to secure information systems and data, including whether the information security is adequate and whether there have been any security events.

Roles & Responsibilities

Information Owner – Individual or entity who:

11. Assures that the systems and data they are responsible for comply with Data Quality and Security & Privacy Policies; and
12. Provides final authority and decision making with respect to the systems and data for which they are responsible.

Scope

This policy requires the ability to account for all access to protected and private information like insurance data, retirement enrollment and eligibility data, personnel records, and other benefit data. For example, the insurance database must have an associated log that shows who accessed or updated the enrollment data and when. At a minimum, this policy applies to all protected and private data produced and maintained by ETF. The policy applies regardless of the form the data takes or the medium in which the data is stored. Because specific application systems are subject to change, this policy indicates the types of applications that should have associated logs or audit trails and does not name them. The log data elements will need to be determined on a case-by-case basis, and are not mentioned in the policy. See related Logging and Data Classification policies.

General Audit Procedure Guidelines

Information owners assigned to draft written procedures should be subject-matter experts.

The Office of Internal Audit will provide a non-audit service of reviewing draft procedures and providing feedback on known best practices. Also, the Office makes no recommendation, nor accepts responsibility for management policies or procedures, because management is responsible for its policies and procedures.

Information owners will be responsible for drafting written procedures for audit logging based on these Procedure Guidelines:

- ETF will regularly review and analyze logs for indications of inappropriate or unusual activity, investigate suspicious activity or suspected violations of ETF work rules and state and federal law, report findings to appropriate officials, and take necessary actions.
- ETF will periodically test the audit analysis process by creating controlled, benign events in logs and monitoring devices and measuring the amount of time that passes before the events are discovered and action is taken. ETF will ensure that a trusted person is in place to coordinate activities between the incident response team and the personnel conducting such tests.
- ETF will deploy a Security Event and Information Management (SEIM) system tool for log aggregation and consolidation from multiple machines and for log correlation and analysis. ETF will deploy and monitor standard scripts for analysis of the logs, as well as using customized local scripts.
- ETF will establish and follow a process for revoking system access by disabling accounts immediately upon termination of an employee or contractor.
- ETF will monitor network and mainframe login account usage to determine dormant accounts that have not been used for 30 days, notifying the user or user's manager of the dormancy. If the user is on temporary leave, ETF will temporarily disable the account. If the user is not expected to return to ETF, the account will be disabled.
- On a periodic basis, ETF will require that managers match active employees and contractors with each account belonging to their managed staff. If a manager discovers an account that is not assigned to an active employee or contractor, that manager will report the account to security or system administrators who will disable those accounts. ETF will monitor attempts to access deactivated accounts through audit logging.

CRESTONE

**Request for Proposal (RFP) ETC0019
Financial Management Information Services (FMIS)
Implementation Services
Due March 15, 2013**

REDACTED for CONFIDENTIALITY



State of Wisconsin Employee Trust Fund

CedarCrestone, Inc.

1255 Alderman Drive
Alpharetta, GA 30005

Sherie Monroe

sherie.monroe@cedarcrestone.com

248.935.6945

This document was prepared for the exclusive use of the designated recipient and contains proprietary and confidential information of CedarCrestone, Inc. Distribution outside the designated recipient's organization is prohibited.



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PROPOSALS MUST BE SEALED AND ADDRESSED TO:

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

AGENCY ADDRESS:

Department of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETC0019**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due **MUST** date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal 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. Vendor should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

VENDOR (Name and Address)

CedarCrestone, Inc.
1255 Alderman Drive
Alpharetta, GA 30005

Sherie Monroe
248.935.6945

Proposals **MUST** be in this office no later than

March 15, 2013, 2:00 PM, CST

Public Opening

No Public Opening

Name (Contact for further information)

Mark Blank

Phone

608.266.8989

Date

February 22, 2013

Quote Price and Delivery FOB

Head Quarters – Madison WI

Description

Financial Management Information Services (FMIS) Implementation Services Request for Proposal (RFP) for the Department of Employee Trust Funds (ETF)

RFP amendments, questions and answers will be posted on the ETF Website at <http://etfextranet.it.state.wi.us> and will not be mailed.

Payment Terms: 30 days

Delivery Time:

We claim minority bidder preference s. 16.75(3m) Wis. Stats.. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. The Wisconsin Department of Commerce must certify the bidder. 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.

Yes No Unknown

We are a work center certified under s. 16.752 Wis. Stats. 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

Yes No Unknown

Wis. Stats. s. 16.754 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 proposal 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 proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor 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 Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print) Paul Simmons	Title Executive Vice President	Phone (404) 307.3704	
		Fax (678) 385.7541	
Signature of Above	Date 03/13/13	Federal Employer Identification No. 58-2548193	Social Security No. if Sole



Tab 1 – Transmittal Letter

March 12, 2013

Direct Phone: 404.307.3704
paul.simmons@cedarcrestone.com
PAUL SIMMONS
EXECUTIVE VICE PRESIDENT

Mr. Mark Blank
RFP ETC0019
Department of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

RE: Financial Management Implementation Services ETC0019

Dear Mr. Blank:

CedarCrestone, Inc. is pleased to submit this response to the Request for Proposal ETC0019 for Financial Management Information Services (FMIS) Implementation Services for the Department of Employee Trust Funds (ETF) Wisconsin Retirement System (WRS).

CedarCrestone specializes in implementing PeopleSoft Financials and has the experience, methodologies, and qualified staff to deliver a successful implementation project. CedarCrestone has performed many PeopleSoft Financials projects over the past 20+ years including two implementations for large, complex public retirement systems.

Company Representatives

As Executive Vice President, I am authorized to legally bind CedarCrestone. Ms. Monroe is the authorized representative of CedarCrestone. Her contact information follows:

Sherie Monroe
CedarCrestone, Inc.,
1255 Alderman Drive, Alpharetta, GA 30005
Phone: 248.935.6945 fax: 678.690.1726
sherie.monroe@cedarcrestone.com

We are confident that we would meet ETF's objectives for this project and achieve successful results. We look forward to participating in your upcoming evaluation effort.

Sincerely,

Paul Simmons
Executive Vice President
CedarCrestone, Inc.



V. Executive Summary

Our Understanding of IMRF's Objectives

CedarCrestone understands that Wisconsin Department of Employee Trust Funds (ETF) has recognized areas in need of modernization and process improvement which will enable the organization to enhance its overall effectiveness. As part of a Global Technology Initiative, ETF plans to implement a new Benefits Administration System. In preparation for the new pension system, ETF desires to implement a financial system with accounting functions to cover the following business areas:

- » General Ledger
- » Accounts Payable
- » Accounts Receivable
- » Budget
- » Reporting
- » Cash Management
- » Project Accounting
- » Fixed Asset Management

The move to a PeopleSoft Financial system will transition ETF from multiple-spreadsheet based programs and various databases that have collectively been found to be inefficient due to extensive manual data entry, time consuming reconciliation processes, and onerous training impacts. The current systems do not support the highly desired automation of workflow or audit functions. Existing systems are outdated and rapidly becoming obsolete.

In order to avoid impacting the Benefits Administration system implementation plan, ETF desires to have the PeopleSoft Financial system implemented by December 2013.

CedarCrestone: The Leader in Implementing the Oracle Solutions

CedarCrestone has been in business for nearly 30 years and employs more than 600 talented and experienced resources focused on delivering PeopleSoft solutions. This makes us the largest firm focused on delivering PeopleSoft solutions and puts us in a Category of One. Our size and corporate strength provides CedarCrestone with a greater capacity to deliver and innovate than smaller niche competitors. Additionally, CedarCrestone is more focused, nimble, easier to work with, and provides better value for our clients in comparison to the giant professional services firms.

CedarCrestone is able to provide ETF with a single source for services for the complete PeopleSoft Financials implementation. We have provided similar services to the following public sector clients:

- » Broome County Government
- » City and County of Denver
- » City of Boston
- » City of Milwaukee
- » City of Tallahassee, FL
- » Nassau County, NY
- » Several Departments within New York State
- » New York State Teachers' Retirement System
- » State of Kansas
- » State of Mississippi Public Employees Retirement System

CedarCrestone's experience with the above public sector entities, especially the public retirement systems, positions us as a uniquely qualified PeopleSoft consulting services provider for ETF.



Proposed Approach

CedarCrestone is proposing a January 2014 deployment date to coincide with ETF's fiscal quarter begin and calendar year begin. The project will be substantially complete by ETF's target date of December 2, 2013 as the User Acceptance/Parallel Test cycle will be nearing completion. CedarCrestone is proposing a January deployment date with a clear understanding of Pension Benefit Administration System implementation project goals and expected timelines. The month of December 2013 will primarily encompass project planning and cutover activities and pose little impact on the ETF Financial team members completing the FMIS project.

The project scope includes the implementation of Oracle's PeopleSoft General Ledger/Commitment Control, Accounts Receivable, Accounts Payable, Asset Management, and Billing over an 8½ month project timeframe. At ETF's discretion we have included the option to implement PeopleSoft Projects should requirements necessitate the additional module. It is expected this decision would be made during CedarCrestone's Interactive Design/Prototyping (IDP) sessions when more detailed projects information is available.

Our proposed approach and timeline are consistent with our experience at other like-sized entities. Provided we begin by April, we are comfortable the dates we have provided in this response are achievable.

Highlights of Our Approach

Our approach is based on our experience at other clients where we have delivered successful results. CedarCrestone has performed several projects that resemble ETF's project, and participants from those projects would be included on our team to provide the know-how acquired from these experiences. Highlights of our approach include:

- **Experienced Project Management** – CedarCrestone has delivered over 300 projects in the public sector with an outstanding record of on time and on budget performance. This success is in large part possible because of our experienced project managers. Our project management methodology is based upon the Project Management Institute's Project Management Body of Knowledge (PMBOK).
- **Collaborative Design** – CedarCrestone will present Pension-specific configuration recommendations for ETF to consider in a collaborative fashion, making sure that the ETF project team is well-informed about what other funds have done and any system related risks before making design decisions
- **Rigorous Testing** – CedarCrestone will conduct thorough testing with the ETF team to reduce risk, validate requirements, transfer knowledge, and provide predictable results during the project
- **Knowledge Transfer** – CedarCrestone will focus on knowledge transfer for both the technical resources and the functional core team over the course of the project to confirm that the ETF project team is well positioned to serve as super users, support the new environment, and achieve self-sufficiency at the conclusion of the project. This will be accomplished through the design sessions that focus on the architected solution, the functionality available in the application, and the joint testing process. Knowledge about transactions and business processes will also be transferred to end users of the system through classroom training, user procedures, and job aids.



- **Quality Reviews** – an experienced project manager will review project quality, share lessons learned, and provide suggestions at the conclusion of each phase during the project
- **Onsite Services** – our project team will be onsite to promote knowledge transfer, collaborate on design, test the solution, and work side-by-side with ETF’s project team

Proposed Team

Experienced and Talented PeopleSoft Resources

Of utmost importance to our proven methodology is its execution by a seasoned team of uniquely qualified professionals. Our proposed team brings extensive industry and product experience and will help in shaping the solution to meet ETF’s system vision for its future. While the software delivers inherent capabilities and best practices, it is the implementation team that orchestrates the project and configures the software into a tailored solution for each client. CedarCrestone’s proposed team averages 14+ years of PeopleSoft experience and all resources have public sector project experience as illustrated in the table below.

Table 1. Resource Experience Table

Resource	Role	Years of PeopleSoft	Years of Industry Experience	Pension/ Public Sector Experience
	Project Manager General Ledger/ Commitment Control	15	29	✓
	Receivables / Billing / Projects	15	30	✓
	Payables / Assets	18	25	✓
	Pension/Financials Advisory Role	14	26	✓
	System Admin/Technical Lead	17	28	✓
	Developer 1	16	20	✓
	Developer 2	12	12	✓
	Developer 3	14	18	✓
	Training Lead	15	15	✓
	Trainer	3	3	✓



Conclusion

CedarCrestone commends ETF for its steadfast commitment to providing your members, retirees, and beneficiaries with pension benefit programs and services that are soundly financed, prudently administered, and delivered with understanding and responsiveness.

We wholly understand the importance of successfully implementing your new financial system prior to your new pension benefits administration system. It is important because the financial system must be installed on time in order to clear the way for the new pension benefits administration system. In addition, it will develop useful momentum and “enterprise implementation best practices” for the organization as you approach the pension benefits administration project which is more complex and inherently consequential to your mission. As the leading implementer of PeopleSoft financials and line of business solutions for public retirement systems, we understand your unique requirements and appreciate the importance of both of these projects. We are confident that we can successfully deliver the first stage of this modernization program for ETF and position you well to carry forward this momentum into your next phase – the pension benefits administration system implementation.



Tab 2 – Required Forms

The vendor must complete and/or include the following required State of Wisconsin forms:

- I. Proposer's Checklist – Appendix A
- II. Mandatory Requirements – Appendix B
- III. Designation of Confidential and Proprietary Information – Appendix C
- IV. Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) – Appendix D and Special Terms and Conditions – Section 4.10
- V. Vendor Information (DOA-3477) and Vendor References (DOA-3478) – Appendix E

CedarCrestone has completed all the required forms and included them behind Tab 2 – Required Forms.



APPENDIX A PROPOSER'S CHECKLIST

RFP ETC0019
Mandatory

This appendix must be completed with proposal.

- (X) 1. PROPOSAL COVER PAGE SIGNED (DOA-3261)
- (X) 2. TRANSMITTAL LETTER (Section **Error! Reference source not found.**)
- (X) 3. AGREEMENTS
 - Appendix A – Proposer's Checklist
 - Appendix B – Mandatory Requirements and Mandatory Deliverables
 - Appendix C – Designation of Confidential and Proprietary Information
 - Appendix D – Standard Terms and Condition and Supplemental Standard Terms and conditions for Procurements for Services
 - Section 4.10 – Special Terms and Conditions
 - Appendix E – Vendor Information and Reference Sheets
- (X) 4. RESPONSE TO SECTION **Error! Reference source not found.** (**Error! Reference source not found.**)
- (X) 5. RESPONSE TO SECTION **Error! Reference source not found.** (**Error! Reference source not found.**)
- (X) 6. ASSUMPTIONS AND EXCEPTIONS
- (X) 7. COST PROPOSAL

PROPOSING VENDOR NAME:

DATE:

CedarCrestone, Inc.

March 15, 2013

AUTHORIZED REPRESENTATIVE:

Paul Simmons



APPENDIX B MANDATORY REQUIREMENTS

RFP ETC0019
 Mandatory

This appendix must be completed with proposal.

The following requirements are mandatory and must be met by all vendors submitting proposals. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. However, if you disagree with any of the statements below, ETF may consider your proposal only if the issue is addressed in Proposal Tab 5 – Assumptions and Exceptions.

MANDATORY REQUIREMENTS	Check One	
	Agree	Disagree
1. The Proposer must meet the minimum requirements as described in Section 3 of this RFP.	X	
2. The Proposer agrees to adhere to all ETF Department standards, policies and procedures while on-site at ETF and in all work performed with and for ETF. Any exceptions to this statement must be cleared, in writing, by ETF.	X	
3. The Proposer has no conflict of interest with regard to any other work performed for the State of Wisconsin.	X	
4. The Proposer must propose a team of consultants who have worked previously in public sector projects for comparable clients while in the vendor's employment and comply with the requirement(s) in Section Error! Reference source not found. Error! Reference source not found.	X	
5. The Proposer agrees to comply with Section Error! Reference source not found. Error! Reference source not found. , 4.4.12, 4.5, 4.7, and 4.8	X	



**APPENDIX C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY
INFORMATION**

**RFP ETC0019
Mandatory**

This appendix must be completed with proposal.

The proposer must supply 2 electronic copies with all confidential material redacted on CD-ROM and marked as "Redacted for Confidentiality".



STATE OF WISCONSIN

DOA-3027 N(R01/98)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # ETC0019 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/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals 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.

We request that the following pages not be released

Section	Page #	Topic
Executive Summary	Page 3	Personnel Table
3.2 Minimum Qualifications	Page 34	3.2.2 Key Personnel/Resource Table
3.1 and 4.5.1	Page 15 and 68	Organization Charts (Resource Names)
Resumes	Appendix A	Resumes and References

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/proposal 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.

Company Name CedarCrestone, Inc.

Authorized Representative _____
 Signature

Authorized Representative Paul Simmons, Executive Vice President
 Type or Print

Date March 13, 2013

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



**APPENDIX D
STANDARD TERMS AND CONDITIONS**

RFP ETC0019

**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 addressed in Proposal
Tab 5 – Assumptions and Exceptions**

CedarCrestone has provided Exceptions to Appendix D – Standard Terms and Conditions within
Tab 5 – Assumptions and Exceptions.



**APPENDIX E
VENDOR INFORMATION
AND REFERENCE SHEETS**

RFP ETC0019
Mandatory

This appendix must be completed with proposal.



STATE OF WISCONSIN

DOA-3477 (R05/98)

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME CedarCrestone, Inc.
FEIN 58-2548193
Phone (678)385-7540 Toll Free Phone (866)827-3786
FAX (678)385-7541 Email Address sherie.monroe@cedarcrestone.com
Address 1255 Alderman Drive
City Alpharetta State GA Zip + 4 30005-4156

2. Name the person to contact for questions concerning this bid / proposal.
Name Sherie Monroe Title Director of Client Services
Phone (678)256-2324 Toll Free Phone ()
FAX (678)690-1726 Email Address sherie.monroe@cedarcrestone.com
Address 1255 Alderman Drive
City Alpharetta State GA Zip + 4 30005-4156

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 Marlene Smith Title VP, Human Resources
Phone (678)256-2324 Toll Free Phone (866)758-4137
FAX (678)690-1726 Email Address marlene.smith@cedarcrestone.com
Address 1255 Alderman Drive
City Alpharetta State GA Zip + 4 30005-4156

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.
Name Sherie Monroe Title Director of Client Services
Phone (678)256-2324 Toll Free Phone ()
FAX (678)690-1726 Email Address sherie.monroe@cedarcrestone.com
Address 1255 Alderman Dr.
City Alpharetta State GA Zip + 4 30005-4156

5. CEO / President Name Cal Yonker, CEO
This document can be made available in accessible formats to qualified individuals with disabilities.



STATE OF WISCONSIN
DOA-3478 (R12/96)

VENDOR REFERENCES

FOR VENDOR: CedarCrestone (Note: Reference summaries are provided below. Please see Section 3.2.1 Proposer Minimum Qualifications for additional project details)

Company Name Public Employees' Retirement System of Mississippi (MS PERS)

Address (include Zip + 4) 429 Mississippi Street, Jackson, Mississippi 39201

Contact Person Greg A. Gregory, Deputy Administrator – Administrative Services Phone No. 601-359-2217

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

CedarCrestone is providing implementation services, including Pension Benefits Administration implementation services, to MS PERS. Products include: PeopleSoft Financials 9.1 (General Ledger, Payables, Receivables, Cash Management, Financials Portal Pack); PeopleSoft HCM 9.1 (Human Resources, Payroll, Base Benefits, ePay, eProfile, eBenefits, Pension Administration); Oracle ECM; PeopleSoft CRM 9.1; CRM Portal Pack; Oracle OBIEE; User Productivity Kit; and Fusion Middleware

Company Name City of Boston

Address (include Zip + 4) Office of the Chief Financial Officer
5th Floor, 26 Court Street, Boston, MA, 02108

Contact Person Naveen Reddy, Director – Business Improvement Phone No. 617-635-9555

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

Since 2005, CedarCrestone has been providing various services to the City including Implementation, Re-Implementation, Upgrade, Technical Application Management Services, and Training for the following products: Financials (General Ledger, Commitment Control, Purchasing, Payables, Receivables, Billing, Asset Management, eProcurement, Supplier Contracts, Strategic Sourcing, User Productivity Kit); Portal; HCM (Payroll, Human Resources, Base Benefits, Time & Labor, ePay, eBenefits, eDevelopment, eProfile, eProfile Manager, Talent Acquisition Manager, Candidate Gateway)



Company Name City of Milwaukee

Address (include Zip + 4) 809 N. Broadway St., Ste 400, Milwaukee, WI 53202

Contact Person Sharon Struble, Enterprise System Manager Phone No. 414-286-8598

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

CedarCrestone has continuously provided PeopleSoft hosting, upgrade and implementation consulting services to the City since 2002 for the following applications: PeopleSoft Financials (General Ledger, Accounts Payable, Purchasing, Asset Management, Billing, and Accounts Receivable); HCM (Payroll, Human Resources, Benefits Administration, eProfile, eBenefits, and ePay)

Company Name New York State Teachers' Retirement System (NYSTRS)

Address (include Zip + 4) 10 Corporate Woods Drive, Albany NY 12211

Contact Person Kevin Schaefer, Chief Information Officer Phone No. 518-447-2938

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

CedarCrestone successfully implemented Oracle's PeopleSoft Financials, Human Resources, Payroll, and Pension Administration System in the course of a multi-year project. The rollout of the employer reporting application, loan processing application, and all membership and benefit payment functionality, is in full production status. Products included: PeopleSoft Financials (General Ledger, Accounts Payable, Accounts Receivables, and Purchasing), Human Resources, Payroll, and Pension Administration System

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



Tab 3 – Response To Section 3: Minimum Vendor Requirements:

Minimum Vendor Requirements: Provide a point-by-point response to each and every statement in Section 3 of this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.

All proposers 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 1.2 Preparing and Submitting a Proposal.

If there are requirements in this RFP which the proposer believes they exceed, or the proposer believes they add value that distinguishes them from other potential vendors, the proposer should note those capabilities in their response to each section as appropriate. Additionally, if there are requirements the vendor knows PeopleSoft is incapable of satisfying, the vendor should explain in detail why that is the case and how it might be worked around or otherwise satisfied – or why it need not be satisfied.

3.1 Organizational Capabilities

Response to the following statements or questions should demonstrate the vendor's organization's ability to address ETF's requirements as outlined in this RFP.

1. Provide your company's name, home office, address of the office providing services under the contract and the telephone number, fax number and e-mail addresses for individuals providing services under the contract.

CedarCrestone Corporate Offices

CedarCrestone, Inc.
1255 Alderman Drive
Alpharetta, GA 30005
www.cedarcrestone.com

Support Office

CedarCrestone's Corporate Offices in Alpharetta, just outside of Atlanta, GA will help support the ETF project team. The back office team will provide support, including administrative, accounting, and technical.

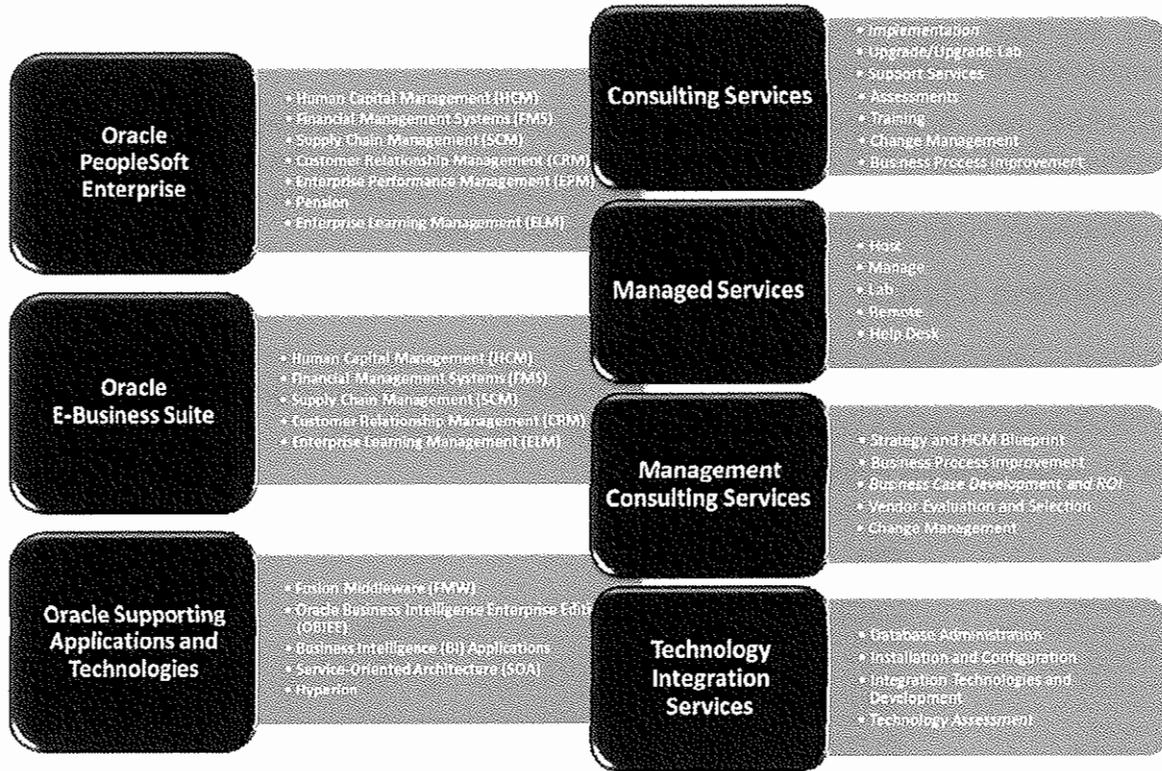
2. Provide information about your company's principal business, information about your company's ownership, number of employees, number of offices and locations.

Principal Business

CedarCrestone provides an unparalleled depth of knowledge and broadly skilled resources. They are committed to being on the forefront of delivering cutting edge technology and integration best practices to bring value-add to our client's investment. CedarCrestone offers clients full service capabilities from the initial onsite implementation services to continuous support through its Managed Services offerings. CedarCrestone has offices in Georgia, Arizona, Colorado, and India.

The following figure provides a summary of our service offerings.

Figure 1. CedarCrestone Public Sector Products and Services



Of relevance to ETF, CedarCrestone has a track record of success with Public Sector, including Pension client engagements. We have established specialized practices to support our service offerings as summarized below:

Public Sector Practice - CedarCrestone is well positioned to help public sector organizations implement and manage major change and technology initiatives now and into the future. The CedarCrestone public sector practice includes public retirement funds, state governments and agencies, local government (including cities, counties, townships, towns, etc.), K-12 public schools, and special districts and authorities. It established a dedicated Public Sector Practice fifteen (15) years ago and has partnered with clients to complete over 300 successful PeopleSoft projects for over 80 unique Public Sector organizations.

Pension Practice -- CedarCrestone has invested heavily over a 10+ year period in developing companywide pension implementation services and expertise. We understand the impacts associated with fund and membership growth, continued legislative changes and the evolution of member and retiree needs. The pace of public retirement change will only increase in upcoming years necessitating flexible, robust, configurable solution to meet key stakeholder needs. Our investment has led to highly differentiated pension solutions inclusive of additional value added knowledge repository for large public retirement customers. These include Employer Reporting, Service Purchase, Refunds, Pension Analytics, and Loans.

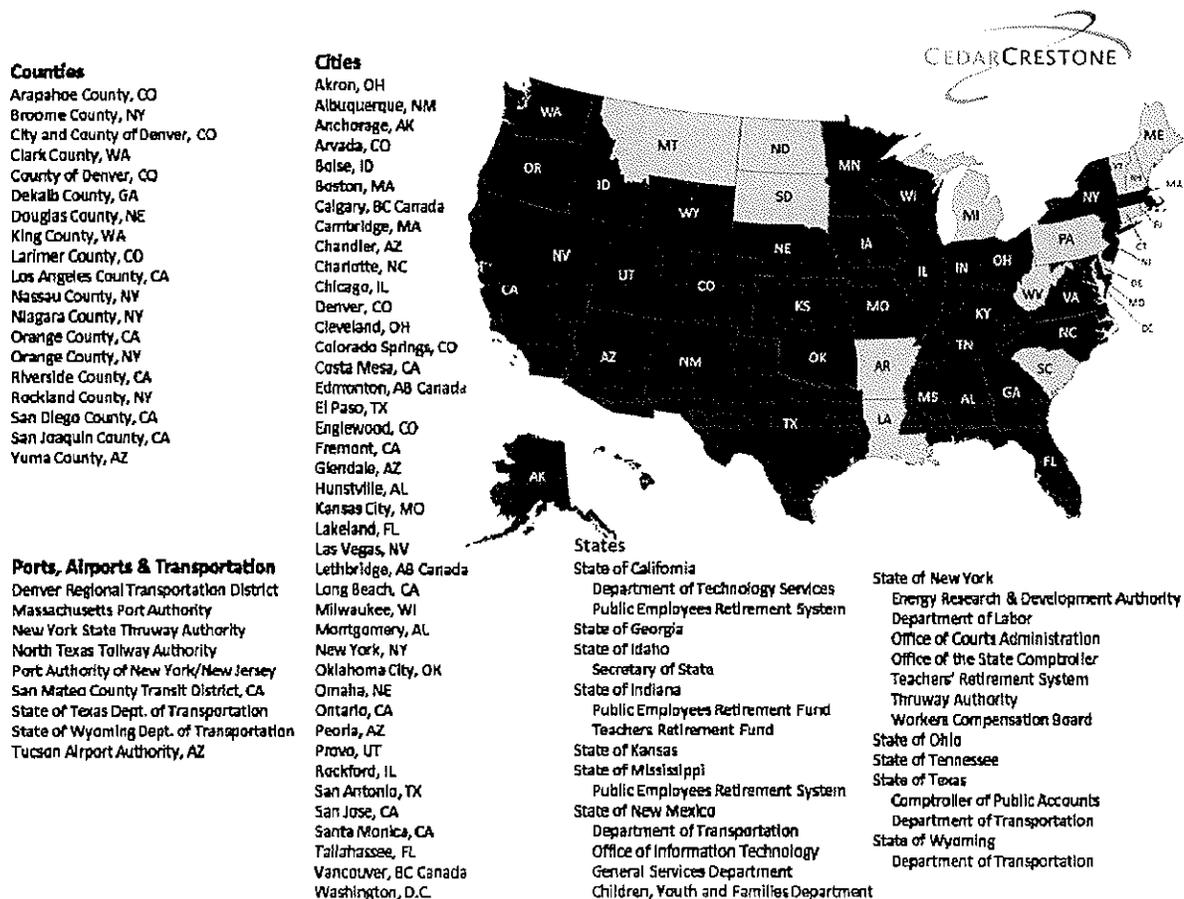
For more than two years, CedarCrestone and Oracle worked jointly to enhance the Oracle Pension Offering. In this role, CedarCrestone employees worked within Oracle's product development team and evolved the Oracle Pension Offering to better serve the needs of complex public retirement systems. As a result, they have unique insight into product functionality and the resources that developed and supported this solution and related enhancements.

CedarCrestone has deep experience implementing PeopleSoft for statewide, multiple employer retirement systems such as ETF. CedarCrestone has experience implementing PeopleSoft Financials for New York State Teachers' Retirement System (NYSTRS) and is currently implementing Financials at the State of Mississippi Public Employees Retirement System (MS PERS).

CedarCrestone Clients

The mission of CedarCrestone's Public Sector Practice is to provide government clients with innovative and creative Oracle solutions to meet their business needs and achieve their organizational objectives. CedarCrestone has provided a listing of our Oracle Public Sector clients below.

Figure 2. CedarCrestone Public Sector Clients





CedarCrestone Ownership

CedarCrestone, Inc., is a Delaware corporation with U.S. Tax ID 58-2548193.

On January 28, 2011, the CedarCrestone Group, Inc., immediate parent to CedarCrestone, Inc. was effectively acquired by Golden Gate Capital, a private equity firm located in San Francisco, California through a newly formed holding company, IT Services Parent Corporation (Delaware). This transaction involved replacement of the prior majority institutional shareholder, Alchemy Partners, LLP, with a new institutional shareholder. CedarCrestone's management continued forward as previously constituted. CedarCrestone is the sole shareholder of Adrenaline Resources, Inc. (Delaware) and majority shareholder of CedarCrestone Software India, Private Ltd.

CedarCrestone Average Number of Employees

CedarCrestone is one of the largest firms that is focused on delivering Oracle solutions, with over 900 employees of which over 600 are experienced Oracle ERP application consultants.

Number of Years in Business

CedarCrestone, Inc. was organized in Delaware in 2000.

CedarCrestone Additional Offices

CedarCrestone Denver Office
143 Union Blvd
Denver, Colorado 80228

CedarCrestone Tempe Office
4015 S. McClintock Drive
Suite 109
Tempe, Arizona 85282

CedarCrestone India Office
201,202 Mahavir Chambers
Liberty CrossRoads
Hyderabad 500 029
Andhra Pradesh, India

a) Include any pending plans for your company's expansion, relocation, consolidation, merger, acquisition, or sale.

CedarCrestone is a privately held company and as such does not disclose this information.

b) Provide a review of the evolution of the growth of your organization, highlighting any acquisitions, and/or mergers over the past five years.

CedarCrestone was formed in 2005 when Cedar Enterprise Solutions (founded in 1981) and Crestone International (founded in 1995) merged to create a powerhouse of PeopleSoft expertise, addressing the most complex of business requirements.



c) Provide your company's short and long-term strategic business plans.

With more than a 30-year history of delivering client success, CedarCrestone's strategy is to better serve clients by investing in CedarCrestone's core capabilities based on market insight, client needs, industry trends, and the strategic direction for Enterprise Resource Planning (ERP) solutions. This approach has led CedarCrestone to provide a comprehensive service offering that includes industry-based consulting, advanced technology, and top-tier managed services. This combination allows CedarCrestone to provide unique, differentiated solutions to clients.

The landscape of the applications and technology marketplace is rapidly changing with the infusion of new technologies and deployment options, such as Software as a Service (SaaS), mobile applications, and subscription-based pricing. As such, CedarCrestone maintains a strong focus on its current service offering, but also continues to evolve as a company to embrace new technologies and/or deployment options for the benefit of its clients.

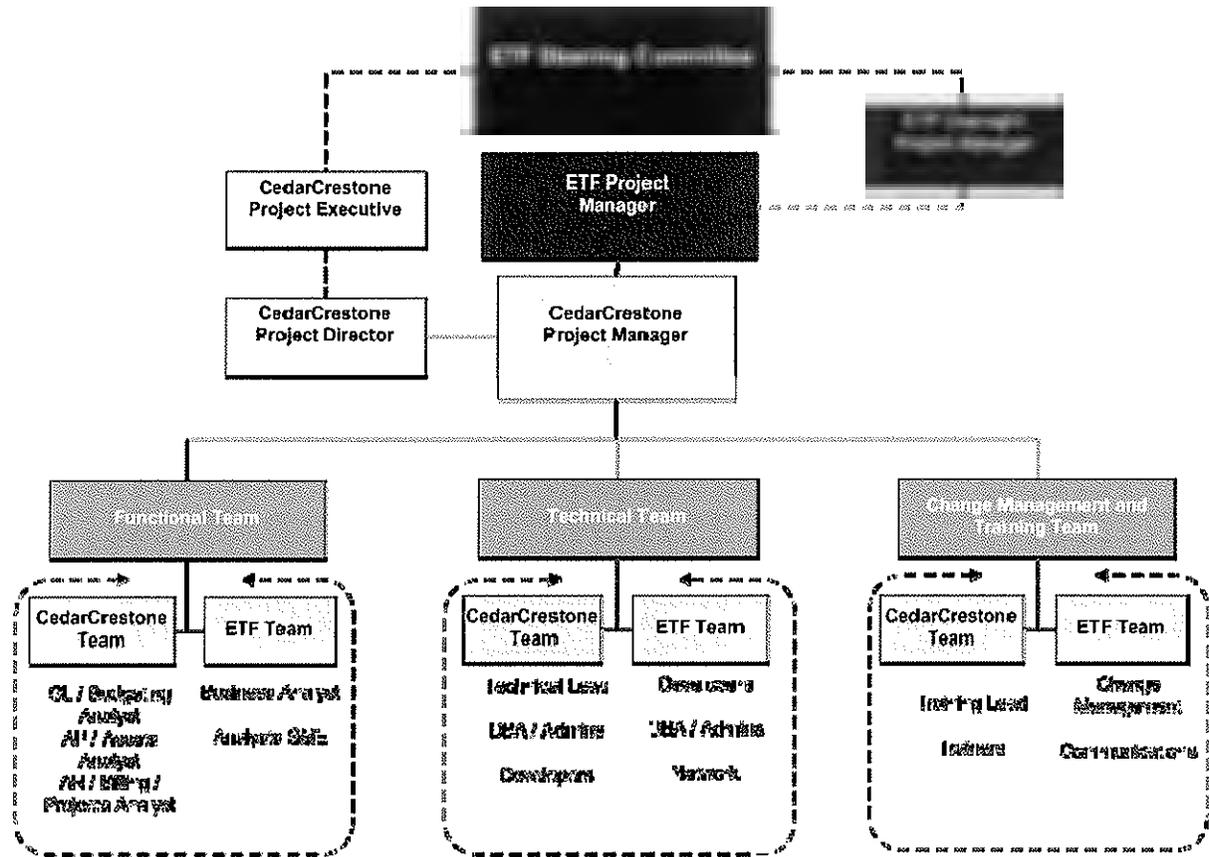
3. Provide information about any accreditations, certifications or industry designations your company currently holds, and/or has been awarded in the past 5 years.

CedarCrestone received Oracle Titan Awards, annual achievement awards given by Oracle Corporation, in 2005, 2007, 2008, and 2010. Oracle also awarded CedarCrestone Excellence Awards in 2007 and 2008. The Oracle Excellence Awards recognize outstanding performance in delivering professional services in the Oracle market. In addition, for more than two years, CedarCrestone exclusively co-developed the Pension Solution with Oracle. As part of the co-development agreement, CedarCrestone embedded employees within Oracle's product development team to evolve the Pension Solution to better serve the needs of complex public retirement systems. As a result, we have unique insight into product functionality, product direction, and the resources that develop and support this solution and the related enhancements. Our multi-year, multi-million dollar commitment to continuously improving the Oracle Pension Solution demonstrates that we are truly invested in the success of public retirement systems using Oracle applications.

4. Organization Charts – Provide a proposed project organization chart.

The proposed project structure has the team broken into four (4) workgroups. The groups include the following areas: 1) Project Leadership 2) Functional Team 3) Technical Team 4) Change Management and Training Team. These workgroups within the overall project team will be jointly staffed by ETF and CedarCrestone. CedarCrestone will provide leadership for the different team workgroups throughout the project. The Organization Chart below outlines the proposed structure.

Figure 3. ETF Project Organization Chart



5. Organization Narratives – To supplement the organization chart, describe the functional responsibilities, interaction and reporting relationships. Further, describe the Proposer's view of the nature of the relationship between ETF and the Proposer.

We base our organizational structure on an understanding of the objectives of this project and our experience from past projects of similar scope. Our organizational structure provides the leadership and necessary communication channels to direct, manage, and complete the business requirements and business processes for ETF.

We selected the roles and responsibilities for each management and staff resource carefully, based on relevant experiences from other similar client engagements and ETF specific requirements. This approach reduces the ETF's risk during the project design, construction, and implementation phases.



Each role outlines the strong functional and technical skills in the Financials Solution required to deliver the functionality ETF seeks.

We organize into workgroups focused on a specific project function and aligned with ETF’s defined key personnel positions. Workgroup lead positions include the Project Manager, Functional Analysts, Technical Lead, and Training Lead. All workgroup leads report to the Project Manager. CedarCrestone will provide the workgroup leadership roles and will support the ETF team members throughout the project. This joint project team approach fosters team-building and facilitates knowledge transfer. The Role Responsibilities are outlined below:

Table 2. Role Responsibilities

Role	ETF / CCI	Duties and Responsibilities of Role
Project Leadership Team		
Steering Committee Project Executive Project Director	These roles will be staffed by both CCI and ETF.	<ul style="list-style-type: none"> ▪ Provide overall project management support ▪ Maintain communication with the project leadership structure and the Project Steering Committee ▪ Help review the quality and integrity of the work performed ▪ Help allocate necessary resources to the project team ▪ Help monitor the project operates within the defined scope of the engagement and that team resources are used efficiently and effectively ▪ Help resolve high-level management issues ▪ Provide counsel to the onsite project management team ▪ Obtain ETF feedback on project ▪ Verify the ETF is satisfied with the project work being performed ▪ Suggest quality improvements for the project
Project Manager	This role will be staffed by both ETF and CCI.	<ul style="list-style-type: none"> ▪ Maintain communication with steering committee ▪ Manage overall project ▪ Update/maintain program management plan ▪ Establish project planning guidelines ▪ Enforce project management procedures ▪ Monitors and reports the project progress against milestones, schedules, and budgets for sign-off and delivery ▪ Manage the acquisition of resources to meet project plan and for the allocation of resources to greatest need and priority ▪ Manage the development of the workplans and help monitor actual results meet plan requirements ▪ Meet with team to discuss resource issues ▪ Direct team in completing deliverables per the planned schedule and cost ▪ Direct status meetings ▪ Identify service delivery process improvement opportunities ▪ Direct and monitor quality and audit compliance ▪ Proactively manage project risk ▪ Manage subcontractor(s) ▪ Review project planning guidelines



Role	ETF / CCI	Duties and Responsibilities of Role
		<ul style="list-style-type: none"> * Facilitate ETF review and approval of deliverable * Provide monthly update to Steering Committee * Motivate and inspire team to success * Shape and lead programs that translate process application and/or integration shortfalls into transformation programs/projects * Link business requirements to metrics established in business case * Influence client direction based on Application Assessment and Requirements results * Articulate application and integration strategy and architecture point of view and thought leadership for business solutions * Envision new and innovative approaches and predict probable business outcomes * Influence client direction based on application design and architecture * Define solution architecture * Shape and lead large-scale application design and architecture activities * Identify issues impacting the business architecture * Manage relationships with application and technology vendors to provide value to our clients through alliances * Influence and shape points-of-view on process best practices * Establish acceptance of designs with client executives * Translate and convey impact of process and system changes to bottom line * Shape and lead large scale application build, test, and deploy activities * Assess and manage risk and issues throughout all aspects of the application implementation * Monitor total cost of ownership metrics for actual impact of application implementation
Functional Team		
Module Consultant/Analyst	CCI will provide the lead analysts for the business areas. ETF will provide resources that will work with the CCI leads throughout the project.	<ul style="list-style-type: none"> * Analyze and design new business processes * Work with business architect and other planners to assess current capabilities and identify high-level requirements * Identify and define business process and solution configuration requirements * Set up and maintain the Requirements Traceability Matrix * Work with the project manager, architects, and other team members to define metrics and performance goals for the Solution implementation * Participate in transitioning the requirements to the designers, and help confirm a clear and complete understanding of the requirements * Assist in translating requirements into test conditions and expected results for product, performance, and user



Role	ETF / CCI	Duties and Responsibilities of Role
		acceptance testing * Participate in quality management reviews as outlined in the Verification and Validation Overview, in particular reviews of the designs, prototypes, and other requirements work products to help monitor they fulfill the requirements * Serve as a liaison to the business community. Participate in a user and task analysis to maintain the business community's perspective * Serve as a resource for the human performance architects as they evaluate training and performance support needs and design the training and performance support products * Understand that client team members often fill this role. This role includes the business process experts involved in defining the business processes and performing any business process reengineering required before the solution implementation is designed and configured from a technical perspective
Technical Team		
Technical Lead	CCI will provide the technical lead for the project.	* Define the structure of the technical team, and allocate the tasks to the team members * Manage day-to-day tasks and issues on the technical team side, and report to management daily * Understand the business issues driving deployment, and be able to convert those into technical requirements and implement the solutions accordingly * Mentor and monitor technical designers assigned to the project * Work with the customer and end users to define application and technical requirements * Lead the application and technical analysis, design, and implementation, and help verify that the product fulfills the requirements * Work with the support unit to determine how the application is supported in production, including backups, disaster recovery, system performance, and project management * Identify and communicate any cross-area or cross-release issues that may affect other project areas * Adhere to all quality management plans and standards by participating in quality management reviews as outlined in the Validation Task Overview * Provide technical leadership to the technical team * Verify that team members are assigned to the right types of role for future growth (i.e., promotion) within the company * Manage project scope, and complete the project on time and within budget
Developer – Conversions	CCI will provide the conversion lead for loading the data into PeopleSoft. ETF will	* Assist in defining and maintaining the Conversion inventories * Manage the Conversion work from functional design through go-live * Inform the project manager of Conversion issues that may



Role	ETF / CCI	Duties and Responsibilities of Role
	provide the resources that will extract the data from the legacy systems.	<ul style="list-style-type: none"> affect other areas of the project 13 Assist in resolving issues regarding Conversion components 14 Participate in quality reviews of Conversion designs 15 Provide Conversion status to project management on a regular basis
Developer - Reports	CCI will provide the developers that will develop the reports for the project.	<ul style="list-style-type: none"> 16 Assist in defining and maintaining the Report inventories 17 Manage the Reporting work from functional design through go-live 18 Inform the project manager of Reporting issues that may affect other areas of the project 19 Assist in resolving issues regarding Reporting components 20 Participate in quality reviews of Reports designs 21 Provide Reporting status to project management on a regular basis
Developer - Interfaces	<p>CCI will provide the developers that will develop the interfaces that will load the data in and out of PeopleSoft.</p> <p>ETF will provide the resources that will insure the integrated data will load into 3rd party systems and data into the required format for integration into PeopleSoft.</p>	<ul style="list-style-type: none"> 22 Use the business process design to drive out the full set of application requirements: functional, quality, integration, and security 23 Work with the process team leads to create a high-level design of an end-to-end integration solution by: A) Defining the flow of data between the applications that must be integrated. B) Mapping business process activities to the applications that support them. C) Drafting a data object model that provides a common structure for mapping the data between the applications 24 Based on the activity and data flow diagrams, create an inventory of all cross-application interactions or interfaces, also referred to as business events or messages 25 Work closely with the business analysts and users to confirm the integration requirements identified 26 Facilitate Interactive Design sessions with the interfacing application teams to verify cross-team communication and collaboration 27 Assess the impact of the integration requirements to the technical architecture and specify the integration service requirements 28 Validate that the integration solution and integration architecture designs utilize the integration architecture components appropriately
Developer - Customizations	CCI will provide the developers to perform the customizations.	<ul style="list-style-type: none"> 29 Assist in defining and maintaining the Customizations inventories 30 Manage the Customizations work from functional design through go-live 31 Inform the project manager of Customizations issues that may affect other areas of the project 32 Assist in resolving issues regarding Customizations components 33 Participate in quality reviews of Customizations designs 34 Provide Customizations status to project management on a



Role	ETF / CCI	Duties and Responsibilities of Role
		regular basis
Developer - Workflow	CCI will provide the developers to configure the identified workflows.	<ul style="list-style-type: none"> ▪ Assist in defining and maintaining the Workflow inventories ▪ Manage the Workflow work from functional design through go-live ▪ Inform the project manager of Workflow issues that may affect other areas of the project ▪ Assist in resolving issues regarding Workflow components ▪ Participate in quality reviews of Workflow designs ▪ Provide Workflow status to project management on a regular basis
Database Administrator / Admin-Environments	Both CCI and ETF will provide the resources for the DBA and Admin project needs. CCI will lead the project efforts.	<ul style="list-style-type: none"> ▪ Generate, configure, and optimize the performance of the databases ▪ Support the efforts of the test lead and deployment lead to plan, manage, and deploy the application ▪ Operate and support the database ▪ Update logical and physical database designs with changes ▪ Document benchmarks and procedures needed to optimize performance. Help verify that all guidelines are followed ▪ Provide input on any design decisions for interfacing or integrating databases ▪ Work with the configuration manager to determine change control and impact analysis for the databases
Change Management and Training Team		
Change Management / Communications Lead	ETF will provide the resource that will support the team with Change and Communication needs.	<ul style="list-style-type: none"> ▪ Define the project's external communications scope ▪ Create the Workplace/Department Readiness Plan ▪ Create the project's Communication Plan ▪ Manage the Change Management Program, including the delivery of communications and assessment of change readiness in the departments/agencies ▪ Plan and manage teams work effort ▪ Document and communicate training and change management issues ▪ Report weekly status to the Project Management ▪ Facilitate ETF review and approval of deliverables ▪ Promote open communications through frequent and regular team meetings and one-on-one conversations ▪ Promote/encourage knowledge transfer activities
Training Lead	CCI will provide the Training Lead for the project.	<ul style="list-style-type: none"> ▪ Manage the design and development of training ▪ Oversee the implementation of the Training Plan ▪ Define the Training Program and the scope of training materials ▪ Create the Training Plan and workplan ▪ Work with the customer and end users to define and review all training, communication, performance support, and organization design requirements, goals, and strategies ▪ Design role, job, team, based on the changes in the processes and application ▪ Design the training, communications, and performance



Role	ETF / CCI	Duties and Responsibilities of Role
		<ul style="list-style-type: none"> support standards and deliverables ▪ Verify that the training, performance support, communication, and organization designs fulfill the requirements and complement each other without duplicating effort ▪ Review the training, performance support, and organization design deliverables throughout development to help verify quality and traceability to requirements ▪ Manage the training, performance support, and organization analysis, design, and build effort ▪ Verify that the programmers responsible for developing any technical architectures or applications for the training and performance support products thoroughly understand the requirements and designs ▪ Identify and communicate any cross-area or cross-release issues that may affect other areas of project ▪ Work with other architects to help monitor that the application will meet objectives and performance goals as defined in the requirements ▪ Verify organization has necessary infrastructure to support the strategies on an ongoing basis ▪ Adhere to all quality management plans and standards by participating in quality management reviews as outlined in the Validation Task Overview ▪ Work with the ETF organization to transition people to the new organization structure
Trainers	CCI will the resources to develop the training materials and support the initial training sessions. ETF will provide resources that will support any future post-project training needs.	<ul style="list-style-type: none"> ▪ Develop the approach for customizing training and education ▪ Conduct release training and education ▪ Evaluate the effectiveness of release training and education ▪ Create training and support deliverables ▪ Define data necessary to support training exercises ▪ Test training materials ▪ Conduct Train-the-Trainer training sessions

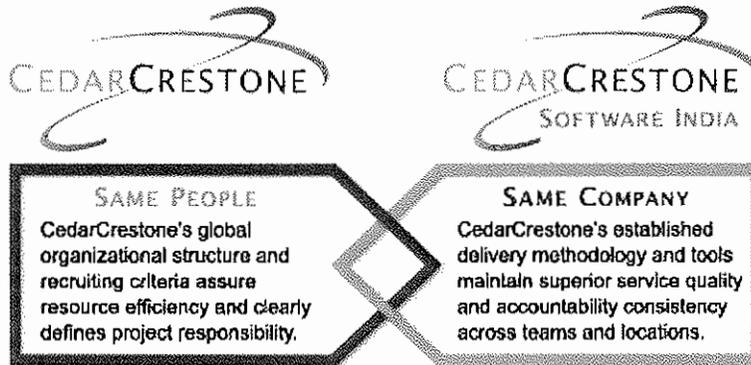
6. Staff Location Plan - The Proposer must describe its approach for creating a presence at ETF including the location of vendor staff and equipment.

CedarCrestone plans to have the majority of its team onsite at ETF's project site location. These resources will include the Project Director, Project Manager, functional leads, technical lead / admin, developers and trainers. CedarCrestone also plans to invest in local Wisconsin university graduates to help grow a local presence. These resources would not play key roles on the team, but help the project support activities throughout the project. Each CedarCrestone resource will have a laptop, if ETF does not provide work stations for the consultants.

The primary efforts being completed off-site will be around non-critical development areas, as directed and reviewed by the on-site team. The CedarCrestone team will utilize CedarCrestone India in limited amounts to deliver off-site development components of this project.

CedarCrestone India is a wholly owned subsidiary of CedarCrestone, Inc. With this delivery model, we go beyond establishing the typical Onsite / Offshore model by offering in-depth local consulting presence, onsite teams focused on the customer's business applications, and the management depth that partners closely with our clients. Our highly skilled resources average 5 to 7 years of PeopleSoft experience working with the Oracle product suite and are exposed to all things PeopleSoft. India personnel work through our night in support of our Host and Application Management Services clients to confirm client systems are being supported, maintained, and monitored 24x7 consistent with service level agreements. CedarCrestone India's team retention is excellent. The turnover rate over the last twelve months was less than 5%.

We take pride in the "Same Company – Same People" concept and our India employees are an integral part of the global CedarCrestone family. CedarCrestone India employees are governed by the same confidentiality agreements and Information Security policies as its parent organization.



7. Availability – The Proposer must provide assurance that any of its staff not physically located in Madison, Wisconsin, will be available to ensure that the project schedule is met, including a discussion of other projects to which they may be simultaneously assigned.

The majority of our consultants are located outside of Madison, WI and will be traveling to the project site weekly. CedarCrestone understands and agrees that all staff will be onsite as contracted. Our consultants are experienced in traveling to client sites and understand the demands. The key personnel provide a strong foundation and will be dedicated full-time to this project. Additionally, CedarCrestone plans to invest in hiring local Wisconsin college graduates to help grow a local presence in Madison, WI to the benefit of ETF. These resources would not play key roles on the team, but help the project support activities throughout the project. The offsite resources assigned to the project will be dedicated to this project during this assigned timeframes.

8. Monitoring deliverables – Identify the type and appropriate level of resources required to monitor deliverables and associated milestones for this project. Please share your methodology and approach to address this need.

All deliverables will be funneled through the CedarCrestone Project Manager for either distribution or as a copy from the appropriate Lead. It will be the responsibility of the CedarCrestone Project Manager to maintain the Deliverables Approval Matrix with the current status of every deliverable. In addition, before

distribution, the CedarCrestone Project Manager will validate that the reviewers/approvers listed on the Approval Matrix are still valid for the specific deliverable ready for review.

In order to adhere to these requirements, CedarCrestone has adopted the following control methodology:

- ✦ Generic templates, for both deliverable outlines and completed documents, will be created for each of the Microsoft Office document types – Word, Excel, PowerPoint, Visio – including all the formatting standards required by ETF. Additional templates with additional formatting and detail will be built for specific classes of deliverables, such as Meeting Agendas, Meeting Minutes, Functional/Technical Specifications, etc. A template “folder” will reside in the Deliverable Repository and will contain the most current version of the template. Project Team members responsible for developing a document will “pull down” the most recent version of the appropriate template before creating their outline or document.
- ✦ Checklists will be created for each type of deliverable to be submitted for review. The checklist, at a minimum, will include all the formatting, content and delivery detailed requirements outlined in the RFP. A completed checklist will accompany each deliverable ready for distribution. The checklists will also reside in the template “folder” in the Deliverable Repository.
- ✦ As documents are being developed the most current version will be posted to the Deliverable Repository in a Work in Process folder. Team members will be required to “check out” documents if they are in the process of updating the document and to “check in” the document when finished. This allows the most current version of the document is always available to other team members for review or information. The CedarCrestone Project Manager will be responsible for monitoring the Deliverable Repository so that documents are not “checked out” for extended periods of time.
- ✦ All deliverables ready for submission to ETF will be routed through the CedarCrestone Project Manager for a quality review. In addition to reviewing the content, the CedarCrestone Project Manager will also verify the document adheres to the documentation standards required by ETF.
- ✦ For documents that do not require ETF approval/sign-off, such as Meeting Minutes or Meeting Agendas, the document will remain in the Work in Progress folder for a period of 2 business days after distribution to allow ETF staff adequate time to provide feedback. Once feedback has been received and the document is updated it will be posted to the appropriate folder by Phase in the Document Repository.
- ✦ For documents requiring review, feedback and ultimately approval/sign-off, the CedarCrestone Project Manager will “check-out” the current version of the document from the Work in Progress folder and post the document in a Review folder. A transmittal letter (email) indicating the document has been posted for review will be sent to the ETF’s Project Manager for review and approval.
- ✦ The ETF Project Manager will be responsible for funneling all feedback from ETF reviewers to the CedarCrestone Project Manager for all documents requiring formal approval and sign-off. This feedback is to be received within 2-5 business days of original distribution. In the case of unusually large documents or if multiple documents are being distributed to the same set of reviewers in a short period of time, the review period may be extended upon mutual agreement between the CedarCrestone Project Manager and the ETF Project Manager. Any change in review period must be agreed upon at the time of submission for review.
- ✦ Upon receipt of the document feedback, The CedarCrestone Project Manager will “check out” the document from the Review folder and check it back into the Work in Progress folder. The feedback

will then be forwarded to the CedarCrestone Project team member responsible for the document. After completing the updates, the revised document will be resubmitted for review until final acceptance by ETF.

- The “accepted” document will be posted to the appropriate Deliverable Set folder by Phase. Write access to this folder will only be granted to the CedarCrestone Project Manager and the ETF Project Manager. A Deliverable Approval form will be presented to the ETF Project Manager for sign-off. Once signed, this form will be scanned and posted in PDF format to the same folder in the Deliverable Repository as the final document.
- Deliverable Set folders will be changed to “read only” access for all team members, including the project management once all documents have been approved and signed off.

The CedarCrestone Project Manager in conjunction with the ETF Project Manager will refine the above proposed control methodology and document the Deliverable Review and Approval Process in Phase 1 of the project.

Figure 4. Sample Deliverable Approval Matrix

Deliverables Approval Matrix		Executive Sponsor/Project Ch.	Steering Comm.	Cedar Project Manager	CedarCrestone Project Manager	Client Technical Lead	Client Functional Lead
Line ID	Phase 1 – Plan & Prepare						
	Project Launch					P	A
P-01	Planning Agenda						
	Standards and Controls						
	Planning Meeting Minutes						
P-02	Project Charter						
	Project Repository						
P-03	Deliverable Approval Matrix and Log						
	Rollout Meeting Agenda						
	Rollout Meeting Presentation						
	Strategies and Plans						
	Conversion Strategy						
	Security Strategy						
	Reporting/Monitoring Strategy						
	Testing Strategy						
	User Training and Assistance Strategy						
	Deployment Strategy						
	Production Support Strategy						
	Risk Management Document						
	Knowledge Transfer Plan						
	Change Management Plan						
	Communication Plan						
	Project Team Training Plan						
	Rollout Charter						

Figure 5. Sample Deliverable Approval Log

Deliverables Approval Log									
Doc ID	Deliverable	Review Cycle #	Submitted for Review Approval	Version #	Review Days	Feedback Due Date	Receipt Date Feedback	Approved	Final
	Phase 1 - Plan & Review								
	Project Launch								
P-01	Planning Agenda	1	6/15/2009	1	10	6/29/2009	6/19/2009		
	Standards and Controls	2	6/22/2009	2	10	7/6/2009		6/23/2009	
P-02	Planning Meeting Minutes								
	Project Charter								
P-03	Project Popularity								
	Deliverable Approval Matrix and Log								
	Project Kick-off Meeting Agenda								
	Project Kick-off Meeting Presentation								
	Strategies and Plans								
	Conversion Strategy								
	Security Strategy								
	Reporting/Accounting Strategy								
	Testing Strategy								
	User Training and Assistance Strategy								
	Deployment Strategy								
	Production Support Strategy								
	Risk Management Document								
	Knowledge Transfer Plan								
	Change Management Plan								
	Communication Plan								
	Project Team Training Plan								
	Technical Charter								
	Review Preparation								
	Review Calendar								
	Review Agendas								
	Review Sessions								
	Module Questionnaire								
	Module Functionality Checklist								
	Customization Inventory								
	Conversion Inventory								
	Interface Inventory								
	Support Inventory								
	Review Session Minutes								
	Review Findings, Comments								
	High-Level Project Schedule								

9. Provide a description of any and all contracts currently held by your company with other public retirement and benefits administration systems. The response must:

- Identify the entity.
- Briefly describe the services provided.
- Identify the length of the contract including the start date.
- Identify and briefly describe the resource commitment.

The main active pension project that will be occurring during the time that the proposal will be submitted is the MS PERS project. The MS PERS project started September 2010 and is in the testing phase with final rollout plans scheduled for Fall 2013. CedarCrestone is providing implementation services for MS PERS to replace their Imaging System, Financials System and Line of Business Pension applications with Oracle's Pension solution. The Imaging System went live in January 2012. CedarCrestone has dedicated resources for this project in the areas of Project Management, functional analysts, technical team and training. The resource counts are outlined within **Section 3.2.1 Proposer Minimum Qualifications**.



10. Please outline and describe the nature of any subcontractors, business relationships, partnerships, or co-ownership partnerships currently in place. Indicate any ongoing responsibilities – financial, strategic or otherwise – in place or that result from these ties. If such relationships exist, describe these responsibilities in detail.

None of the services to be provided by the contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals, or other such entity without the prior written consent of the Department. The determination of whether such consent will be provided shall rest solely with the Department. No subcontract or delegation shall relieve or discharge the contractor from any obligation to meet deliverables, stated time frames or from liability under the contract.

CedarCrestone will not be utilizing subcontractors or any other relationship to complete this project.

11. Provide information about contract performance. The response must include specific detailed information regarding legal action(s), including pending actions and those taken against your company in the past five (5) years, for:

- a) Any and all situations where your company has defaulted on a contract to provide consulting and implementation services.
- b) Any and all litigation regarding contracts to deliver services.
- c) Any and all situations where a contract has been canceled or where a contract was not renewed due to alleged fault on the part of your company.
- d) State whether or not your company has been subject to any sanctions or enforcement action related to privacy compliance including civil or criminal sanctions or enforcement actions.

CedarCrestone has not defaulted on any contract to provide consulting and implementation services or had any contract canceled or not renewed due to any such default. It has not been subject to any sanctions or enforcement action relating to privacy compliance. The litigation in which it has been involved in the last five years which relates to its services is listed below:

- i. PHA v. CedarCrestone, Inc., Civ. Action No. 08-1192, E.Dist.Pa. Resolved prior to trial by payment to CedarCrestone.
- ii. CedarCrestone, Inc. v. Westaff, Civ. Action No.1:09-CV-1740, US District Court, GA. CedarCrestone sued Westaff for termination fee due as result of sale of Westaff to new corporation. Judgment for CedarCrestone; related matter pending in California dismissed upon payment in full of judgment.
- iii. Brookings Institute v. CedarCrestone, Inc., United States District Court, District of Delaware – Civil Action 1:10-cv-00294. This lawsuit was filed but voluntarily dismissed with prejudice without service on CedarCrestone. The parties entered into a mutual release.
- iv. CedarCrestone, Inc. v. NASDAQ, Supreme Court, State of New York, Index No. 11/114177. CedarCrestone sued NASDAQ for breach of contract. Resolved by payment to CedarCrestone.
- v. CedarCrestone v. Affiliated Computer Services, U.S.D.C. Northern District TX, 3:12-cv-4673. CedarCrestone sued Affiliated Computer Services for failure to pay invoices. Counterclaim. Matter is pending.
- vi. Oracle America, Inc. v. CedarCrestone, CV 12 4626 (U.S.D.C., N. D. Cal). Oracle has claimed that a small part of CedarCrestone's business violated Oracle copyright. Counterclaim. Matter is pending.



3.2 Minimum Qualifications

3.2.1 Proposer Minimum Qualifications

The successful vendor, or the vendor's key primary consultant, must have implemented those PeopleSoft modules on the Oracle database selected for use at ETF in at least three other engagements with requirements similar in complexity to those outlined herein, one such client being a public sector agency.

The proposer must submit as part of their response:

- a) A detailed description of three similar past projects, including services and dates the services were provided.

Reference #1

Organization Name:	Public Employees' Retirement System of Mississippi (MS PERS)
Project Start Date:	September 2010
Project End Date:	<p>Project 1 (ECM): January 2012</p> <ul style="list-style-type: none"> * Scope: ECM implementation with integration to legacy Pension system <p>Project 2 (Line of Business): October 2013</p> <ul style="list-style-type: none"> * Scope: Oracle Pension Solution implementation (including Financials) <p>Production and Warranty Support: October 2013 and ends September 2014</p>
Project Details:	<p>MS PERS provides retirement, disability and survivor benefits to eligible Mississippi State and Local employees and serves approximately 188,000 active members and 88,000 retirees, and has 900 participating employers.</p> <p>CedarCrestone is partnering with MS PERS to lead the replacement or upgrade of their current systems. At a high-level the replacement/upgrade includes, at minimum, the following:</p> <ul style="list-style-type: none"> * Infrastructure and Technical Environments (Not CCI responsibility to replace, but to provide recommendations and guidance) * Imaging system * Business Intelligence Reporting System * Financial system * Payroll for retirees * Pension system * Web portals and self-service functionality for Active/Inactive Members, Retirees and Employers * Annual member Statements * Data Cleansing and conversion * The system MS PERS is implementing includes the following



	<p>products/technologies:</p> <ul style="list-style-type: none"> ▪ PeopleSoft Financials 9.1 Implementation: General Ledger, Payables, Receivables, Cash Management, Financials Portal Pack ▪ PeopleSoft HCM 9.1 Implementation: Human Resources, Payroll, Base Benefits, ePay, eProfile, eBenefits, Pension Administration ▪ Oracle ECM 11g Implementation: Oracle Universal Content Management, Oracle Imaging and Process Management, Oracle Distributed Document Capture, Oracle Document Capture ▪ PeopleSoft CRM 9.1 Implementation: HelpDesk for Human Resources, CTI Integration, Multichannel Communications, CRM Portal Pack ▪ PeopleSoft EPM 9.1 Implementation: Data Warehouse ▪ Oracle OBIEE 11g: Oracle BI Server, Oracle BI Answers, Oracle BI Interactive Dashboards, Oracle BI Delivers, Oracle BI Disconnected Analytics, Oracle BI Publisher ▪ User Productivity Kit (UPK) 11 ▪ Fusion Middleware 11g: Oracle SOA Suite, BPEL Process Manager, Business Activity Monitor ▪ Servers: HP Servers for Production, Test, Development, and Data Warehouse environments based upon MS PERS' request ▪ Network: 10 GB Backbone ▪ Desktops: A minimum of 2G of RAM and 2.4GHz Pentium on client machines. Power users will have 4MB RAM. Operating system is Windows 7. MS Office 2007. Internet browser is Internet Explorer 9 ▪ Platform: Oracle 11g RAC clusters for database high availability with HP servers
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Reference #2

Organization Name:	City of Boston
Project Start Date:	April 2005; Financials implementation started in January 2011
Project End Date:	Ongoing; Financials implementation went live July 2012
Project Details:	<p>CedarCrestone began working with the City of Boston in April 2005 to assist the City with their efforts to significantly expand the scope of services provided by their PeopleSoft application systems. CedarCrestone initially provided the City with a comprehensive set of Management Consulting services. Through the relationship established between CedarCrestone and the City of Boston with the these initial services, CedarCrestone continued to provide consulting services targeting key strategic needs for the City's HCM upgrade and Enterprise Portal, HCM Self-Service, and Recruiting Solutions implementation projects.</p> <p>In October 2007, CedarCrestone began and continues to provide Technical</p>



	<p>Application Management Services (TAMS) for technical administration and support of the City's PeopleSoft application systems and related PIA infrastructure and DB2 databases. CedarCrestone is providing the ongoing full-time services of an onsite Technical Support Manager, four dedicated remote support personnel, and various application-specific consulting resources on an as-needed basis to the City of Boston.</p> <p>In January 2011, CedarCrestone began providing consulting services to the City for the re-implementation of the Boston Administrative Information System (BAIS) PeopleSoft Financial application from Version 8.4 to Version 9.1. Consulting services include project management, functional and technical services.</p> <p>The City's products include:</p> <ul style="list-style-type: none"> • Financials: General Ledger, Commitment Control, Purchasing, Payables, Receivables, Billing, Asset Management, eProcurement, Supplier Contracts, Strategic Sourcing, User Productivity Kit • Portal • HCM: Payroll, Human Resources, Base Benefits, Time & Labor, ePay, eBenefits, eDevelopment, eProfile, eProfile Manager, Talent Acquisition Manager, Candidate Gateway
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Reference #3

Organization Name:	City of Milwaukee
Project Start Date:	May 2002; The latest Financials project started April 2010
Project End Date:	Ongoing; The latest Financials project went live in October 2010
Project Details:	<ul style="list-style-type: none"> • CedarCrestone has been providing hosting services to the City of Milwaukee since 2003. CedarCrestone hosts and maintains the City of Milwaukee's PeopleSoft Financials, HRMS and Portal applications. CedarCrestone provides application hosting and management services for the City on an enterprise-class Sun/Oracle infrastructure including Oracle Administration and version support, Unix Administration and version support, PeopleSoft administration and version support, Systems/Network monitoring and management, and application of all fixes, updates and tax and regulatory updates for both HRMS and Financials applications. CedarCrestone also provides Level 1 technical support and troubleshooting if/when system issues occur. • CedarCrestone upgraded City of Milwaukee's FMS from version 8.8 to 9.1. We provided shared project management support, functional resources, upgrade lab services, and hosting support. City of Milwaukee performed the technical retrofit effort. Consultants were onsite from April 5, 2010 through November 5, 2010. • CedarCrestone assisted the City with their HCM 9.1 upgrade project which started in March 2011 and went live in August 2011. We provided shared project management, functional, technical, upgrade lab, and hosting support. • CedarCrestone's past City upgrade experience includes:



	<ul style="list-style-type: none"> ▪ v8.3 HCM Upgrade: Fixed bid HCM upgrade from v7.02 to v8.3 starting May 6, 2002 through November 29, 2002. Post-production support provided through January 2003. ▪ v8.9 HCM Upgrade: Fixed bid upgrade of the HCM 8.3 application to version 8.9 starting in March 2007 and going live on August 30, 2007. ▪ v7.5 SP2 Financials Upgrade: Fixed bid Financials upgrade support for the v7.5 SP2 release in June 2003 ▪ v8.8 Financials Upgrade: Fixed bid execution from March 2004 through November 2004. ▪ The City's products include: <ul style="list-style-type: none"> ▪ Financials: General Ledger, Accounts Payable, Purchasing, Asset Management, Billing, and Accounts Receivable ▪ HCM: Payroll, Human Resources, Benefits Administration, eProfile, eBenefits, and ePay
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Reference #4

Organization Name:	New York State Teachers' Retirement System (NYSTRS)
Project Start Date:	June 2002
Project End Date:	August 2004 – go live; supported additional services through April 2010
Project Details:	<p>NYSTRS provides retirement, disability and death benefits to eligible New York State public school teachers and administrators. NYSTRS is the second largest public retirement system in the state and the 8th largest public sector fund in the nation. NYSTRS serves approximately 250,000 active members and 110,000 retirees and beneficiaries with 825 employers.</p> <p>NYSTRS selected the Oracle PeopleSoft Solution and identified the following major goals for the project: Integration of disparate applications associated with pension administration including active member, retiree, and loans applications; implementation of Web-based technology that would support the eventual roll-out of self service; and development of increased automation and functionality for a growing retiree population with minimal increase to staff levels. Secondary drivers included the desire to bring Payroll in-house and to integrate the business applications for Pension, Payroll, Financials and Human Resources (HR) where appropriate.</p> <p>The application solution integrates Oracle's web-based PeopleSoft HR, Finance and Pension applications. The employer reporting application, in addition to all membership and benefit payment functionality, is in full production status. Replaced outdated legacy applications for HR, pension, general ledger, accounts,</p>



payable, etc.

The scope of implementation services included business process reengineering, project management, public retirement product and implementation services, application configuration services, education, organizational change management, and application support.

The NYSTRS project implementation was performed in three major stages (rollouts to production). Following is a description of the functionality implemented in each stage:

Stage 1 – implementation of HR and Base Benefits functionality for NYSTRS staff.

Stage 2 – implementation of General Ledger, Accounts Payable, and Purchasing for the enterprise. HR was enhanced by the implementation of Payroll, Benefits Administration, and Time and Labor

Stage 3 - This stage includes implementation of Pension Administration, Pension Payroll, and Accounts Receivable for the enterprise.

CedarCrestone successfully implemented Oracle’s PeopleSoft HR, Payroll, Financial, and Pension Administration System in the course of a multi-year project. The rollout of the employer reporting application, loan processing application, and all membership and benefit payment functionality, is in full production status.

NYSTRS’ products included:

- Financials: General Ledger, Accounts Payable, Accounts Receivables, and Purchasing
- HCM: Human Resources, Payroll, and Pension Administration System



b) Staffing on each of the above referenced projects.

Organization Name	Staffing
MSPERS	For the financial portion of the implementation the staffing includes: 2 financial functional analysts and a shared technical developers with the overall project. Project management is shared as well over the entire project.
City of Boston	For the most recent financials implementation/upgrade project: Full time Project Manager, 5 Functional leads (GL/Commitment Control/AM lead; AP Lead; PO/eProcurement lead; Supplier Contracts/Strategic Sourcing Lead; AR/Billing Lead); 1 Technical Lead; 1 Conversion Lead, 1 Change Management Lead Part-time: 2 Trainers; 1 Testing Coordinator; 1 Infrastructure Lead; 1 Technical Developer/Security; 2 technical developers; 1 Change Management Lead; 1 Business Process Reengineering Lead
City of Milwaukee	For the most recent financials project the staffing included: 1 Project Manager/GL/Asset Management Functional Lead; 1 AP/Procurement Lead; 1 AR/Billing Lead; 1 Upgrade Lab Resource, 1 part-time technical developer, and Hosting Support as needed.
NYSTRS	For the financial portion of the implementation the staffing included two functional leads and two technical leads. Project management is shared as well over the entire project.

c) The fees/price of the services that were provided on each project.

Organization Name	Financial Project Fees
MSPERS	For the financial implementation the project fees are \$799,800, However, the resources have been supporting the GL, AR, and AP ties to the LOB business implementation as well and therefore have spent additional time on the project.
City of Boston	For the most recent financial implementation the project fee was \$7,060,768
City of Milwaukee	For the financial upgrade the project fee was \$696,210
NYSTRS	For the financial portion of the implementation the project fee was approximately \$2,000,000

d) A reference sheet for each of the above referenced projects. Use the Reference Sheets in Appendix E to provide the information. Each reference must identify:

- i) The company/agency for which services were provided and the type of program administered.
- ii) A contact person whom ETF may contact.
- iii) Details of products and services provided.

ETF reserves the right to contact references other than those provided.

Please see Tab 2 – Required Forms, Appendix E, Vendor References of this proposal for the completed reference form with the requested information above.

3.2.2 Key Personnel, Other Vendor Staff, and Subcontractors

In this part of the proposal, the Proposer must provide resumes for all personnel assigned to the project. The Proposer must propose a team of consultants who have worked together previously in similar projects with functionality comparable to that requested herein. Potential key personnel are identified as, but not limited to:

- Project Manager/Team Lead
- Other to be identified by Proposer

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. At least three years of experience in PeopleSoft projects, as a project lead, a DBA, and/or as a developer.
2. Reference to at least three similar successful and completed projects in the public sector.
3. Relevant education and training, including college degrees, dates, and institution name and location including any PeopleSoft and/or Oracle Certifications
4. Best practices and lessons learned that resource would use to accomplish deliverables.
5. Names, positions, titles, e-mail address and current phone numbers of a minimum of three references from prior clients who can attest to the individual's experience and ability to perform tasks in a project similar to that described herein. References may be the same as those provided for corporate references. They may not be employees of the proposer. ETF reserves the right to contact other references not listed in the proposal.
6. Type and length of professional work experience with the vendor and or subcontractor.
7. Percentage of the staff member's time to be devoted to this project, any percentage devoted to other projects occurring in the same time frame, and the projected start date for working on the project.
8. Experience in verbal and written communication with both technical and non-technical individuals.
9. Background and experience in sufficient detail to convince ETF these individuals can perform the work required under this RFP. Where reference is made to use of a specific tool, reference must include the name of the tool and where, when, and how it was used.

We have provided experienced key and essential personnel with a demonstrated history of successful solution delivery. We staff the organizational structure by bringing the right team, resources and experience combined with an effective solution and approach to help ETF make the project a success. Our team of highly qualified candidates uses their combined Enterprise Resource Planning (ERP), public retirement and government experience to lower risk and deliver a quality solution to ETF.



All proposed consultants have over three years of PeopleSoft experience and on average our consultants have over 14+ years of PeopleSoft experience. Because of our experience, it is likely that our consultants have encountered and are able to support the ETF's strategic requirements and already have a PeopleSoft solution for the "challenges" that you face each day. This means the ETF has selected a firm with a team of professionals who come prepared to help the ETF apply the full functionality of PeopleSoft to your everyday business needs.

Each resume contains the information required for ETF to assess the consultant's skills and abilities. The resumes and references are contained in **Appendix A – Resumes and References**.

Table 3. Key Resource Table

Resource	Role	3+ Years of PeopleSoft	Pension/ Public Sector Experience	% time on project	Resume Included	References Included
	Project Manager General Ledger/ Commitment Control	✓	✓	100%	✓	✓
	Receivables / Billing / Projects	✓	✓	85%	✓	✓
	Payables / Assets	✓	✓	80%	✓	✓
	Pension/Financials Advisory Role	✓	✓	5%	✓	✓
	Developer 3	✓	✓	15%	✓	✓
	Developer 1	✓	✓	15%	✓	✓
	Developer 2	✓	✓	15%	✓	✓
	System Admin/Technical Lead	✓	✓	100%	✓	✓
	Training Lead	✓	✓	35%		
	Trainer	✓	✓	35%		

% of time is based upon the overall project timeframe. When these resources are assigned to the project, they will be dedicated and full-time to the project.

*Developer and Training roles are based on availability as of submission. However, due to their proposed project start dates, it is possible that these consultants will no longer be available. If this is the case, the positions will be filled with individuals that meet the same standards put in place by ETF RFP.



10. Experience with the tools vendor is proposing to use (e.g. MS Project, VISIO, custom-developed tool, etc.).

Consultant	Role	PeopleSoft Tools	Technical Tools
	Project Manager General Ledger/ Commitment Control	nVision Query Crystal Reports Operator Security Tree Manager	Microsoft Office Visio
	Receivables / Billing / Projects	nVision Query Crystal Reports	Microsoft Office Visio
	Payables / Assets	Query SQL PeopleTools SQR	High Jump Microsoft Office Visio Scan and Validate Wise Track
	Pension/Financials Advisory Role	Application Designer Operator Security Query Tree Manager Crystal Workflow nVision Business Process Designer Application Engine	Microsoft Office
	System Admin/Technical Lead	Application Designer Security Query PeopleCode Debugger Data Mover Application Upgrader SQR PeopleTools Change Assistant PeopleSoft Configuration Import Manager Tree Manager Application Engine Mass Change Integration Broker	Oracle Enterprise Manage TOA Microsoft Office Crystal Report Lotus Note Remedy User Productivity Kit Microsoft Outlook Quest STAT Cognos PowerPlay Informatica Verity Cognos Impromptu Perl Cognos Decision Stream MicroFocus COBOL Business Objects Designer Business Objects Supervisor Weblogic
	Developer 1	Application Designer SQR Query Data Mover Change Assistant	BEA Tuxedo BEA WebLogic Oracle VirtualBox Oracle SQL Navigator PeopleSoft Workflow



Consultant	Role	PeopleSoft Tools	Technical Tools
		Pure Internet Architecture Application Engine Process Scheduler Business Intelligence Publisher Component Interface Integration Broker PeopleCode	SQLPlus TOAD VMWare
	Developer 2	PeopleTools Integration Broker Crystal Reports Business Intelligence Publisher Approvals Workflow Engine	Microsoft Office Microsoft Access Shell Scripting EDI Manager
	Developer 3	Application Designer PeopleCode SQR/SQL Application Engine Security Query Process Scheduler Data Mover Component Interface Web Services Workflow Integration Broker Business Intelligence Publisher Application Messaging	TOAD Microsoft Office Autosys SQL Plus File Aid DB2/IMS D&B HRIS/Millennium (M series)
	Training Lead	User Productivity Kit	Microsoft Office Visio
	Trainer	Security Management Process Scheduler Query	OBIEE Dashboard OBIEE Publisher Microsoft Office User Productivity Kit Player Microsoft Visio Microsoft Access Microsoft Project



Tab 4 – Response to Section 4: Scope of Work:

Scope Of Work: Provide a point-by-point response to each and every statement in Section 4 of this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.

4.1 Introduction

ETF's objective for this engagement is to replace the disparate accounting systems, databases, and spreadsheets with a comprehensive and integrated Financial Management Information System. ETF will procure the appropriate number of licenses for PeopleSoft (including multiple environments – e.g., production, test, etc.) to replace the functionality provided by the current mix of spreadsheets, databases, and reports. ETF expects the vendor to minimize the amount of customization required.

ETF expects the vendor to have knowledge of the implementation and configuration of the PeopleSoft functionality identified below. The vendor will be responsible for installing the software in the ETF-specified environments. Working with designated ETF staff members, the selected vendor will be responsible for implementing PeopleSoft in a controlled and phased manner based on a Project Management Institute Project Management Body of Knowledge (PMI PM-BOK)-compliant methodology, leading ETF staff in configuring the software to meet their business needs, training ETF staff in the use of the software, leading ETF in a comprehensive testing effort, and ensuring all interface and integration requirements are met by the system. The implementation vendor is expected to work with ETF staff to:

- Advise ETF as to best practices, appropriate configurations, etc. throughout the project.
- Conform to data governance standards as defined by ETF. This includes data classification, security, and auditing policies that are currently in place – see Appendix I for the current policies
- Install and configure the software, including the Oracle database and at least the following general functions:
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Budget
 - Reporting
 - Cash Management
 - Project Accounting
 - Fixed Asset Management

ETF believes ETF will need PeopleSoft's Financials and Project Accounting modules but looks to the vendor to either confirm or refute this while taking into consideration the business requirements identified in subsequent sections.

- Customize the software as appropriate. ETF expects to perform minimal customization of the installed system. Should a Highly Desired functional requirement listed in this RFP require significant customization, the vendor is expected to share that information with the ETF Project Manager and jointly determine an appropriate resolution.



CedarCrestone's Propel Implementation Methodology is designed to be client-centric so that the resulting implementation achieves your functionality requirements within the context of your operational and financial objectives. CedarCrestone's experienced consultants will walk ETF's team through a prototype of each of the proposed PeopleSoft Financial modules to demonstrate how the delivered system functionality meets ETF's requirements. Each prototype is based on ETF's business processes, data, and requirements. The interactive nature of the prototyping sessions enables the ETF team to provide immediate feedback on solution functionality and design proposals and to explore design alternatives together. Where the delivered PeopleSoft functionality does not accommodate ETF's business requirements, CedarCrestone's functional analyst will present multiple alternatives for achieving ETF's objectives. The alternatives will include both business process re-engineering and solution modification options supported by a business case and solution recommendation for consideration by ETF's Project Manager. By providing multiple alternatives with a focus on maximizing business value and minimizing total cost of ownership, CedarCrestone will help ETF minimize solution customizations.

CedarCrestone's functional consultants possess both deep financial business experience as practitioners and extensive implementation experience in the modules proposed for ETF. This combination provides ETF with the industry leading insights and best practices necessary to maximize your solution's value.

- Perform the appropriate integration with both ETF's existing systems and the state's WiSMART system.

CedarCrestone proposes to perform each of the eighteen (18) requested current-state integrations identified in **Table 12: Functional Requirements for Integration**.

- * Contract Sunshine system
- * Sales Tax Delinquency and list of non-contract compliant vendors
- * Tax Intercept system (accounts receivables)
- * MBE and DVB reporting system (DOA maintains)
- * Learning Management system
- * Sick Leave System
- * ETF employee payroll into the GL
- * ETF BPS system
- * ETF LSPP system
- * WiSMART system (bi-directional)
- * MyETF Benefits
- * WEBS
- * ETF One Site system
- * WiSMART (originating GSB and P-card transactions)
- * Surplus with a Purpose (SWAP)
- * State wide purchasing system (Purchase Plus)
- * state-wide time reporting system
- * PMIS file from DOA related to authorized positions and salary information for project accounting and budget purposes

The same integration tools and technologies used to develop and maintain the interfaces defined above will be able to be used for interfacing with the future benefits administration system.



CedarCrestone's integration developers have the experience and expertise to maximize integration efficiencies and automation through the use of PeopleSoft's Integration tools and technologies. PeopleSoft's Integration tools provide the ability for ETF to interact with information from other systems via various electronic file formats such as comma delimited, XML, etc.

- Fully test the installed solution.

CedarCrestone proposes to fully test the installed solution through progressive test-cycles designed to maximize solution. The proposed test cycles include:

Table 4. Proposed Test Cycle

Test Cycle	Test Objective	Quality Focus
<p>Functional Unit Testing</p> <p>Performed by CedarCrestone Functional Analysts during Phase II Analyze and Design.</p>	<p>Verify that each individual solution component functions as designed. This includes configuration of delivered components, development of custom or modified components, and the conversion programs that provide the supporting data.</p>	<ul style="list-style-type: none"> • Component Design Integrity • Component Usability • Component Security
<p>System/Integration Testing</p> <p>Led by CedarCrestone Functional Analysts with support by key ETF Functional Analysts to support early ETF feedback and knowledge transfer. This test cycle occurs during Phase IV Test and Train.</p>	<p>Verify that all solution components function together as designed to support ETF's Financial business processes and data exchanges.</p>	<p>Initial solution-wide check for:</p> <ul style="list-style-type: none"> • Solution Design Integrity • Solution Usability • Solution Security • Transaction Accuracy • Process Efficiency • Data Exchange Integrity
<p>User Acceptance Testing</p> <p>Led by ETF Functional Analysts with support by CedarCrestone Functional Analysts with test management, script development, and knowledge transfer support. This test cycle occurs during Phase IV Test and Train</p>	<p>Verify that the solution meets ETF's expectations and is ready for production use. Business life-cycle test cases are executed to simulate ETF's daily financial operations. Test results are compared with ETF's current system results to measure the accuracy and completeness of the solution design and data conversion. Business life-cycle test cases also provide the ETF staff who are participating in testing the opportunity to validate that the new solution achieves ETF's process efficiency and usability objectives.</p>	<p>Final solution-wide check for:</p> <ul style="list-style-type: none"> • Solution Design Integrity • Solution Usability • Solution Security • Transaction Accuracy • Process Efficiency • Data Exchange Integrity



- Train the members of OBTF and other members of ETF staff (a total of about 60 employees) on the use of the system to accomplish ETF's current processes.

CedarCrestone proposes a comprehensive training program that equips both technical and functional ETF team members.

For Technical team members, CedarCrestone proposes the following Live Virtual training courses, delivered by Oracle University for the primary ETF PeopleSoft System Administrator/DBA and two Solution Developers:

Table 5. PeopleSoft Training Course

PeopleSoft Course (Live Virtual Format)	Role	Participants
PeopleSoft Server Administration & Installation	Sysadmin/DBA	1
Maintaining Your PeopleSoft System	Sysadmin/DBA	1
PeopleSoft Security	Sysadmin/DBA	1
Application Engine	Developer	2
PeopleCode	Developer	2
PeopleTools I	Developer	2
PeopleTools II	Developer	2
Workflow	Developer	2
SQR	Developer	2
XML Publisher for PeopleSoft Enterprise PeopleTools	Developer	2
PS / nVision for General Ledger	Developer	2

Live Virtual courses provide ETF's technical team members with comprehensive, instructor-led, training sessions, delivered via the Internet. This format has been preferred by many CedarCrestone clients as it provides for course interaction with instructors and peers as well as hands-on development practice from the comfort and convenience of the participants home or office setting.

Each technical training course will be scheduled to occur just prior to relevant project activities that will provide ETF technical team members with the opportunity to exercise their PeopleSoft knowledge while working with their CedarCrestone counterparts.

For ETF's approximately sixty (60) OBTF and other ETF team members, CedarCrestone is proposing functional training courses during Phase IV Test and Train. These training courses will be designed and delivered by CedarCrestone and tailored for ETF's specific business processes. CedarCrestone has found the relevant business process centric training to be the most effective approach for helping participants retain functionality knowledge and equip them to quickly become comfortable using the new solution.

Functional training is designed in two phases. First, ETF team members who will be directly involved with User Acceptance Testing are formally trained using formal training content created for ETF. This training prepares ETF team members to be informed and active participants in testing the new solution. Second, the remaining ETF team members are training in a Just-in-Time manner. This training occurs towards the



end of User Acceptance / Parallel Testing and just prior to moving the new solution into production. The Just-in-Time approach is designed to equip ETF to train in an environment that is nearly identical to the production system that they will be using and to be able to exercise their knowledge as soon as possible after training.

The details of training course organization, number of sessions, session dates, and participants will be defined in the proposed Training Plan and reflect a collaborative approach between ETF and CedarCrestone. The Training Plan is a key project deliverable in Phase IV Test and Train.

- Migrate the existing systems, including data and all work in progress, from the existing spreadsheets and database, into the new solution.

CedarCrestone proposes to migrate the existing systems, including data in all work in progress, from the existing spreadsheets and databases, into the new solution as determined by ETF to be relevant to support its business processes. Conversion planning begins in Phase II Analyze and Design during the Interactive Design Prototyping (IDP) sessions. All data sources that support a given business process are defined and documented in the System Design Documents for each PeopleSoft module with details regarding potential issues and unique conversion requirements.

The inventory of conversion items is then defined in the Conversion Plan where additional details regarding conversion method, priority, order, validation methods, acceptance criteria, roles/responsibilities, and timing are defined. The Conversion Plan is a collaborative approach between ETF and CedarCrestone. The Conversion Plan is a key project deliverable in Phase II Analyze and Design.

From the Conversion Plan, the CedarCrestone Conversion Lead coordinates key CedarCrestone and ETF stakeholders to map the details of each conversion source to each PeopleSoft component target. As a part of the data mapping exercise, data translation logic is defined. Data mapping is defined from the perspective of the target PeopleSoft component. A single data map is created for each PeopleSoft component that requires converted data. As a part of the data mapping exercise, conversion issues are identified and managed to resolution with coordination with the ETF team. The data maps become the conversion functional specification for each PeopleSoft component and the basis for coding the conversion programs.

In terms of conversion development, CedarCrestone proposes that ETF provide extracts from each defined source system and translate into the required format. In turn, CedarCrestone will create the import programs and load ETF data into each required PeopleSoft component. Where possible, CedarCrestone leverages PeopleSoft's Component Interface technology when importing data. This method loads data with the same business rules validation as online data entry and is designed to maximize data integrity during the conversion process.

- Provide post-installation knowledge transfer and support for a period of three months, including a warranty of any customization work done on ETF's behalf.

CedarCrestone proposes three (3) months of production support, including a warranty of customizations performed by CedarCrestone on ETF's behalf. During this period, CedarCrestone will continue the knowledge transfer program that will begin during the solution implementation.

When subject matter expertise and information are passed from one person to another person, knowledge transfer is occurring. During the course of ETF's FMIS Project, knowledge transfer will be incorporated into many aspects of the project through the use of collaborative teams, shared responsibility, proven methodologies and processes, and project infrastructure. This approach will support and facilitate ongoing information sharing and team member collaboration and will provide for immediate and continuous knowledge transfer. Specifically, CedarCrestone leverages the following core elements in our comprehensive knowledge transfer plan.

One on One Coaching and Implementation Assignments

This mechanism includes explanations of how the PeopleSoft applications function – technically and functionally. One-on-one discussions between CedarCrestone consultants and their ETF counterparts will occur on a regular basis throughout the project. During these meetings, individuals will receive coaching and on-going implementation assignments on their specific functional/technical PeopleSoft module/activities, as outlined in their skill development matrices. Through the completion of hands-on implementation assignments, ETF team members will develop a full understanding of the functional business processes needed to succeed after go-live. Examples of hands-on implementation assignments include:

- Application Configuration
- Maintaining Financial Data for each module
- Developing Test Scenarios
- Technical Development

Presentations and Project Activities

This mechanism should be utilized so that project team members can demonstrate their understanding and ownership of a particular area by completing project activities. The project team member should be able to communicate and explain the system functionality to other ETF personnel outside of the core Project Team.

- **Core Team Meetings** - Regularly scheduled meetings are held for the project team to provide opportunities for communication and information sharing.
- **Project Documentation Strategy** - A comprehensive documentation strategy has been developed to facilitate access to documentation for the project. The creation of deliverables, even if they are the responsibility of one person, uses a collaborative approach with input gathered from multiple sources. Once drafted, deliverables go through a formal review process. The specific reviewers for each document depend on the content of the document to be reviewed. The use of a SharePoint collaboration site for documentation storage makes it easy for any team member to access information.
- **Knowledge Transfer Review Meetings** - There will be Knowledge Transfer Review meetings scheduled at the completion of project phases III, IV, and V to review the progress made towards knowledge transfer. These meetings will also be used to evaluate the success of the measures that have been implemented.
- **IDP Sessions** - IDP Sessions are a collaborative approach that brings key ETF personnel into the process of requirements definition for the new FMIS.

- **Design Reviews** - Both functional and technical designs are reviewed and approved by ETF staff. This provides ETF staff not only with the opportunity to provide input to the design, but also provides another opportunity for knowledge transfer at a key point in the project life cycle.

Project Library

The team will be compiling a Project Library that will provide a complete record of the ETF FMIS Project. All project records and documentation can be found on ETF's FMIS Project SharePoint site. Documents will be cataloged and stored electronically for easy access during the project and after the system has been rolled out.

Knowledge Transfer Assessment and Measurement Techniques

One of CedarCrestone's primary project goals is to proactively prepare ETF team members with a knowledge transfer process that will translate to new skill sets and the ability to implement, maintain and support the system once the CedarCrestone consultants leave the project. This approach focuses not simply on Knowledge Transfer, but on capability transfer. The CedarCrestone Leads will periodically conduct an interactive Knowledge Transfer Assessment to ensure that the functional users and technical staff are able to independently manage and enhance the PeopleSoft system. This collaborative Knowledge Transfer process will provide the following outcomes:

- ETF project team members will gain the necessary knowledge and skills to enable the business transformation
- ETF project team members will have the ability to undergo subsequent change efforts faster and more effectively
- The CedarCrestone Team Leads will provide recognition and documentation for individual achievement of Knowledge Transfer goals through the evaluation and Knowledge Transfer process
- There will be reduced and /or mitigated project risk through joint ownership and accountability.

Knowledge Transfer Skill Development Matrix

CedarCrestone will create various matrices of the skills that are required in each of the different technical and functional areas for on-going maintenance and support of the system. The Skill Development Matrix will also serve as a future base point for the training component of Phase Four.

CedarCrestone recommends that key project team members complete a Knowledge Transfer skill development evaluation matrix. CedarCrestone Leads are committed to conducting periodic reviews throughout the project to ensure that the Knowledge Transfer process is applied effectively and produces the intended results.

The Knowledge Transfer process is a multi-step process that begins with the ETF team member completing a self-evaluation assessment using the applicable skills development matrix and the ranking system described below. The CedarCrestone Team Lead will also complete an assessment of their assigned team member(s) using the same matrix and the ranking described below. Once these steps have been completed, the ETF team member and the CedarCrestone Lead will meet and mutually agree on the ranking for the period being evaluated. The initial evaluation will produce a baseline for moving ahead. Using the evaluation results an overall Knowledge Transfer matrix will be compiled by a member of the CedarCrestone project team. The results will be analyzed by the ETF and



CedarCrestone Project Managers. This matrix identifies areas or gaps where further training is required along with recommendations for improvements.

Knowledge Transfer participants will rank themselves on a scale of 1 to 5. The ranking scale is:

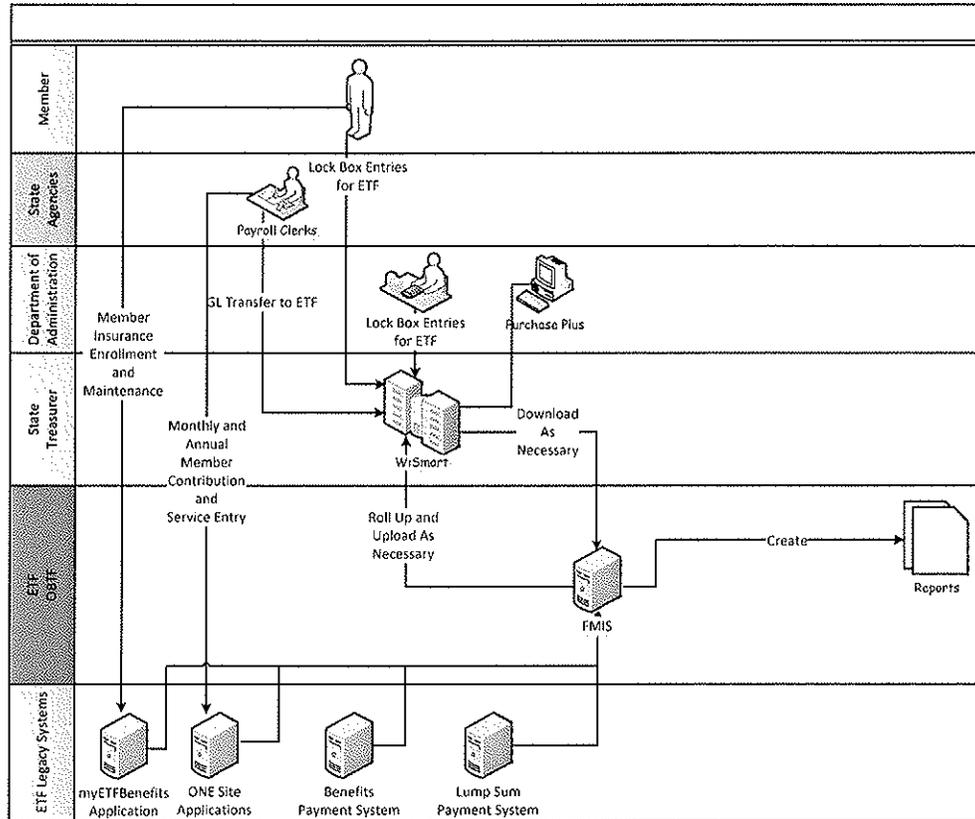
- 1 = Unsatisfactory knowledge and experience – does not meet minimum expectations. Able to explain and communicate to others the work process at a high level.
- 2 = Marginal knowledge and experience – meets minimal expectations. Has been trained to do the task but will require mentoring or support in order to perform this task in production.
- 3 = Satisfactory knowledge and experience – meets expectations. Could perform this task in production and is comfortable and competent with it and can answer 50% of all questions and issues that might arise.
- 4 = Superior knowledge and experience – regularly exceeds expectations. Demonstrates full competence in this capability including subject matter expertise; independent execution of tasks producing expected results; can solve complex problems, develop and implement improvements, and/or refine work processes; and can answer 80% of questions and issues that might arise in a production setting.
- 5 = Outstanding knowledge and experience – consistently exceeds expectations. Performs as an expert at this task by answering all questions; resolves issues that might arise in production and can train others that do not have experience with this task.

Becoming an expert with PeopleSoft and the new processes will occur with experience – different individuals will gain this experience over different durations of time. As the project progresses, ETF team members will incrementally achieve an increased level of knowledge and understanding until they are able to teach the new processes to others, troubleshoot problems and respond quickly to unique and unexpected situations as well as understand how his/her area of expertise relates to the rest of the system.

4.2 Strategic Outcome

ETF expects that the outcome of this project will have changed the data flow that appears in Figure 1 to that more like the architecture in Figure 2, below:

Figure 1: Expected Data Flow post FMIS Installation



Instead of having data flow directly into WISmart from ETF's web-based and legacy systems, data in the revised system would be uploaded and posted into the FMIS system. Once in the FMIS, it would be checked and managed before being exported to WISmart. Data may be downloaded as necessary from WISmart into the FMIS system, but the downloaded data will not be required (as it is today) to provide ETF with their financial system numbers. In addition, OBT reports will be generated within the FMIS system rather than spreadsheets and MS Forecaster.

CedarCrestone acknowledges and agrees to meet the Strategic Outcome requirements.

4.3 Project Approach

ETF has a knowledgeable information technology staff. IT staff has been involved in the development of systems currently used by ETF, and ETF expects the IT staff will continue to be active in all new systems efforts. ETF will have IT (.5 FTE Server and Database Support) and two-three OBTF staff available to work with the proposer’s staff. ETF expects the proposer’s plans to include utilizing these IT and business resources. Other staff may be made available upon request.

As part of their response to the RFP, the proposer shall:

1. Describe how they will satisfy RFP requirements through their implementation methodology and project management process.
2. Illustrate how they will use IT staff and describe their role within the project. Describe the role of any other ETF technical staff required of the project.
3. Describe when additional ETF business staff will be required, how many will be required and what skill set each must have.
4. Describe the time frame for the project and how the required tasks can be completed prior to December 2, 2013, when the implementation of the Benefits Administration System is slated to begin.

Implementation Methodology and Project Management Process

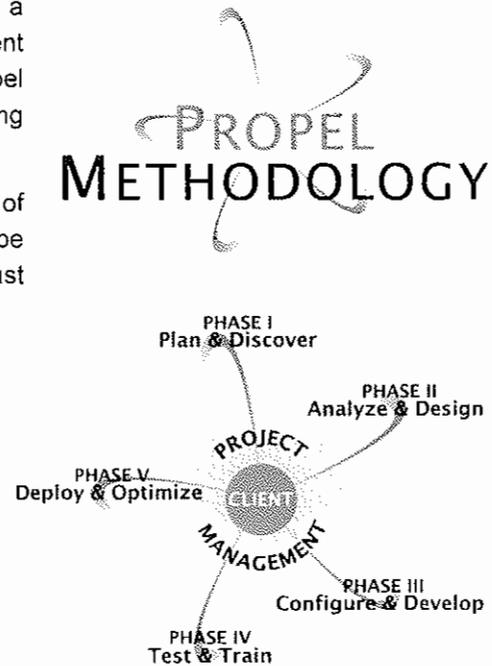
The innovative CedarCrestone Propel Methodology promotes a business process driven approach to consistently deliver client success and repeatable results. CedarCrestone’s Propel Methodology is powered by seasoned industry experts utilizing best practices, embedded efficiencies, and proprietary tools.

The CedarCrestone Propel Methodology is one component of CedarCrestone’s complete body of knowledge. Success cannot be achieved with methodology alone. An effective methodology must be amplified by industry expertise, proprietary toolsets, consultant experience, business acumen, and a knowledge repository.

The CedarCrestone Propel Methodology graphic highlights five project phases, with robust project management being omnipresent. CedarCrestone maintains a continuous focus on the client, which is clearly indicated by placing the client at the hub.

The CedarCrestone Propel Methodology embodies four distinct guiding principles that are key for ETF:

- A strong methodology is imperative to realize ETF success; without it, the project outcome is incalculable.
- The project approach is results oriented, confirming that deliverables meet expectations and provide momentum for the next project phase.
- Key business decisions are made using a process driven approach, verifying that critical business processes are the factors that drive major decisions.

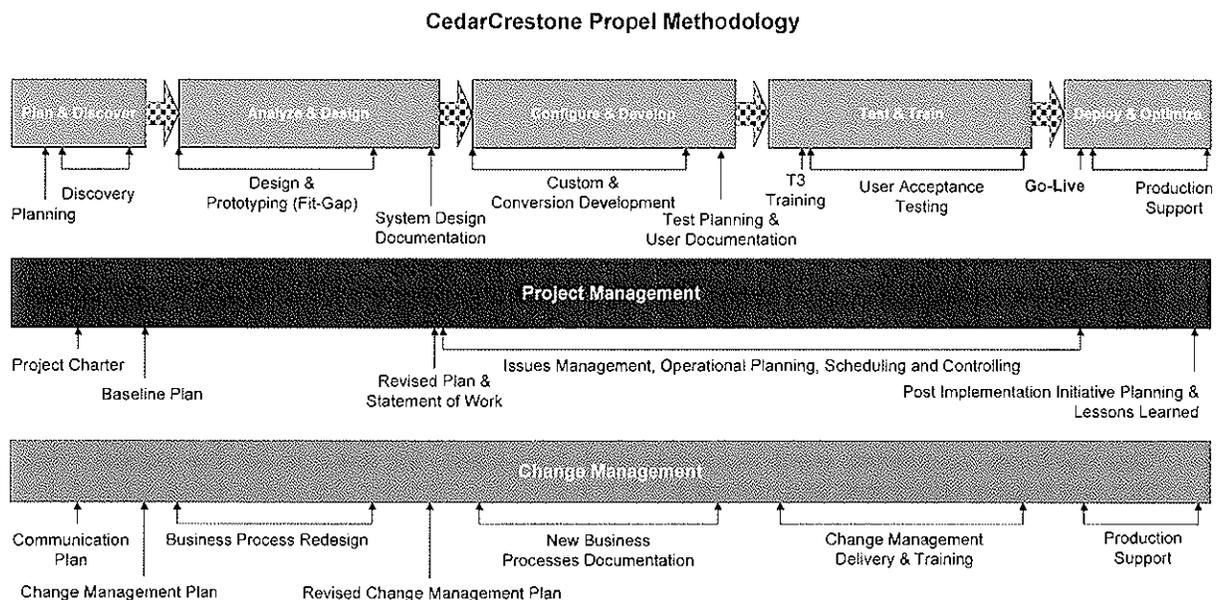


- To achieve a win/win result, the project approach must closely align with ETF's objectives; where differences lie, the methodology must offer flexibility.

The key differentiator of CedarCrestone's Propel methodology is its "process-driven" approach, which is rooted in the discovery and subsequent design, prototyping, systems, test, training, and production support phases. The process-driven approach that finding, research, design, testing, and production support, while the traditional project is "discovery, design, and prototyping, test, training, and production support."

Figure 5 below outlines the linear progression, phases, and integration of the CedarCrestone Propel Methodology:

Figure 6. CedarCrestone Propel Methodology



CedarCrestone's Propel Methodology provides the proven project management and implementation approach required to achieve ETF's strategic outcomes as identified in section 4.2. Below, we describe the details of our project management services and our implementation methodology which work together to systematically satisfy ETF's RFP requirements.

Propel: Project Management

Strong management is pivotal in delivering well-communicated, timely, and successful projects. The CedarCrestone Propel Methodology manifests years of project management experience and has been developed and refined to embrace the processes and techniques that have consistently resulted in CedarCrestone's on time, within budget engagements. The CedarCrestone Propel Methodology is used as a guiding principle throughout the life of the project and provides clear direction, practicality, and maximum efficiency.

The following project management process areas are actively managed through all five (5) phases of the Propel Methodology.

Scope Management confirms the project includes all work required, and only work required, to complete the project on time. The scope is defined in the initial Requirements Traceability Matrix (RTM) and refined



and finalized during the Analyze & Design implementation phase. CedarCrestone's approach includes the following:

- Scope definition clearly identifies the scope of a project in the areas of business, application, and technology.
- Scope acceptance is the formal approval of the project scope.
- Scope change control is the process of controlling changes to project scope, resources, and timelines.

Resource Management confirms the mix of knowledge, skills, and abilities required to deliver the defined project scope and seeks to align the most qualified mix of CedarCrestone and ETF team members to accomplish the project activities. The alignment of CedarCrestone and ETF team members in the resource management plan is directly related to the project's knowledge transfer objectives of equipping the ETF team to independently manage the new FMIS system after implementation. CedarCrestone's approach includes the following:

- Resource planning is identifying, documenting, and assigning project roles, responsibilities, and reporting relationships. This also includes the development and maintenance of the project schedule.
- Resource staffing validates the right people are assigned to and working on the project.
- Team development is the enhancement of individual and group competencies to promote project performance.

Cost Management confirms the project is completed within budget. CedarCrestone's approach includes the following:

- Cost planning determines which resources and how many are required for the project. This includes people, equipment, and materials.
- Cost estimating approximates the resource time allocation and the associated cost.
- Cost control compares actual costs to estimated costs and manages changes to the project budget. It also recognizes that expenses are non-value added and attempts to minimize when possible.

Communication Management confirms timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information. CedarCrestone's approach includes the following:

- Communication planning determines the information and communication needs of the stakeholders. It identifies who needs what information, when they will need it, and how it will be given to them.
- Information distribution provides information to project stakeholders in a timely manner. Communication methods include print, face-to-face, and electronic.
- Performance reporting collects and disseminates performance information. This includes status reporting, progress measurement, and forecasting.

Knowledge Transfer confirms ETF staff has adequate knowledge of the new FMIS and the skills to support it. CedarCrestone's approach includes the following:

- Organizational structure creates peer relationships, so CedarCrestone and ETF resources work together on all phases of a project. This fosters knowledge transfer as tasks are completed during the entire project.
- Ownership associates ETF personnel with project deliverables. This incents team members to develop their PeopleSoft Financials exposure.

- Session scheduling consists of the formal meetings between CedarCrestone and ETF, which occur throughout the project. Key knowledge transfer activities occur at each phase of the CedarCrestone Propel methodology.

Quality Management validates the overall project and specific project deliverables meet quality guidelines as determined by CedarCrestone and ETF. CedarCrestone's approach includes the following:

- Quality planning identifies which quality standards are relevant to the project and determining how to satisfy them.
- Quality control reviews the overall project schedule for completeness, reasonableness of tasks and assignments, and reports on its status.
- Quality assurance monitors specific project results and deliverables to determine if they comply with the appropriate quality standards.

Issue and Risk Management is the systematic processes of identifying, analyzing, and resolving project issues and risks. CedarCrestone's approach includes the following:

- Issue and risk identification determine which issues and risks may affect the project and their characteristics. Identifying potential issues and risks as quickly as possible is necessary to meet project goals.
- Issue and risk analyses measure the probability of issues and risks and estimate their impact on project objectives.
- Issue resolution and risk mitigation develop techniques and procedures to escalate and resolve specific issues and reduce risks to project goals.

Change Management verifies ETF stakeholders (staff, members, retirees/beneficiaries, and employers) adapt to and easily accept the new FMIS. CedarCrestone's approach includes the following:

- Stakeholder analysis identifies and profiles all key stakeholders who may be impacted by the new FMIS. The stakeholder analysis is the foundation for the change management program.
- Change planning identifies critical requirements and process changes, the stakeholders that are affected, and how the change will be accomplished in a manner to maximize acceptance.
- Change execution exposes stakeholders to new processes and solution features through a combination of communication and training channels that are specifically designed for the stakeholder audience and change event.
- Change verification confirms stakeholder acceptance through various feedback mechanisms that are specifically designed for the stakeholder audience and change event.

Propel: Implementation Project Approach

Supported by the comprehensive Project Management processes defined above, CedarCrestone's implementation project approach consists of five phases that provide both structured building blocks for progressively elaborating and confirming the solution design and agile processes that emphasize efficient collaboration of design, configuration, development, and testing activities.

Phase I: Plan & Discover

The Plan & Discover phase provides a solid foundation for project success by establishing key project strategies and plans that are designed to provide a unified vision for how the project will progress for all key project delivery stakeholders and sponsors. During this phase core business processes are inventoried as the basis for optimization, design suitability, and change management. Also, during this



phase, ETF team members are introduced to the key components of the new FMIS and the CedarCrestone implementation approach so that they are informed participants in the implementation process.

Table 6. Phase I – Key Activities and Deliverables

Key Activities	Deliverables
<p>Initiate Project – Key project leadership coordination regarding the project’s vision, objectives, success criteria, roles/responsibilities, scope, timeline, implementation approach, and key project processes such as Issue/Risk Management and Change Control.</p>	<ul style="list-style-type: none"> ◊ Project Charter – Details project standards and controls. ◊ Kickoff Meeting Presentation – Summarizes team structure, roles and responsibilities, scope, timeline, and methodology.
<p>Setup Project Collaboration Site and Train Team – The project collaboration site (SharePoint) is setup with all key document libraries, lists, calendars, contacts, links, and user security. The project collaboration site is introduced to the full project team.</p>	<ul style="list-style-type: none"> ◊ Installed and configured Project Collaboration Site
<p>Develop High-Level Project Plan – Create High-Level project plan, outlining all project milestones and activity through phase II. Activity details for phases III-V are defined as an outcome of phase II.</p>	<ul style="list-style-type: none"> ◊ High Level Project Plan – Details tasks, timeline, dependencies, and assignments.
<p>Define Change Management Plan and Outline Initial Assessment – Identify project stakeholders and conduct initial stakeholder analysis. Identify barriers to change and opportunities. Create the Change Management Plan.</p>	<ul style="list-style-type: none"> ◊ Change Management Plan – Summarizes approach and groups impacted by change. ◊ Communication Plan – Outlines communication approach and audiences. <p>Note: CedarCrestone is assuming that ETF will lead the project Change Management and Communication programs, leveraging CedarCrestone’s templates, methodology, and support.</p>
<p>Establish Baseline Requirements Traceability Matrix (RTM) – Outline and characterize known RTM items, assign team responsibilities, and establish maintenance procedures.</p>	<ul style="list-style-type: none"> ◊ Requirements Traceability Matrix – All known requirements are inventoried and assigned to related project teams
<p>Assess Current-State Business Processes – Inventory all current key business processes associated with the pension administration system and define high-level business process diagrams to characterize the baseline for business process optimization and change management. The current state business processes as well as the defined requirements serve as inputs into the Interactive Design Prototyping session in phase II.</p>	<ul style="list-style-type: none"> ◊ N/A <p>Note: Assuming ETF will provide copies of current state business process documentation for core processes.</p>



Key Activities	Deliverables
Prepare Solution Prototype for IDP Sessions – Define the IDP session calendar, agendas, and invitees. Schedule IDP sessions and begin to configure PeopleSoft Financials within the context of the current state business process and requirements information.	* N/A
Define Technical Organization, Processes, and Standards – Key technical leadership coordination between CedarCrestone and ETF designed to collaborate and define the key elements of the Technical Charter, clarify roles/responsibilities in an effort to maximize knowledge transfer, and finalize the technical architecture assessment.	* Technical Charter – Details technical standards and controls. * Technical Architecture Assessment and Plan – Details hardware and software recommendations.
Define Knowledge Transfer Foundation – Communicate the key elements of the project to the entire project team in order to establish a core foundation regarding the methods, processes, and tools that will be used during the course of the project. The Project Charter is the basis for this communication. Define the Knowledge Transfer Plan to set expectations for how knowledge, skills, and abilities will be acquired and measured throughout the project.	* Knowledge Transfer Plan – Defines knowledge transfer approach.
Assess Project Delivery Quality – CedarCrestone Delivery Management reviews the team coordination, deliverable quality, adherence to defined methodologies and standards, and overall ETF client satisfaction. This activity is designed to identify and address delivery quality issues early and to continuously align CedarCrestone’s project delivery team with ETF’s expectations.	* Quality Review Report – Provides assessment of project delivery quality.

Phase II: Analyze & Design

The Analyze & Design phase includes infrastructure preparation, the installation of PeopleSoft Financials, and Interactive Design and Prototyping (IDP) session that are designed to identify business process optimization opportunities and establish the baseline system design. Outcomes of the IDP sessions include additional refinement of requirements, a requirements fit/gap analysis with solution alternatives and recommendations, and a process-oriented detailed design document that explains how the new FMIS will meet each ETF business process requirement. Each design document identifies the associated customizations, interfaces, reports, conversion, and configuration requirements providing the opportunity for ETF to approve the system design before commencement of the Configure & Develop phase.

Table 7. Phase II – Key Activities and Deliverables

Key Activities	Deliverables
Setup Solution Infrastructure and Environments – Hardware/software installations and configurations to support each defined environment.	* Complete Installation and Configuration of Hardware/Software for DEV * Complete Installation and Configuration of



Key Activities	Deliverables
	<ul style="list-style-type: none"> Hardware/Software for TST ◦ Complete Installation and Configuration of Hardware/Software for PRD
<p>Facilitate IDP Sessions – Defined requirements and current business processes are prototyped in PeopleSoft Financials. New requirements are identified. Business process optimization opportunities are identified and discussed with key stakeholder participants. Configuration details are defined and functionality gaps with associated alternative solutions are also identified. All reporting, interface, security, conversion, and customization requirements are identified. The IDP sessions serve as another knowledge transfer point for key project stakeholders as they drive deeper into the solution’s functionality within the context of ETF’s requirements. Outcomes of the IDP sessions are: Fit/Gap Analysis Reports, System Design Documents, Future-State Business Process decisions, and an updated RTM.</p>	<ul style="list-style-type: none"> ◦ Completed IDP Sessions
<p>Develop Fit/Gap Analysis Report and Present Findings – All requirements that were previously defined or originating from the IDP sessions are categorized as a “Fit” or “Gap” with the delivered PeopleSoft Financials functionality. High-Level reasons for each categorization are provided. Gaps are supported with multiple alternative solutions and a CedarCrestone recommended solution for ETF.</p> <p>Requirements and Commitments are Confirmed, resulting in the baseline project scope.</p>	<ul style="list-style-type: none"> ◦ Detailed Fit/Gap Analysis – Summarizes fit/gap findings and requirement scope.
<p>Develop and Present System Design Documents – Each major process area will have a system design document that outlines the relevant requirements for that process area and the details of how the CedarCrestone Pension Solution will be configured and enhanced (as needed and approved) to meet the requirements. As an example, a System Design Document would be created for General Ledger, Accounts Payable, Accounts Receivable, Operating Budgets, Fixed Asset Management, Cash Management, and Project Accounting.</p>	<ul style="list-style-type: none"> ◦ System Design Document – Captures the high level design of the processes and how the requirements are met. ◦ Conversion Plan – Provides data conversion approach and details. ◦ Security Plan and Workbook – Details security approach, configuration, and maintenance.
<p>Create Functional Design Specifications for Development Work Units - Functional design specifications are created for each development work unit (customizations, interfaces, reports, and conversion scripts). The specifications define how the new or enhanced solution features should function once developed. Each specification includes unit test scripts as an input to unit testing activities.</p>	<ul style="list-style-type: none"> ◦ Functional Specifications – Details functional specifications for customizations, custom reports, interfaces, and conversion.



Key Activities	Deliverables
<p>Maintain Requirements Traceability Matrix (RTM) – All approved requirements resulting from the Fit/Gap Analysis Reports are added/updated in the master RTM. RTM items requiring development are updated with the corresponding functional specification number. All requirements being satisfied through online configuration of business rules are also updated with the related configuration workbook name and file path.</p>	<ul style="list-style-type: none"> ⊛ Updated Requirements Traceability Matrix – New, approved, requirements are added. Requirements are updated with related design documentation information.
<p>Baseline Project Plan – The Analyze & Design phase elicits the granular level of solution design details required to plan the project activities associated with phases III – V. Additional activity details are added for the ETF approved configuration and development scope. Testing and training activity details are also updated base on the more complete scope definition. Finally, the go-live milestone date is validated or adjusted based on a fully level plan.</p>	<ul style="list-style-type: none"> ⊛ Baseline Project Plan – Details tasks, timeline, dependencies, and assignments associated with phases III – IV.
<p>Assess Project Delivery Quality – CedarCrestone Delivery Management reviews the team coordination, deliverable quality, adherence to defined methodologies and standards, and overall ETF client satisfaction. This activity is designed to identify and address delivery quality issues early and to continuously align CedarCrestone’s project delivery team with ETF’s expectations.</p>	<ul style="list-style-type: none"> ⊛ Quality Review Report – Provides assessment of project delivery quality.

Phase III: Configure & Develop

The Configure & Develop phase focuses on building the approved system design in terms of configuration, customizations, interfaces, reports, and conversion. From detailed specifications to online configuration and development activities, to unit testing and system testing planning activities, the ETF and CedarCrestone teams collaborate using agile methods to provide efficient requirement communication and feedback methods. Additionally, optimized business processes are documented and change management strategies refined to prepare stakeholders for positive change and training.

Table 8. Phase III – Key Activities and Deliverables

Key Activities	Deliverables
<p>Configure Business Rules – Solution configuration is designed, reviewed with ETF subject matter experts, entered online, and unit tested.</p>	<ul style="list-style-type: none"> ⊛ Configuration Design Workbooks – Outlines the configuration values for each component and associated design rationale.
<p>Design, Develop and Unit Test Work Units – Based on decisions made in the Project Charter and Knowledge Transfer Plan, CedarCrestone and ETF developers will work together to design, code and technically unit test all defined work units (customizations, interfaces, reports, and conversion scripts). Integrating the CedarCrestone and ETF</p>	<ul style="list-style-type: none"> ⊛ Technical Specifications – Details technical requirements and design for any customization, custom reports, interfaces, and conversion. ⊛ Developed Conversions,



Key Activities	Deliverables
<p>development teams will provide hands-on knowledge transfer opportunities. For efficiency, the activities covering design specifications, development and unit testing are executed using and Agile development method which emphasizes collaborative design/feedback with the objective of increasing user acceptance while decreasing development cycle time.</p>	<p>Customizations, Reports, and Interfaces</p> <ul style="list-style-type: none"> ⊛ Unit Tested Customizations, Reports, Interfaces, Conversions and Workflows
<p>Functional Unit Testing – Once a work unit passes technical unit testing, the work unit will be functionally unit tested to make sure the work product meets the design specification. Functional unit testing is an entrance criterion for system/integration testing.</p>	<ul style="list-style-type: none"> ⊛ Completed Functional Unit Testing.
<p>Define and Execute Communication Campaigns – Communications are defined for change management and project events. Materials are created and distributed by audience classifications. Feedback is received and assessed to determine if each communication met its defined objectives.</p>	<ul style="list-style-type: none"> ⊛ Communication Materials – Communication to specific audiences. <p>Note: CedarCrestone is assuming that ETF will lead the project Change Management and Communication programs, leveraging CedarCrestone’s templates, methodology, and support</p>
<p>Prepare for Test Cycle – Test plans are created to define the who, what, where, why, and how of each formal test cycle. Process-centric test scenarios and scripts are defined, dependencies are identified, and the testing schedules are created.</p>	<ul style="list-style-type: none"> ⊛ Test Plans – Details testing approach and procedures, for each test cycle. ⊛ Test Details – Provides step-by-step activities for a specific test tying to business process and requirements including scenarios.
<p>Maintain Requirements Traceability Matrix – All approved requirements are updated to identify the specific test scenarios and scripts that will test the requirements.</p>	<ul style="list-style-type: none"> ⊛ Updated Requirements Traceability Matrix – Requirements are updated to track the associated test scenarios and scripts.
<p>Inventory Batch Processes and Define Processing Schedule – All batch processes are inventoried with key properties such as: run frequency, run time, recurrence definition, and processing dependencies. The inventory is used as the basis for the Process Schedule.</p>	<ul style="list-style-type: none"> ⊛ Process Schedule – Details sequence and timing for programs, interfaces, and reports run on a regular schedule.
<p>Assess Knowledge Transfer Effectiveness – Key project stakeholders participate in a role-based knowledge transfer assessment. Assessment feedback is summarized and remediation plans are defined and executed for areas where competency objectives have not been obtained.</p>	<ul style="list-style-type: none"> ⊛ Summarized Knowledge Transfer Assessment – Phase III

Key Activities	Deliverables
<p>Assess Project Delivery – CedarCrestone Delivery Management reviews the team coordination, deliverable quality, adherence to defined methodologies and standards, and overall ETF client satisfaction. This activity is designed to identify and address delivery quality issues early and to continuously align CedarCrestone’s project delivery team with ETF’s expectations.</p>	<ul style="list-style-type: none"> ◦ Quality Review Report – Provides assessment of project delivery quality.

Phase IV: Test & Train

The Test & Train phase confirms the system and users are prepared to go live. ETF and CedarCrestone collaborate on the planning and execution of several formal testing cycles (system/integration and parallel/user acceptance). Each test cycle provides progressive knowledge transfer opportunities as CedarCrestone trains and engages key ETF project team members to actively participate in testing and provide early feedback.

Table 9. Phase IV – Key Activities and Deliverables

Key Activities	Deliverables
<p>Execute Test Cycles – Formal test cycles are executed iteratively and progressively to achieve final user acceptance. Formal test cycles include: System/Integration, and User Acceptance.</p>	<ul style="list-style-type: none"> ◦ Completed System/Integration Testing ◦ Completed User Acceptance Testing
<p>Develop and Deliver Training – The Training Plan is defined for all user groups, courses, and sessions. Training materials are developed and reviewed by ETF for acceptance. Training for testers is facilitated prior to the commencement of the formal test cycle in which they first participate – typically Integration or User Acceptance testing. ETF Trainers are trained and equipped to effectively deliver end-user training. End-user training is provided just-in-time (JIT) prior to go-live.</p>	<ul style="list-style-type: none"> ◦ Training Plan – Defines the audiences, material requirements, trainers, facility requirements, course descriptions, session schedules, and feedback mechanism. ◦ Training Materials – Process and role-based training materials designed solution for end-users. ◦ Completed Tester Training ◦ Completed Trainer Training ◦ Completed End User Training
<p>Define and Execute Communication Campaigns – Communications are defined for change management and project events. Materials are created and distributed by audience classifications. Feedback is received and assessed to determine if each communication met its defined objectives.</p>	<ul style="list-style-type: none"> ◦ Communication Materials – Communication to specific audiences. <p>Note: CedarCrestone is assuming that ETF will lead the project Change Management and Communication programs, leveraging CedarCrestone’s templates, methodology, and support</p>



Key Activities	Deliverables
Maintain Requirements Traceability Matrix – All approved requirements are updated to identify the specific test results.	<ul style="list-style-type: none"> Updated Requirements Traceability Matrix – Requirements are updated to track the associated test results which will be assessed in the phase 5 readiness assessment.
Assess Knowledge Transfer Effectiveness – Key project stakeholders participate in a role-based knowledge transfer assessment. Assessment feedback is summarized and remediation plans are defined and executed for areas where competency objectives have not been obtained.	<ul style="list-style-type: none"> Summarized Knowledge Transfer Assessment – Phase IV
Assess Project Delivery Quality – CedarCrestone Delivery Management reviews the team coordination, deliverable quality, adherence to defined methodologies and standards, and overall ETF client satisfaction. This activity is designed to identify and address delivery quality issues early and to continuously align CedarCrestone’s project delivery team with ETF’s expectations.	<ul style="list-style-type: none"> Quality Review Report – Provides assessment of project delivery quality.

Phase V: Deploy & Optimize

The Deploy & Optimize phase confirms the detailed cutover activities, roles/responsibilities, and dates/times associated with deploying the approved new FMIS into production including all associated disaster recovery and 3rd party integrations. Final change management and communication activities are initiated to prepare all stakeholders to successfully embrace the new solution. Production support procedures are initiated and staffed to provide enhanced support and triage for any possible production issues to facilitate a smooth transition and effective customer service.

Table 10. Phase V – Key Activities and Deliverables

Key Activities	Deliverables
Define Cutover Plan – CedarCrestone and ETF collaborate to identify, inventory, assign, and schedule all cutover related activities including all impacted integration points. The cutover process is led by the project management team in a highly orchestrated manner.	<ul style="list-style-type: none"> Cutover Plan - Defines the detailed activities, dependencies, roles/responsibilities, and schedule for deploying the solution into Production and integrating with all 3rd-party vendors and systems.
Assess Organizational and Solution Readiness – CedarCrestone and ETF outline the current state of the solution in terms of readiness for production based on the project’s objectives, test results, third-party integration readiness, and overall organizational readiness (trained/equipped user community, communications to all	<ul style="list-style-type: none"> Readiness Assessment – Outlines the project’s critical success factors and key performance metrics for the solution, providing a recommendation for deploy the solution, deferring the

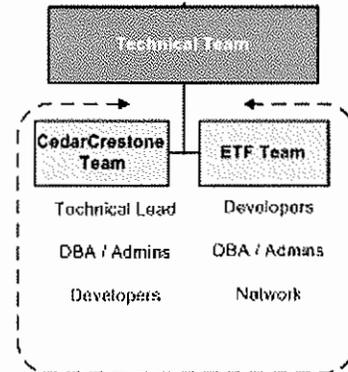


Key Activities	Deliverables
stakeholders, and acceptance of all identified changes).	deployment, and/or invoking contingency plans.
<p>Define and Execute Communication Campaigns – Communications are defined for change management and project events. Materials are created and distributed by audience classifications. Feedback is received and assessed to determine if each communication met its defined objectives.</p>	<p>⊛ Communication Materials – Communication to specific audiences.</p> <p>Note: CedarCrestone is assuming that ETF will lead the project Change Management and Communication programs, leveraging CedarCrestone’s templates, methodology, and support</p>
<p>Execute Cutover and Operational Procedure - The project moves from the implementation plan into production operational support. ETF’s operational procedures are invoked for the new solution and services.</p>	<p>⊛ Final Production System, Live System – The solution is deployed to production and available for user access and live business transactions.</p>
<p>Assess Project Delivery Quality – CedarCrestone Delivery Management reviews the team coordination, deliverable quality, adherence to defined methodologies and standards, and overall ETF client satisfaction. This activity is designed to identify and address delivery quality issues early and to continuously align CedarCrestone’s project delivery team with ETF’s expectations.</p>	<p>⊛ Quality Review Report – Provides assessment of project delivery quality.</p>

ETF IT Staff Roles and Responsibilities

Section 3.1 **Organizational Capabilities** defines both the project organizational relationships and roles/responsibilities. The excerpt illustrates the ETF technical roles proposed for the project and affirms the objective of ETF and CedarCrestone technical team members working collaboratively.

For system administration and solution development activities (reports, interfaces, workflows, and enhancements), CedarCrestone has primary delivery responsibility and will lead each activity. CedarCrestone proposes that the ETF System Administrator/DBA and Developers work side-by-side with their CedarCrestone counterparts, accepting activity assignments as available, in order to reinforce their PeopleSoft training and to achieve the project's knowledge transfer objectives. The assignment of project activities, as described above, to ETF technical team members will be coordinated by the CedarCrestone and ETF Project Managers.

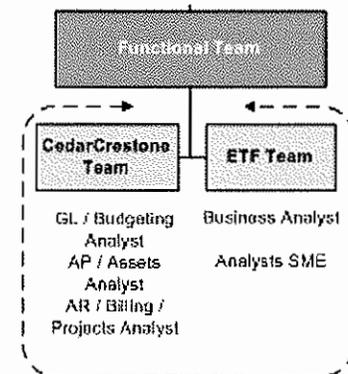


For conversion-related activities, CedarCrestone has primary responsibility for staging the source data within the PeopleSoft environment and loading the data to the target PeopleSoft components. The ETF development team is responsible for providing all conversion source data in a format that can be directly loaded to the PeopleSoft conversion staging tables and translating the data. The PeopleSoft conversion staging tables are custom tables that exist solely to support the data conversion efforts and will be designed to minimize, but not eliminate, data extract programming for ETF.

ETF Business Staff Roles and Responsibilities

Section 3.1 **Organizational Capabilities** defines both the project organizational relationships and roles/responsibilities. The excerpt illustrates the ETF functional roles proposed for the project and affirms the objective of ETF and CedarCrestone functional team members working collaboratively.

CedarCrestone's Functional Analyst's will be responsible for solution design, configuration, and initial testing. ETF Business Analysts and subject matter experts from each financial business unit will be responsible for:



- Providing current-state business process information to support Interactive Design Prototyping (IDP) sessions.
- Participating in IDP sessions.
- Reviewing and approving design and configuration deliverables, providing feedback on necessary deliverable changes.
- Creating future-state business process guides with input from the CedarCrestone Functional Analysts.
- Participating in System/Integration Testing to provide early feedback on the solution design and to facilitate knowledge transfer objectives.
- With direct support of the CedarCrestone Functional Analysts, leading Parallel/User Acceptance testing in terms of defining and executing test scenarios and scripts.



ETF Business Analysts and subject matter experts from each financial business unit need to bring a thorough understanding of their business process areas. The CedarCrestone Functional Analysts will equip them throughout the project with PeopleSoft specific knowledge.

The table below outlines key project activities impacting ETF functional team members and the estimated percentage allocation expected for each activity.

Table 11. Key Project Activities (by date)

Task Name	Start	Finish	Business Analyst %	SME %
WI ETF FMIS Implementation Project	Mon 4/15/13	Fri 1/3/14		
Phase I: Plan & Discover	Mon 4/15/13	Fri 5/24/13		
Assess Current-State Business Processes	Mon 4/15/13	Fri 4/19/13	20%	10%
Prepare Solution Prototype for IDP Sessions	Mon 4/22/13	Fri 5/10/13	20%	10%
Phase II: Analyze & Design	Mon 4/29/13	Fri 8/23/13		
Facilitate IDP Sessions	Mon 5/13/13	Fri 6/7/13	50%	50%
Develop Fit/Gap Analysis Report and Present Findings	Mon 6/10/13	Fri 6/21/13	20%	5%
Develop and Present System Design Documents	Mon 6/24/13	Fri 7/12/13	20%	5%
Create Functional Design Specifications for Development Work Units	Mon 7/15/13	Fri 8/9/13	10%	5%
Phase III: Configure & Develop	Mon 7/29/13	Wed 10/23/13		
Configure Business Rules	Mon 8/12/13	Fri 9/27/13	15%	5%
Configure Queries	Mon 8/12/13	Fri 9/27/13	5%	
Functional Unit Testing	Mon 8/5/13	Fri 9/27/13	10%	5%
Business Process Change Impact Assessment	Mon 9/2/13	Fri 9/6/13	50%	25%
Define and Execute Communication Campaigns	Mon 9/9/13	Fri 9/20/13	20%	10%
Prepare for Test Cycle	Mon 9/30/13	Fri 10/11/13	15%	5%
Assess Knowledge Transfer Effectiveness	Wed 10/9/13	Wed 10/16/13	10%	5%
Assess Project Delivery	Wed 10/16/13	Wed 10/23/13		
Phase IV: Test & Train	Mon 9/30/13	Fri 1/3/14		
Execute Test Cycles	Mon 10/14/13	Fri 12/20/13		
System/Integration Testing	Mon 10/14/13	Fri 11/22/13	20%	5%
User Acceptance Testing	Mon 11/25/13	Fri 12/20/13	50%	10%
Develop & Deliver Training	Mon 9/30/13	Fri 12/20/13		
Develop Training Materials	Mon 10/14/13	Fri 11/15/13	10%	5%
Train Testers	Mon 11/11/13	Fri 11/22/13	50%	25%
Train End Users	Mon 12/9/13	Fri 12/20/13	25%	10%
Assess Knowledge Transfer Effectiveness	Mon 12/23/13	Fri 12/27/13	10%	5%
Phase V: Deploy & Optimize	Mon 11/25/13	Fri 1/3/14		
Define Cutover Plan	Mon 11/25/13	Fri 12/13/13	10%	5%
Execute Cutover and Operational Procedure	Mon 12/30/13	Fri 1/3/14	50%	25%

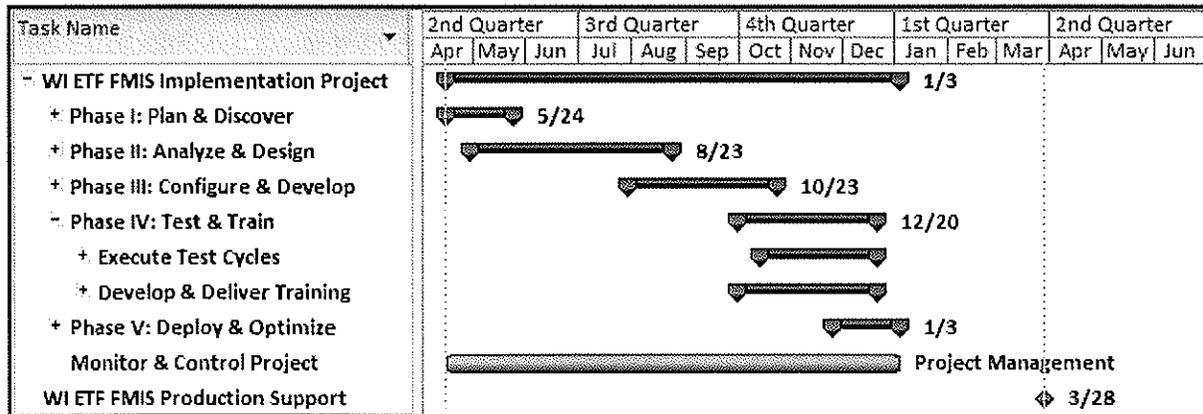


Project Timeframe

Below, the excerpts from the proposed project plan outline the start and end dates for each of the project milestone phases. CedarCrestone is proposing a January 2014 deployment date to coincide with ETF's calendar year begin and associated processes that begin in January. The project will be substantially complete by ETF's target date of December 2, 2013 as the User Acceptance Test cycle will be nearing completion. CedarCrestone is proposing a January deployment date with a clear understanding of Pension Benefit Administration System implementation projects, believing that the month of December 2013 will primarily encompass project planning and cutover activities that will pose little impact on the ETF Financial team members completing the FMIS project.

Figure 7. Project Timeline

Task Name	Start	Finish
- WI ETF FMIS Implementation Project	Mon 4/15/13	Fri 1/3/14
+ Phase I: Plan & Discover	Mon 4/15/13	Fri 5/24/13
+ Phase II: Analyze & Design	Mon 4/29/13	Fri 8/23/13
+ Phase III: Configure & Develop	Mon 7/29/13	Wed 10/23/13
- Phase IV: Test & Train	Mon 9/30/13	Fri 12/20/13
+ Execute Test Cycles	Mon 10/14/13	Fri 12/20/13
+ Develop & Deliver Training	Mon 9/30/13	Fri 12/20/13
+ Phase V: Deploy & Optimize	Mon 11/25/13	Fri 1/3/14
Monitor & Control Project	Mon 4/15/13	Fri 1/3/14
WI ETF FMIS Production Support	Mon 1/6/14	Fri 3/28/14





4.4. Solution Functional Requirements

The tables in subsequent sections describe the Highly Desired and Desired features of the PeopleSoft solution. As noted above, should any of these requirements require significant effort on the part of the implementer, ETF is open to a discussion of how that requirement may be dropped or the desired result obtained in a different way.

4.4.1 General Business Requirements

This section describes requirements that are either required or desired as it relates to General business requirements. General Business requirements are those that are shared across multiple system areas.

4.4.2 General Ledger

This section of the requirements describes what is either required or desired as it relates to General Ledger functionality.

CedarCrestone acknowledges the requirements described in section 4.4.2 of the RFP and what is either required or desired as it relates to General Ledger functionality.

General Ledger will be installed and configured to allow for the required flexibility. The need to record and report on both a fiscal year and calendar year is clearly understood. The GL can be configured to allow for different calendars for each ledger within a business unit. Thus, as we go through the Interactive Design and Prototype phase, the system will allow us to make further inquiry about your design needs and configure accordingly. PeopleSoft's Accounting Period capability support this flexibility by allowing for not only the typical monthly accounting periods, but other user defined adjustment periods as needed.

PeopleSoft has flexibility to support GAAP and GASB requirements. CedarCrestone has implemented PeopleSoft to create the annual financial reports for several governmental entities including state agencies and state-wide, multi-employer, pension organizations through the use of the nVision reporting tool. The flexibility of the chartfield structure and the nVision reporting tool make it easy to produce the required reports.

The soft and hard close functionality are very user friendly and can be run, reversed and rerun within minutes. ETF can configure these processes to close to each equity account based on user friendly mapping.

4.4.3 Accounts Receivable

This section of the requirements describes what is either required or desired as it relates to Accounts Receivable functionality.

CedarCrestone acknowledges the requirements described in section 4.4.3 of the RFP and what is either required or desired as it relates to Accounts Receivable functionality. The PeopleSoft modules that will be used for these requirements include Receivables, Billing and eBill.

PeopleSoft has the ability to meet the highly desired needs of ETF. It can produce invoices and track them as desired. In addition, it has the ability to create consolidated invoices. We will configure the system to allow for proper monitoring and management of invoices. This would include aging of receivables, ability to write-off receivables and send them to collections.



4.4.4 Accounts Payable

This section of the requirements describes what is either required or desired as it relates to Accounts Payable system functionality.

CedarCrestone acknowledges the requirements described in section 4.4.4 of the RFP and what is either required or desired as it relates to Accounts Payable functionality.

PeopleSoft Accounts Payable is a fully integrated module that allows for all necessary edits and approvals. It allows for ETF to capture all invoices and update the budget effect immediately regardless of when the transaction is paid. Payments can be scheduled based on rules for each business unit or vendor. The system supports all types of payments such as checks, ACH, etc. There are requirements to reference POs and Purchasing Contracts to Vouchers. This is available with delivered functionality if the Purchasing module is included. CedarCrestone is not proposing the Purchasing Module as the module's functionality far exceeds ETF's requirements. During IDP sessions, CedarCrestone will clarify the requirements and provide alternative solutions for the stated requirements.

4.4.5 Operating Budget

This section of the requirements describes what is either required or desired as it relates to creating and maintaining an Operating Budget.

CedarCrestone acknowledges the requirements described in section 4.4.5 of the RFP and what is either required or desired as it relates to creating and maintaining an Operating Budget.

CedarCrestone proposes using PeopleSoft Commitment Control to meet the Budget requirements. This module has great flexibility in allowing for budgets to be structured as needed. It allows for various budgets to be created for different accounting periods for different ledgers. It also allows ETF to pick and choose which chartfields should be included in each budget structure and whether those chartfields should be rolled-up to a summary level for control.

ETF presented some requirements that relate more to the budget preparation process. Although Commitment Control can house various budget scenarios, it is not meant to support a robust budget preparation process. In our experience, once the budget preparation process is complete, then the budgets are loaded into PeopleSoft Commitment Control to monitor and control budgets throughout the year. This includes budget adjustments and transfers.

To perform a robust budget preparation process, a separate application will be needed (i.e., Hyperion Budgeting). The Hyperion Budgeting product resides on a separate database than core PeopleSoft Financials and would require an additional investment from ETF to implement and maintain. During IDP sessions, CedarCrestone will clarify the requirements and provide alternative solutions for the stated requirements and/or proposed phasing details for a Hyperion Budgeting implementation. CedarCrestone is recommending that the budget preparation requirements be handled on a future phase project and to only implement the Commitment Control features within General Ledger (Establish Budgets, Budget Check, Budget Reporting vs. Actuals).



4.4.6 Reporting

This section of the requirements describes what is either required or desired as it relates to the reporting needs of an FMIS system. We anticipate that nVision may need to be installed to achieve the level of ad hoc reporting required by ETF as identified below. However, we look to the vendor to confirm or refute this assumption.

CedarCrestone acknowledges the requirements described in section 4.4.6 of the RFP and what is either required or desired as it relates to the reporting needs of the new FMIS.

PeopleSoft reporting can meet any organizations reporting needs. The tools available are PS Query, nVision, and XML Publisher. These tools coupled with PeopleSoft relational database structure make it easy for ETF to pick and choose what to include on a report or query and produce output.

The conceptual framework for PeopleSoft reporting is that reports should have predefined layouts but be able to accept user selected parameters at the time each report is produced. Thus, users have quite a bit of flexibility in what parameters are used, but they don't have to be an expert in the database or in report writing to run various reports.

The nVision tool is used heavily in PeopleSoft Financials to support reporting, including the annual financial report. nVision allows for drilldown by the user to supporting detailed information.

Query is a tool that is used widely by PeopleSoft users. It allows for adhoc reporting needs. It allows the user to pull data directly out of the PeopleSoft tables based on user defined criteria. Often times we predefine various queries with run time prompts for ease of use. However, power users will likely use this tool heavily as they are called upon for adhoc requests that haven't been predefined in a report. Once data is extracted using the query tool, the results are easily exported to Excel where users can perform additional filtering and/or formatting.

CedarCrestone's proposal includes modifying up to 10 PeopleSoft delivered reports to meet ETF's specific requirements and creating up to 10 new reports for reporting requirements not covered by PeopleSoft delivered reports.

CedarCrestone's proposal includes configuring up to 25 queries to meet ETF's reporting requirements.

4.4.7 Integration

This section of the requirements describes what is either required or desired as it relates to Interfacing with other ETF systems, third party systems, or other agencies.

CedarCrestone acknowledges the requirements described in section 4.4.7 of the RFP and what is either required or desired as it relates to interfacing with other ETF systems, third party systems, or other agencies.

CedarCrestone's proposal includes development of up to 18 interfaces to meet ETF's integration requirements.



4.4.8 System Requirements

This section of the requirements describes what is either required or desired as it relates to system functionality.

CedarCrestone acknowledges the requirements described in section 4.4.8 of the RFP and what is either required or desired as it relates to system functionality.

4.4.9 Fixed Asset Management

For the purpose of these requirements, fixed assets are all assets within ETF, including Capital and non-Capital assets and/or intangibles. Requirements for inventory tracking are also captured in this section.

CedarCrestone acknowledges the requirements described in section 4.4.9 of the RFP and what is either required or desired as it relates to Fixed Asset functionality.

PeopleSoft Asset Management allows for ETF to capture fixed assets as needed. This module allows for integration with the Accounts Payable system to automate the addition of new assets. The system allows for each asset to be established with clear identification of the category and funding source. Depreciation rules are established for each asset category to support ease of maintenance. Depreciation rules are effective-dated and can be changed by Asset as needed. This functionality keeps assets from being depreciated below the salvage value or \$0 if no salvage value.

The Asset Management module allows for easy recording and tracking of transfers, re-categorizations, and asset retirements.

4.4.10 Cash Management

This section of the requirements describes what is either required or desired as it relates to Cash Management. ETF does not currently perform cash management functions and is not expected to perform them in the future. However, to prepare for the possibility that responsibilities will arise in the future, certain requirements are included in the grid and are identified as "Desired" instead of "Highly Desired".

CedarCrestone acknowledges the requirements described in section 4.4.10 of the RFP and what is either required or desired as it relates to Cash Management functionality. CedarCrestone acknowledges that ETF does not plan to implement the majority of the Cash Management module.

Since all but one of the cash management requirements is considered "Desirable" rather than "Highly Desirable", CedarCrestone proposes only including functionality needed to support Accounts Payable and/or Accounts Receivable functions. This would include download of bank statement activity for reconciliation of individual transactions and creating a report to support cash projections.

4.4.11 Project Accounting

This section of the requirements describes what is either required or desired as it relates to Project Accounting.

CedarCrestone acknowledges the requirements described in section 4.4.11 of the RFP and what is either required or desired as it relates to Project Accounting functionality.

CedarCrestone proposes to review the Project Accounting requirements with ETF during the IDP sessions to further clarify. In order to reduce total cost of ownership, we only suggest adding modules if the volume and type of activity cannot be handled in other modules. Our previous experience leads us to



believe these requirements could be met through the General Ledger functionality. If they can, we will propose alternatives and let you choose. Each alternative will be laid out with the pros, cons and cost implications so that you can make an informed business decision. The Projects module does meet ETF's stated requirements.

4.4.12 Other

The Department of Employee Trust Funds (ETF) is an agency of the State of Wisconsin. The state operates on a July 1 – June 30 fiscal year. All state agencies use the July-June fiscal year for budgeting and financial reporting. ETF prepares financial statements for all of its funds and accounts using the June 30 fiscal year for inclusion in the state's Comprehensive Annual Financial Report (CAFR). ETF's financial management system must provide budget control and financial reporting based on the July-June fiscal year for compatibility with the state's central accounting system.

ETF administers a number of employee benefit plans for state and local government employees, including the Wisconsin Retirement System, Group Health, Life and Disability programs. All of these benefit plans operate on a calendar year, including actuarial valuations and premium/rate setting. In order to support benefit plan administration, financial statements for all benefit plans are prepared on the calendar year. These are ETF's official financial statements, audited by the Legislative Audit Bureau and published in the ETF CAFR. Budgets are not established or controlled on the calendar year.

Currently, every receipt, disbursement and journal entry recorded in the general ledger is identified by both the fiscal year and calendar year to which it should be posted; i.e. FY 2013 / CY 2012. For most transactions, both FY and CY can be inferred from the transaction date. A transaction dated December 26, 2012 would post to the 6th month of fiscal 2013 but also be recognized as the 12th month of calendar 2012.

During the month of July, transactions can post to either the first month of the new fiscal year or a 13th month adjustment period of the prior fiscal year. Because both posting periods are open and valid, the proper fiscal year cannot be inferred and must be identified in the transaction. For example, a transaction posted on July 15, 2012 would default to the first month of Fiscal 2013, but would require an override to allow it to post to the 13th month of Fiscal 2012.

Similarly, following the end of the calendar year, the books are kept open for adjusting entries and audit corrections. This adjustment period can last as long as a year before the audit is complete and closed for entries. Therefore, for every month in which the calendar year adjustment period is open, there must be a mechanism for identifying that entries apply to the prior calendar year rather than the current posting period. For example, a transaction posted on January 15, 2013 would default to the seventh month of Fiscal 2013, which would be recognized as the first month of Calendar 2013. There needs to be an override which would not change posting to the seventh month of Fiscal 2013, but would indicate the transaction should be recognized in the 13th month of Calendar 2012. This same calendar year override would be needed in each month of calendar 2013 to indicate transactions which are part of calendar year 2012.

Uncertainty occurs in July, when a transaction could apply to either the current or prior fiscal year as well as either the current or prior calendar year. A transaction posted on July 15, 2012 would default to the first month of Fiscal 2013 and be included in calendar year 2012. It must be possible to override the posting month to the 13th month of Fiscal 2012, as well as to indicate the transaction should be treated as part of Calendar 2011.

It is also required that ETF be able to post GAAP only transactions to a calendar year without being included in any fiscal year. This occurs when adjustments are needed for calendar year GAAP reporting which would distort the State's cash / budgetary reporting.

The table below illustrates how accounting periods are assigned and combined for fiscal and calendar reporting. Fiscal year 2013 would be made up of periods 2013-1 through 2013-12 plus any transactions manually put into



2013-13. Calendar year 2013 would be made up of periods 2013-7 through 2014-6 plus any transactions manually put into 2014-7A through 2015-6A.

Table 1: Example Assignment of Accounting Periods

TIME PERIOD	DEFAULT ACCOUNTING PERIOD	MANUAL OVERRIDE FOR:	
		Fiscal Year Adjustment Period	Calendar Year Adjustment Period
July 1 - July 31, 2012	2013-1		
August 1 - August 31, 2012	2013-2		
September 1 - September 30, 2012	2013-3		
October 1 - October 31, 2012	2013-4		
November 1 - November 30, 2012	2013-5		
December 1 - December 31, 2012	2013-6		
January 1 - January 31, 2013	2013-7		
February 1 - February 28, 2013	2013-8		
March 1 - March 31, 2013	2013-9		
April 1 - April 30, 2013	2013-10		
May 1 - May 31, 2013	2013-11		
June 1 - June 30, 2013	2013-12		
July 1 - July 31, 2013	2014-1	2013-13	
August 1 - August 31, 2013	2014-2		
September 1 - September 30, 2013	2014-3		
October 1 - October 31, 2013	2014-4		
November 1 - November 30, 2013	2014-5		
December 1 - December 31, 2013	2014-6		
January 1 - January 31, 2014	2014-7		2014-7A
February 1 - February 28, 2014	2014-8		2014-8A
March 1 - March 31, 2014	2014-9		2014-9A
April 1 - April 30, 2014	2014-10		2014-10A
May 1 - May 31, 2014	2014-11		2014-11A
June 1 - June 30, 2014	2014-12		2014-12A
July 1 - July 31, 2014	2015-1	2014-13	2015-1A
August 1 - August 31, 2014	2015-2		2015-2A
September 1 - September 30, 2014	2015-3		2015-3A
October 1 - October 31, 2014	2015-4		2015-4A
November 1 - November 30, 2014	2015-5		2015-5A
December 1 - December 31, 2014	2015-6		2015-6A

ETF requires that the implemented solution support the scenario described above. In its proposal, the bidder must describe how they will make PeopleSoft provide this capability.



ETF requires that the implemented solution support the scenario described above. In its proposal, the bidder must describe how they will make PeopleSoft provide this capability.

PeopleSoft has various capabilities to meet the requirement above. We will provide one solution in this document. However, the final solution should be the result of the IDP sessions along with the business unit, ledger and Chartfield design discussions.

The following solution is based on the assumption that ETF will have one business unit.

PeopleSoft allows for up to 998 periods. Normally, entities use 01 through 12 for the months of the year. Then they would add an adjustment period to accommodate any postings that need to be included in an old year.

The major difference that is described in the scenario above is that there is a need to report transactions on the accrual basis to the State for each fiscal year (7/1 through 6/30) and to the auditors of the trust funds on the accrual basis for each calendar year.

One solution is to create two ledgers: FISCAL and CALENDAR. These ledgers can then be tied to the same business unit and marked to be "Kept in Sync." This means that each transaction that is processed will create accounting entries for both ledgers. This configuration allows for a July through June calendar to be associated with the FISCAL ledger and a January through December calendar to be associated with the CALENDAR ledger.

We would typically recommend that transactions (payments or receivables) be back dated to the month incurred for at least the June and December month ends. This gets the majority of the transactions posted to the correct month. (This decision is impacted by the budgeting rules which must be fully understood as a part of the IDP sessions.)

With regards to those future transactions that may impact prior periods, we would suggest using the Adjustment period functionality. Adjustment periods can be tied to specific ledgers and specific fiscal years. Thus, an adjustment period could represent the six month period from January 1, 2014 through June 30, 2014. This decision would depend on design decisions regarding the reporting needs. If there really is no need for accrual accounting during the interim months, then having adjustment periods represent 6 month periods may be the best solution. However, if accrual based reporting is required by month, the monthly adjustment periods be created.

In the set-up above normal year end processing of accounts payable vouchers and accounts receivable billings can be back dated to the Fiscal Year end to allow for proper coding and budget checking in the correct year.

Then, as different adjustments are identified they will be recorded as adjustments. For instance a journal entry can be recorded for fiscal 2013 on August 15, 2013 by using an adjustment period of 131, meaning 2013 period 1 through 6. This same adjustment period will update both ledgers, FISCAL and CALENDAR in the proper 6 month period.

By using the above business process, reports can be easily run from either ledger to support Wisconsin ETF's reporting needs.

As stated earlier, we would want walk through a full discovery of all your reporting and accounting needs to ensure this is the best solution. Other approaches might include a single ledger and calendar but still

using the adjustment period approach. This would require custom reports to pull the data for the proper periods. The advantage of this approach is that there will be much fewer rows of data in your database. As the number of transactions grow over the years, this may cause a need to archive sooner.

4.5 Conduct of the Project

Below we provide information on the conduct of the project, including responsibilities we expect the selected vendor to fulfill.

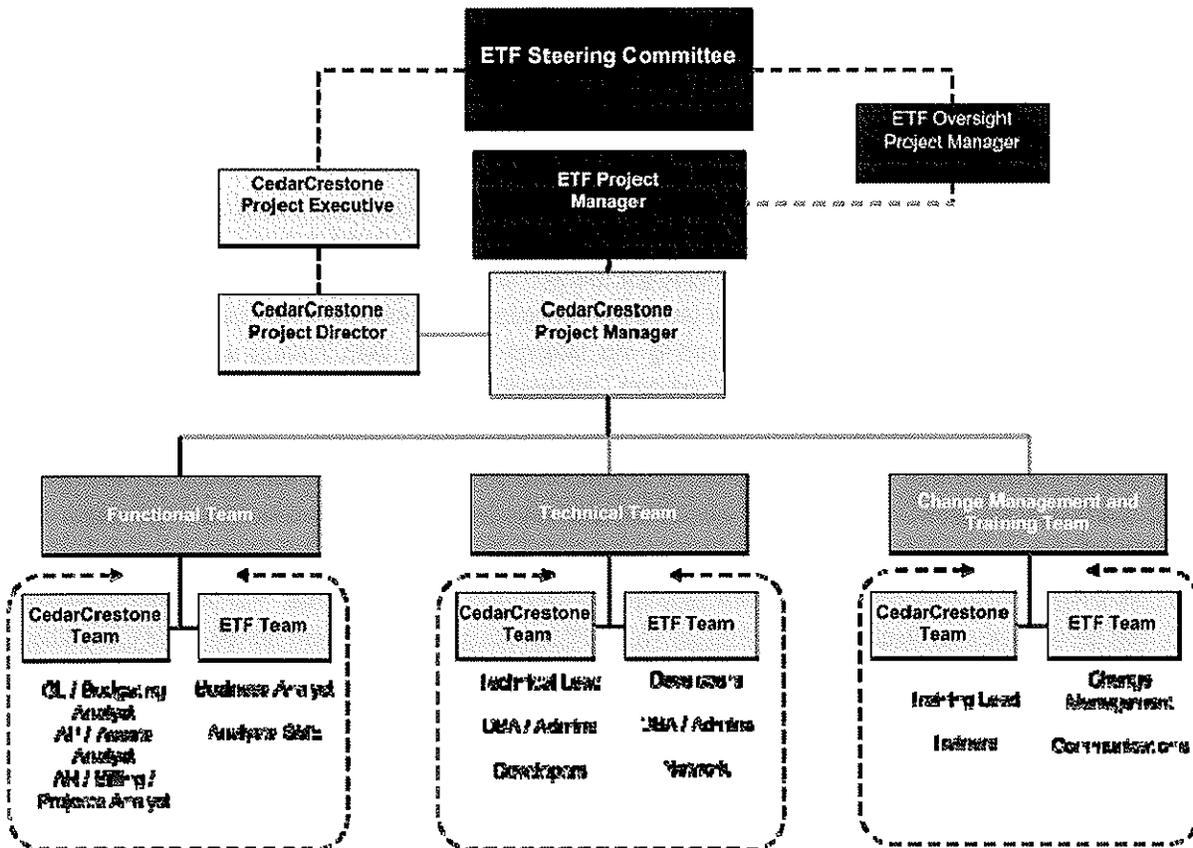
CedarCrestone acknowledges the project conduct expectations as defined below and proposes to fulfill the expectations as described below.

4.5.1 Project Management

The selected vendor will designate a lead to coordinate project management activities with the ETF Project Manager, ETF assigned subject matter experts (SME), and the ETF designated Oversight Project Manager (OPM).

As described in section 3.1 **Organizational Capabilities**, CedarCrestone will designate a Project Manager to coordinate project management activities with the ETF Project Manager, ETF assigned subject matter experts (SMEs), and the ETF designated Oversight Project Manager (OPM).

Figure 8. Project Management Organization Chart





As part of the project management function, the selected vendor will perform the following activities and submit the stated deliverables:

1. Project Planning – Working with ETF staff, the selected vendor will confirm what type of project phasing is most appropriate for ETF and when the activities and phasing should occur. The information will be used to create a Microsoft Project plan. The project plan will be delivered to ETF for review, approval, and sign-off. The project plan will provide, at a minimum, the following information:

- Detailed and accurate task scheduling that describes the work effort for the first three months of the project.
- Identification and estimate of which subject area will be delivered in each project phase.
- Estimated schedules for any activities beyond the first three months of the project.

The project plan will be updated no less frequently than monthly. More frequent updates may be requested by ETF throughout the project.

As part of the project management function, CedarCrestone will perform the Project Planning activities. Working with ETF staff, CedarCrestone will confirm what type of project phasing is most appropriate for ETF and when the activities and phasing should occur within the context of CedarCrestone's proposal. The information will be used to create a Microsoft Project plan. The project plan will be delivered to ETF for review, approval, and sign-off. The project plan will provide, at a minimum, the following information:

- Detailed and accurate task scheduling that describes the work effort for the first three months of the project.
- Identification and estimate of which subject area will be delivered in each project phase.
- Estimated schedules for any activities beyond the first three months of the project.

The project plan will be updated no less frequently than monthly. CedarCrestone acknowledges that more frequent updates may be requested by ETF throughout the project.

2. Project Coordination – The lead will coordinate all project activities, meetings, and deliverables with the ETF Project Manager and OPM.

The CedarCrestone Project Manager will coordinate all project activities, meetings, and deliverables with the ETF Project Manager and OPM.

3. Resource Scheduling – The lead will be responsible for planning and scheduling vendor staff so that the project goals and schedules are achieved. The lead will also work with the ETF Project Manager to ensure that ETF staff is identified at least two weeks prior to the time they are needed and are subsequently scheduled and directed appropriately to fulfill ETF assigned work on the project.

The CedarCrestone Project Manager will be responsible for planning and scheduling vendor staff so that the project goals and schedules are achieved. The CedarCrestone Project Manager will also work with the ETF Project Manager to ensure that ETF staff is identified at least two weeks prior to the time they are needed and are subsequently scheduled and directed appropriately to fulfill ETF assigned work on the project.



4. Status Reporting – The lead will provide semi-monthly status reports to the ETF Project Manager and OPM. Status reports are due the first and fifteenth of each month. The format of the initial status report will be approved by ETF and will be used for the remainder of the project. At a minimum, the report must contain achievements since the previous report, activities expected in the next period, and any issues having arisen and their possible resolution.

The CedarCrestone Project Manager will provide semi-monthly status reports to the ETF Project Manager and OPM. Status reports will be provided on the first and fifteenth of each month. The format of the initial status report will be approved by ETF and will be used for the remainder of the project. At a minimum, the report will contain achievements since the previous report, activities expected in the next period, and any issues having arisen and their possible resolution.

4.5.2 Requirements Confirmation and Mapping

ETF has spent a great deal of time identifying functional requirements. Early in the project, working with identified ETF staff members, the selected vendor will confirm their understanding of each requirement and map each requirement to the specific module. This mapping will further validate ETF's needs and will clarify which modules must be installed.

As noted above, ETF currently understands that PeopleSoft's Financials and Project Accounting modules are required for the core functionality and NVision to satisfy ETF's needs for ad hoc reporting. Since ETF desires to minimize the Total Cost of Ownership, we would prefer to perform no customization of the installed PeopleSoft software. In their response to this RFP, the vendor must confirm their understanding of these requirements and discuss ETF's options.

As part of the requirements confirmation, the selected vendor will:

Provide a complete mapping of requirements to software modules.

1. Identify and document any configuration necessary to meet the requirements.
2. Identify any requirement that cannot be met and document any work-around to potentially satisfy the requirement.
3. Identify and document any customization and/or additional programming required to fulfill a requirement.
4. Identify and design a proposed solution to all integration and/or interface needs.

CedarCrestone acknowledges that ETF has spent a great deal of time identifying functional requirements. During Phase I Plan and Discover, the RFP requirements will be incorporated into the baseline Requirements Traceability Matrix (RTM) and used as context for requirements clarification and design that will take place in Phase II Analyze and Design during the Incremental Design Prototyping (IDP) activity. During IDP sessions, working with identified ETF staff members, CedarCrestone will confirm our understanding of each requirement and map each requirement to specific PeopleSoft modules. This mapping will further validate ETF's needs and will confirm and/or clarify which modules must be installed.

In this proposal, CedarCrestone identifies which PeopleSoft modules are required based on the stated requirements and which modules may be necessary, but required further analysis and collaboration with ETF. In order to obtain the most value out of the IDP sessions, PeopleSoft modules that are identified as required will need to be procured and installed prior to commencing the IDP sessions as an online demonstration of these modules will serve as the context for the prototyping activity. The table below presents the PeopleSoft modules that CedarCrestone proposes as required to meet ETF's functional



requirements and which should be installed prior to commencing the IDP sessions as well as the PeopleSoft modules that CedarCrestone proposes as needing additional information before ETF invests in licensing and installation.

Table 12. Proposed Modules

Necessary to Start IDP Sessions	Clarify Need During IDP Sessions
General Ledger / Commitment Control	Projects
Accounts Receivable	Budgeting
Accounts Payable	
Asset Management	
Cash Management	
nVision	
PeopleTools 8.52	

Based on ETF's stated requirements, it would appear that the Projects and Budgeting modules are required. However, since both modules require extensive setup and maintenance, CedarCrestone proposes that we use the IDP sessions to determine if acceptable alternative solutions can be identified which would reduce ETF's total cost of ownership. At this time, CedarCrestone is not proposing using the Budgeting module. Optional costs are provided in the cost proposal for ETF's consideration of a future phase if the IDP session results indicate that the Hyperion Budgeting and Planning module is desired.

CedarCrestone acknowledges ETF's desires to minimize the solution's total cost of ownership and that ETF prefers to perform no customization of the installed PeopleSoft software. During the IDP sessions, potential customizations will be identified and alternative solutions presented. The Fit/Gap Analysis Report deliverables for each process area will outline the gaps between ETF's requirements and PeopleSoft functionality, serving to formalize the review and decision making process of approving customizations or alternative solutions based upon defined business cases.

As part of the requirements confirmation performed in the IDP sessions and the resulting Fit/Gap Analysis Report and System Design Document deliverables, CedarCrestone will provide a complete mapping of requirements to software modules and:

1. Identify and document any configuration necessary to meet the requirements.
2. Identify any requirement that cannot be met and document any work-around to potentially satisfy the requirement.
3. Identify and document any customization and/or additional programming required to fulfill a requirement.
4. Identify and design a proposed solution to all integration and/or interface needs.



4.5.3 Requirements Traceability

To assist ETF in tracking all project requirements and deliverables, a Requirements Traceability Matrix (RTM) will be prepared and regularly maintained by the selected vendor.

The RTM prepared by the selected vendor will be a Microsoft Excel workbook. The basis of the RTM will be the ETF-created Functional Requirements. The RTM will contain one line item for each identified and confirmed requirement. The matrix will include eight (8) columns, the content of which is described below:

1. **Requirement Number** – Sequential unique number, identifying the requirement and aggregated by subject area (e.g., GL requirements may be numbered GL1, GL2, etc.). The unique identifier will persist through the project.
2. **Requirement (Description)** – A summarized description of the requirement.
3. **Software Module** – The selected vendor will be responsible for mapping each requirement to a module. This column will represent the result of the mapping effort.
4. **Phase** – The phase of the project in which the requirement will be delivered per the project plan.
5. **Received Date / Who** – The date that the requirement was delivered to ETF and to whom it was delivered.
6. **Accepted Date / Who** – The date that the requirement delivery was accepted by ETF and by whom it was accepted.
7. **Comments** – Relevant comments must explain what caused a requirement to be removed or added. Each comment must cite specific conversations between ETF and the selected vendor, the date and attendees, and the document which transmitted this information to ETF including but not limited to meeting minutes, status report, and specific correspondence. Comments will also describe a manual work around if a requirement cannot be met by the purchased software.
8. **Test Case** – The test case confirming the requirement has been satisfied.

The format of the matrix and additional columns may be determined as necessary by ETF over the course of the implementation.

The selected vendor will be responsible for maintaining the RTM throughout the project. The RTM helps ETF ensure that all requirements are addressed during the project and are tested and approved by ETF. A sample RTM is included in the table below:

To assist ETF in tracking all project requirements and deliverables, a Requirements Traceability Matrix (RTM) will be prepared and regularly maintained by CedarCrestone.

The RTM prepared by CedarCrestone will be a Microsoft Excel workbook. The basis of the RTM will be the ETF-created Functional Requirements. The RTM will contain one line item for each identified and confirmed requirement. The matrix will include eight (8) columns, the content of which is described below:

1. **Requirement Number** – Sequential unique number, identifying the requirement and aggregated by subject area (e.g., GL requirements may be numbered GL1, GL2, etc.). The unique identifier will persist through the project.
2. **Requirement (Description)** – A summarized description of the requirement.
3. **Software Module** – CedarCrestone will be responsible for mapping each requirement to a module. This column will represent the result of the mapping effort.
4. **Phase** – The phase of the project in which the requirement will be delivered per the project plan.



5. Received Date / Who – The date that the requirement was delivered to ETF and to whom it was delivered.

6. Accepted Date / Who – The date that the requirement delivery was accepted by ETF and by whom it was accepted.

7. Comments – Relevant comments will explain what caused a requirement to be removed or added. Each comment will cite specific conversations between ETF and CedarCrestone, the date and attendees, and the document which transmitted this information to ETF including but not limited to meeting minutes, status report, and specific correspondence. Comments will also describe a manual work around if a requirement cannot be met by the purchased software.

8. Test Case – The test case confirming the requirement has been satisfied.

CedarCrestone will be responsible for maintaining the RTM throughout the project. The RTM helps ETF ensure that all requirements are addressed during the project and are tested and approved by ETF. The format of ETF's matrix in **Table 6** can be modified to include additional columns as in **Table 7**, as necessary, over the course of the implementation:

Table 13. ETF Sample Requirements Traceability Matrix (RTM)

Req ID	Description	Business Area	Phase	Discussed Dates	Approved Dates	Comments	Test Case
G1	System has the capability to track transactions by fiscal year and calendar year and display data grouped into whichever year type is selected.	Financials	1	12/3/2012 - PCC	12/15/2012 - TMC	Both calendars were configured per the specs.	Test case if applicable.
G2	System has the ability to provide automated year end close processes. System should close to the level of detail determined by the user.	N/A	1	12/3/2012	12/23/2012 - TMC	The software doesn't fully support this requirement. The work around is to process the close manually as described in...	Test case if applicable.

Table 14. CedarCrestone Sample Requirements Traceability Matrix (RTM)

Requirements Traceability Matrix																						
No.	Requirement	Source	Page / Section	Phase	SDW	COO Page	Preview Session / Date	IDP Session / Date	Business Area Addressed	Business Process	Business Sub-Process	Activity	Activity Type	Delivered / Custom	Design Doc Location	Gap ID	Spec ID	Type of Spec	Received Date / Who	Accepted Date / Who	Comments	Test Case(s)



4.5.4 Module Selection and Installation

ETF has selected PeopleSoft as the solution that best meets their needs. ETF expects the selected vendor to assist with selecting the specific modules required to meet the identified requirements. Once the selected vendor completes the Requirements Confirmation, the vendor will:

1. Recommend what modules need to be installed.
2. Identify within which project phase each module will be implemented.
3. Work with ETF IT staff to install and configure the modules at the appropriate phase.

CedarCrestone acknowledges that ETF has selected PeopleSoft as the solution that best meets their needs and that ETF expects CedarCrestone to assist with selecting the specific modules required to meet the identified requirements. Once CedarCrestone completes the Requirements Confirmation, we will:

1. Provide a final recommendation on what modules need to be installed. Note, CedarCrestone has outlined modules that need to be installed, in section 4.5.2, prior to the IDP sessions where requirements will be further clarified and confirmed.
2. Identify within which project phase each module will be implemented. Note, that although CedarCrestone's proposed implementation methodology includes five project phases, CedarCrestone is proposing a single deployment of all required modules outlined in section 4.5.2.
3. Work with ETF IT staff to install and configure the modules at the appropriate phase.

4.5.5 System Configuration

Although ETF's goal is to minimize customizations and use as much "out of the box" functionality as possible, ETF understands that some unique needs will require system configurations and customizations. The selected vendor will be responsible for identifying, performing, and coordinating all configuration activities including assisting ETF in defining and creating a Chart of Accounts. As part of this project, the selected vendor will:

1. Assist ETF staff in defining the Chart of Accounts.
2. Configure and define the general ledger.
3. Identify all system customization and/or required new program creation.
4. Work with the ETF Project Manager to identify what resources (e.g. the selected vendor, ETF, or other) will perform system customization or programming and assist the ETF Project Manager in scheduling those resources.

CedarCrestone acknowledges that although ETF's goal is to minimize customizations and use as much "out of the box" functionality as possible, ETF understands that some unique needs will require system configurations and customizations. CedarCrestone will be responsible for identifying, performing, and coordinating all configuration activities including assisting ETF in defining and creating a Chart of Accounts. As part of this project, CedarCrestone will:

1. Assist ETF staff in defining the Chart of Accounts.
2. Configure and define the general ledger.
3. Identify all system customization and/or required new program creation.



4. Work with the ETF Project Manager to identify what resources (e.g. CedarCrestone, ETF, or other) will perform system customization or programming and assist the ETF Project Manager in scheduling those resources.

4.5.6 Data Migration

The legacy data must be converted into the new system in a way that ensures data integrity. The data will need to be analyzed, mapped, cleansed, and converted into the new system. This effort will require planning to determine how much historical data needs to be converted, how best to test both the data and system with ETF data, and how best to roll out the system without adversely affecting the data. With this in mind, the selected vendor will perform the following activities as they relate to data migration:

1. Working with ETF, develop a strategy for migrating pertinent data, including which data elements and the extent of historical data.
2. Map the data into the new system.
3. Develop a data cleansing strategy; participate in cleansing efforts; and direct ETF staff as appropriate.
4. Develop an implementation schedule that allows for thorough system testing with ETF data, parallel testing, and final migration activities. The schedule should ensure that both the legacy data and the new system's data are kept current during the parallel testing.

CedarCrestone acknowledges that legacy data must be converted into the new system in a way that ensures data integrity. The data will need to be analyzed, mapped, cleansed, and converted into the new system. This effort will require planning to determine how much historical data needs to be converted, how best to test both the data and system with ETF data, and how best to roll out the system without adversely affecting the data. With this in mind, CedarCrestone will perform the following activities as they relate to data migration:

1. Working with ETF, develop a strategy for migrating pertinent data, including which data elements and the extent of historical data.
2. Map the data into the new system.
3. Develop a data cleansing strategy; participate in cleansing efforts associated with transforming data for import into target PeopleSoft components; and direct ETF staff as appropriate. ETF will be responsible for cleansing efforts determined to be best accomplished in the source systems.
4. Develop an implementation schedule that allows for thorough system testing with ETF data, parallel testing, and final migration activities. The schedule will ensure that both the legacy data and the new system's data are kept current during the parallel testing.

CedarCrestone's proposal includes conversion of up to 15 target PeopleSoft components.



4.5.7 Integration and Interfaces

ETF has identified several sources of integration and interfaces that will be required as part of this effort. ETF will be replacing their current line of business applications in the near future, which likely will change most of these interfaces. Although the new FMIS system must work with the legacy interfaces, ETF desires to minimize customization to them. ETF expects the selected vendor to use its expertise to develop the least intrusive way to interface the new FMIS system with the legacy applications.

The selected vendor will be responsible for verifying the currently known interfaces and identifying any others that are discovered based upon the selected vendor's expertise and information gathered from the Requirements Confirmation. The selected vendor will be expected to:

1. Validate and verify currently known integrations and interfaces.
2. Identify additional integrations and interfaces, if any.
3. Provide detail specifications for, and changes to, the integration and interfaces.
4. As appropriate, develop the solution.
5. As appropriate, coordinate the development of the solution with ETF or other resources.

CedarCrestone acknowledges that ETF has identified several sources of integration and interfaces that will be required as part of this effort. ETF will be replacing their current line of business applications in the near future, which likely will change most of these interfaces. Although the new FMIS system must work with the legacy interfaces, ETF desires to minimize customization to them. ETF expects CedarCrestone to use its expertise to develop the least intrusive way to interface the new FMIS system with the legacy applications.

CedarCrestone will be responsible for verifying the currently known interfaces and identifying any others that are discovered based upon CedarCrestone's expertise and information gathered from the Requirements Confirmation. CedarCrestone will:

1. Validate and verify currently known integrations and interfaces.
2. Identify additional integrations and interfaces, if any.
3. Provide detail specifications for, and changes to, the integration and interfaces defined as in-scope.
4. As appropriate, develop the solution.
5. As appropriate, coordinate the development of the solution with ETF or other resources.

CedarCrestone's proposal includes development of up to 18 interfaces to support ETF's integration requirements.

4.5.8 System Testing

The selected vendor will be responsible for identifying, planning, performing, and coordinating all testing activities throughout the project. Thorough testing is critical to the success of this project. The selected vendor should have the experience and knowledge to understand what testing needs to take place and how best to carry out the testing. As part of this project, the selected vendor will provide the following testing services:

1. Work with ETF staff to determine how best to carry out testing to ensure all system functionality and all system interfaces work appropriately.
2. Working with the ETF Project Manager and OPM, the selected vendor will develop a Detailed Test Plan that identifies what tests will take place, when they will take place, who will perform the tests, and what outcomes will be expected from the tests.
3. Perform tests where appropriate.
4. Coordinate, with ETF Project Manager, all testing by ETF staff and/or other testers.
5. Validate the completion of testing and provide test results to ETF.

CedarCrestone will be responsible for identifying, planning, performing, and coordinating all testing activities throughout the project. Thorough testing is critical to the success of this project. CedarCrestone has the experience and knowledge to understand what testing needs to take place and how best to carry out the testing. As part of this project, CedarCrestone will provide the following testing services:

1. Work with ETF staff to determine how best to carry out testing to ensure all system functionality and all system interfaces work appropriately.
2. Working with the ETF Project Manager and OPM, CedarCrestone will develop a Detailed Test Plan that identifies what tests will take place, when they will take place, who will perform the tests, and what outcomes will be expected from the tests.
3. Perform tests where appropriate.
4. Coordinate, with ETF Project Manager, all testing by ETF staff and/or other testers.
5. Validate the completion of testing and provide test results to ETF.

4.5.9 Application Training

The selected vendor will be responsible for training ETF staff in the use of the software. This includes any technical training of IT staff in the maintenance of the software. At a minimum, training will include:

1. A high level training plan.
2. System end-user training.
3. System configuration training, including how to maintain system parameters.
4. Technical system training, including how to maintain software versions and hardware configurations.

CedarCrestone will be responsible for training ETF staff in the use of the software. This includes the proposed scope of technical training of IT staff in the maintenance of the software. At a minimum, training will include:

1. A high level training plan.



2. System end-user training.
3. System configuration training, including how to maintain system parameters.
4. Technical system training, including how to maintain PeopleSoft software versions. CedarCrestone assumes that ETF is already knowledgeable in their preferred database and hardware platforms.

CedarCrestone recommends that ETF purchase Oracle's User Productivity Kit (UPK) to support the creation and maintenance of online training materials for the in-scope Financial modules. UPK is a tool that provides web-based training and online help to end-users as they use the PeopleSoft Financials application. Designed to work with an instance of the PeopleSoft database, it provides process-based instructions for how to use the various components of the application in the following modes:

See It! Allows the user to view a demonstration of the process.

Try It! Allows the user to perform the process steps in a simulated environment. Instructions appear for the user to perform actions with the mouse or keystrokes to complete the process.

Do It! Allows the use to interact with live data. The process instructions appear in a small window within an actual instance of the PeopleSoft database. Information entered in this mode will actually be entered in the database.

Know It? Allows an assessment of the user knowledge. The user must perform the steps in the process accurately. No instructions are given except where specific text input is required. Each error is recorded and a final score is calculated. The threshold can be set to validate the user's knowledge of the process. An additional module may be installed to capture individual scores into a database for reporting and validation.

4.6 Schedule

To prepare for the start of the Benefits Administration System (BAS) project, ETF would prefer the FMIS implementation be substantially complete by 2 December 2013. ETF recognizes that this may be considered an aggressive schedule and does not want to sacrifice quality to meet this timeline. As part of their proposal, the vendor is encouraged to discuss the required timeframe and ways of meeting it.

The selected vendor is responsible for developing a detailed project schedule in collaboration with the ETF Project Manager. The first project deliverable will identify an initial description of the planned phasing of the project. It will also include a detailed plan for the first three months of the project, as described in Section 4.5.1 Project Management.

CedarCrestone acknowledges that to prepare for the start of the Benefits Administration System (BAS) project, ETF would prefer the FMIS implementation be substantially complete by 2 December 2013. ETF recognizes that this may be considered an aggressive schedule and does not want to sacrifice quality to meet this timeline. In section 4.3, CedarCrestone proposed a project timeline with a January 2014 deployment and has discussed why this date should not adversely impact or conflict with the anticipated start of the new Benefits Administration System.

CedarCrestone is responsible for developing a detailed project schedule in collaboration with the ETF Project Manager. The first project deliverable will identify an initial description of the planned phasing of



the project. It will also include a detailed plan for the first three months of the project, as described in Section 4.5.1 Project Management.

4.7 Approvals

All vendor deliverables will be submitted to ETF for formal review and approval. The process for submitting deliverables is as follows:

1. All written deliverables are first to be submitted as Draft so that ETF can review and provide appropriate feedback.
2. ETF will review and provide feedback.
3. Once ETF provides feedback, the selected vendor will update the deliverable, resubmit for final review and approval, and will include a sign-off form in the final delivery.
4. If the deliverable is an MS Word document, the final deliverable will include: 1) a final document with all changes accepted, and 2) a final document with all changes identified with change tracking turned on.

All proposed CedarCrestone deliverables will be submitted to ETF for formal review and approval. The process for submitting deliverables is as follows:

1. All written deliverables are first to be submitted as Draft so that ETF can review and provide appropriate feedback.
2. ETF will review and provide feedback.
3. Once ETF provides feedback, CedarCrestone will update the deliverable, resubmit for final review and approval, and will include a sign-off form in the final delivery.
4. If the deliverable is an MS Word document, the final deliverable will include: 1) a final document with all changes accepted, and 2) a final document with all changes identified with change tracking turned on.

During project initiation in Phase 1 Plan and Discovery, the CedarCrestone and ETF Project Managers will determine the review period duration for each deliverable that will provide ETF sufficient time to render relevant feedback while maintaining the defined project schedule.

4.8 Warranty

Notwithstanding any other term in this RFP or the Proposer's proposal, the following warranties shall apply to the contract. Proposer represents and warrants that:

- Any software provided shall (to the extent possible, recognizing that some of that software may be third party products) be free from defects for a minimum period of 365 days from the date of acceptance by ETF.
- Any software and all components of the software contain no viruses, moles, worms, bombs, or disabling devices. If this occurs, the vendor will reimburse ETF for all costs associated with the cure.
- Proposer has the full power and authority to grant ETF any license(s) offered in the Proposal and their use for five years at no additional cost.
- Proposer shall repair, reconfigure, redesign or replace, within a commercially reasonable time unless otherwise specified in this RFP and at its sole cost and expense, any portion of the software or any services failing to comply with the warranties granted in this section during the warranty period offered by proposer. If proposer fails to remedy such portion of the software or any services within the required time, ETF may, in its sole discretion, act to repair or replace all or a portion of the software or re-perform the services and the proposer shall reimburse ETF for all costs incurred by ETF to repair or replace the software or to re-perform the services.

CedarCrestone acknowledges these details associated with the Warranty.

CedarCrestone offers this warranty for its services: its services will be provided in a professional and workmanlike manner consistent with industry standards. If the State of Wisconsin provides notice to it within that warranty period that its services have failed to meet the warranty, CedarCrestone will re-perform the services without charge.

CedarCrestone plans to not provide any software as part of this agreement. ETF will own all software that will be utilized as part of this project.

4.9 Department's Responsibilities

1. Provide the successful proposer with a single point of contact (SPOC) for all contract related communications, day-to-day guidance, direction, and payment approvals.
2. Provide review and/or approval of all vendor-generated deliverables.
3. Assign a project manager(s) to assist the proposer who will be responsible for the identification, coordination and acquisition of ETF resources and other resources, as needed to ensure overall success.
4. Hold status meetings as determined by ETF's SPOC, throughout the term of this engagement. These meetings will involve all appropriate resources for the specific phase of the project.

CedarCrestone acknowledges ETF's responsibilities to include:

1. Provide CedarCrestone with a single point of contact (SPOC) for all contract related communications, day-to-day guidance, direction, and payment approvals.
2. Provide review and/or approval of all CedarCrestone-generated deliverables within the defined review period.



3. Assign a project manager(s), to assist CedarCrestone, who will be responsible for the identification, coordination and acquisition of ETF resources and other resources, as needed, to ensure overall success.
4. Hold status meetings as determined by ETF's SPOC, throughout the term of this engagement. These meetings will involve all appropriate resources for the specific phase of the project.

Additional ETF responsibilities, as enumerated in other sections of the proposal, include:

1. Providing CedarCrestone with documentation of all current-state business process information related to the scope of work.
2. Documenting future-state business processes.
3. Project Change Management and Communications activities.
4. Providing data extracts from source systems in a file layout structure and format as defined by CedarCrestone.
5. Defining User Acceptance Testing criteria and actively participating in the User Acceptance/Parallel Test cycle.
6. All solution Infrastructure and hardware installation and maintenance.
7. Making all configuration decisions, including defining the new chart of accounts, within the timeframe provided by CedarCrestone in order to maintain the project schedule.

4.10 Special Terms and Conditions

1. Fifteen percent (15%) will be withheld from the payment due upon acceptance of each milestone pending ETF's acceptance of the deliverables. Withheld amounts will be released upon a mutually agreed upon schedule of payments during contract negotiations.
2. For all deadlines stated in this RFP, or that may be negotiated in future, time is of the essence. ETF may cancel the contract upon 14 calendar days' notice to the vendor for any missed deadline that ETF determines to be due to the vendor's action or inaction. ETF's failure to exercise this option for any particular missed deadline does not constitute waiver of the cancellation grounds for any other missed deadline.
3. Key Personnel and Personnel Changes:
 - a) Proposer shall furnish ETF with names of all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.
 - b) Proposer may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The proposer shall provide a notice of proposed diversion or replacement to the SPOC 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 SPOC shall notify the proposer 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.
 - c) Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The proposer shall provide ETF with reasonable access to any staff diverted by the proposer.
 - d) Replacement of key personnel who terminate employment with the proposer 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. Such approval shall



not be unreasonably withheld. Failure of proposer to promptly replace key personnel within 30 calendar days after departure from proposer shall entitle ETF to terminate the agreement.

e) Any of the proposer's staff that ETF deems unacceptable shall be promptly and without delay removed by the proposer from the project and replaced by the proposer within thirty (30) calendar days by 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.

4. The proposer shall furnish ETF with semi-monthly status reports. These reports must be provided in writing to the SPOC. In addition to the semi-monthly written reports, it is anticipated there will be at least, bi-weekly face-to-face meetings to provide all interested ETF parties with updates. Additionally, from time-to-time, special reports (status, presentations, package vendor RFP related reports, etc.) will be required.

The Department wishes to make clear its intent to grant prospective vendors wide latitude in designing innovative and informative management reports, subject to ETF approval. Vendors should submit, in as complete a form as possible, examples of management reports which it has found to be of value to clients like ETF.

Management reports should address all areas typically of interest to vendor's clients such as ETF contracting for third-party services, including financial reporting, status on deliverables, issues, timeliness, staffing needs, identification of resources needed, etc.

CedarCrestone acknowledges and agrees with the ETF's Key Personnel and Personnel Changes.

Tab 5 – Assumptions and Exceptions:

All assumptions and exceptions must be included in this tab. Provide a succinct explanation for each item as well as a reference to the section of the proposal it relates to. Any assumption or exception made but not included in this Tab 5 will be invalid. 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 this section, they may not be discussed or considered during contract negotiations. When documenting assumptions and exceptions, clearly label each exception with one of the following labels:

RFP Assumption

Reference Section	Assumption/Exception	Explanation
4.9	ETF will be responsible for project Change Management and Communications activities.	In CedarCrestone’s experience, the most effective project Change Management and Communications programs are owned and managed by the client with the support of the implementation vendor for communication and change management details.
4.9	ETF will be responsible for providing documentation of all current-state business process information related to the scope of work.	Providing CedarCrestone with documentation on all current-state business process information, reduces time-to-value by enabling the project team to quickly prepare for IDP sessions in the context of ETF’s business activities.
4.9	ETF will be responsible for documenting future-state business processes.	This approach promotes ETF’s understanding and ownership of the new business processes sooner in the project life-cycle and supports that project Change Management and Communication programs that will also be ETF’s responsibilities.
4.9OSC	ETF will be responsible for all solution Infrastructure and hardware installation and maintenance	CedarCrestone is not proposing a specific hardware or database platform. ETF will choose supported hardware and database platforms that align with your technology plan and support capabilities.
4.9	ETF will make all configuration decisions, including defining the new chart of accounts, within the timeframe provided by CedarCrestone in order to maintain the project schedule.	The project has a fixed time component. All decisions need to be made within a fixed time period to support the project team’s ability to maintain the project schedule.



Reference Section	Assumption/Exception	Explanation
4.4.6	CedarCrestone will configure up to 25 queries	For the contract type requested by ETF, all work must have a defined scope.
4.4.6	CedarCrestone will modify up to 10 delivered reports and develop up to 10 new reports to meet ETF's specific formal reporting requirements.	For the contract type requested by ETF, all work must have a defined scope.
4.5.6	CedarCrestone will convert data into the PeopleSoft Financial system for up to 15 components.	For the contract type requested by ETF, all work must have a defined scope.
4.5.9	ETF will procure Oracle's UPK product for the creation and maintenance of Financial training materials.	UPK provide learning tools that support knowledge management better than traditional paper-based training manuals.
4.5.9	ETF Technical Staff maintain a current knowledge in the hardware and database platforms that will support the new FMIS and as such hardware and database training are not necessary as a part of this project.	CedarCrestone is not proposing a specific hardware or database platform. ETF will choose supported hardware and database platforms that align with your technology plan and support capabilities.

RFP Exception

Reference Section	Assumption/Exception	Explanation
1.1.12	Business Associate Agreement	CedarCrestone does not object to signing a Business Associate Agreement where required by law. While it is agreeable to any provision mandated by law, it would also want to clarify that its obligations regarding any remedies relate only to breaches caused by CedarCrestone and that the applicable remedies will, unless CedarCrestone expressly agrees otherwise in a given situation, include only those remedies required by applicable law.



Standard Term Exception

Reference Section	Assumption/Exception	Explanation
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.	CedarCrestone takes exception to and would delete this section for two reasons. First, it is not consistent with the sort of interactive services with joint obligations which CedarCrestone is proposing. Second, CedarCrestone could not agree to be responsible for unknown costs over which it would have no control.
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.	CedarCrestone does not take exception to this provision, other than to the extent that it would want to add: The contractor may assign its right to payment, as may be required by a banking or surety agreement.
Additional terms	CedarCrestone would add to the terms and conditions a standard limitation of liability clause (its standard clause excludes consequential damages and caps actual damages at fees paid) and a standard warranty disclaimer (clarifying that the express warranties in the contract are the sole warranties).	Standard provisions in CedarCrestone contracts.
3.2 of the Supplemental Terms and Conditions	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.	CedarCrestone does not understand the provision in section 3.2 regarding providing services for others; as a consulting company, it would need to have a clear understanding of the intent of that section prior to agreeing to it.

