State of Wisconsin

DOA-3261 (R08/2003)

s. 16.75, Wis. Statutes

|  |  |
| --- | --- |
| **PROPOSALS MUST BE SEALED AND ADDRESSED TO:**Department of Employee Trust FundsP.O. Box 7931Madison, WI 53707-7913 | Proposal envelope must be sealed and plainly marked in lower left corner with due date and **Request for Proposal ETE0015**. 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. Proposers 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.  |
| REQUESTS FOR PROPOSAL **ETE0015 – Staffing Services for Professional Positions** |
| THIS IS NOT AN ORDER | Proposals MUST be in this office no later thanMarch 8, 2016, 2:00 PM CST | Public Opening [ ]  |
| PROPOSER (Name and Address) | No Public Opening [x]  |
| Name (Contact for further information) Kristen Schipper |
| Phone (608) 261-0737 | Date February 9, 2016 |
| Quote Price and Delivery FOB Madison, WI |
| Description: Request for Proposals (RFP) for staffing services for professional positions to work at ETF. RFP ETE0015 amendments, questions and answers will be posted on the ETF website, <https://etfonline.wi.gov/etf/internet/RFP/rfp.html>, and will not be mailed. |
| Payment Terms:       | Delivery Time:       |
|  We claim minority proposer preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified. If you have questions concerning the certification process, contact the Minority Business Certification Program, 101 E Wilson St, 6th Floor, Madison, WI 53707; Tel: (608) 267-9550; Fax: (608) 267-0600;**DOABDMBD@Wisconsin.gov**. **Does Not Apply to Printing Bids**.  We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605. Wis. Stats. s. 16.754 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 UnknownIn 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 proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer 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 Firm Representative (Type or Print)      | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date | Federal Employer Identification No. | Social Security No. if Sole Proprietor (Voluntary) |
|       |       |       |

State of Wisconsin

Request for Proposals

**ETE0015 – Staffing Services for Professional Positions**

Issued by the State of Wisconsin Department of Employee Trust Funds

Release Date: February 9, 2016

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# Proposal Procedures and Requirements

## RFP Introduction

The purpose of this document is to provide interested and qualified parties with information to enable them to prepare and submit competitive proposals for staffing services for professional positions. ETF’s two buildings in Madison will be the main work-site.

Some requirements for a Position will be pre-defined; others will not. Each Position Request may call for a sub-set of the Position’s requirements, and/or ETF may include new requirements that are not currently listed under that Position. Proposers **must** be able to accommodate all of these possibilities and provide one rate for the Position on the Cost Proposal/Appendix F. Proposers may provide different rates for different Positions within a Job Category to reflect the skills, duties, and experience required for each Position.

Proposers need not provide coverage or pricing for *Other Positions as Needed* but are encouraged to do so. However, proposers **must** provide pricing for some other Job Category besides *Other Positions as Needed* to be considered for an award. The State of Wisconsin as represented by the Department of Employee Trust Funds (ETF) intends to use the results of this process to award one or more contracts. More than one award per Job Category is likely.

## RFP Information

ETF administers retirement, insurance and other benefit programs for state and local government employees and retirees of the Wisconsin Retirement System.

This section of the Request for Proposal (RFP) details the procedure the proposer must follow to submit a proposal.

This procurement is authorized under Chapter 16 of the Wisconsin State statutes.

### Procuring and Contracting Agency

This RFP is issued by ETF. ETF is the sole point of contact for the State in the selection process.

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.

|  |  |
| --- | --- |
| Private Delivery:Kristen SchipperDept. of Employee Trust Funds801 West Badger RoadMadison, WI 53713-2526 | U.S. Mail Delivery:Kristen SchipperDept. of Employee Trust FundsP.O. Box 7931Madison, WI 53707-7931 |
| Telephone: (608) 261-0737E-mail: ETFSMBProcurement@etf.wi.gov |

### Definitions

The following definitions are used throughout the RFP and apply to a word whether or not the first letter of the word is capitalized:

**Board** means the State of Wisconsin Employee Trust Funds Board and/or affiliated governing boards.

**Business Day** means each Calendar Day except Saturday, Sunday, and official State of Wisconsin holidays (see also: Calendar Day, Day).

**Calendar Day** refers to a period of twenty-four hours starting at midnight.

**Calendar of Events** means the schedule of events in RFP, Section 1.2.6.

**Candidate** means the person a Contractor presents to ETF to fill a Position in a Position Request.

**Category/Job Category** means the description, duties and skills, and all experience levels listed under each of these headings — Accountant, Benefits Specialist, Benefits Assistant, Benefits Program and Policy Analyst, Publications and Communications Specialist, Training Officer/Coordinator, Purchasing and Contracts Specialist, Auditor (Internal), Budget Analyst, and Other Positions as Needed. For example, the Job Category of Accountant is made of the description, duties and skills, and three experience levels listed under Accountant: Accountant – Entry, Accountant – Intermediate, and Accountant – Advanced.

**Confidential Information** means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 CFR 160.103; (iii) Proprietary Information; (iv) non-public information related to the State of Wisconsin’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (v) information expressly designated as confidential in writing by the State of Wisconsin; (vi) all information that is restricted or prohibited from disclosure by state or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis. Admin. Code § ETF 10.70(1) and 10.01(3m); (vii) any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. s. 19.36 (5), or material which can be kept confidential under the Wisconsin public records law, and identified on a Designation of Confidential and Proprietary Informa­tion form (DOA-3027). Prices cannot be held confidential.

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, the RFP and contractor’s Proposal, and all modifications hereto and thereto, and in addition shall contain such other terms and conditions as may be required by the State of Wisconsin.

**Contractor** means the proposer who is awarded the contract.

**Corrective Action Plan** means the plan a contractor must follow to remedy a breach of ETF’s Confidential Information.

**CST** means Central Standard Time.

**Day** means calendar day unless otherwise indicated.

**Department** means the State of Wisconsin Department of Employee Trust Funds.

**ETF** means the State of Wisconsin Department of Employee Trust Funds.

**Firm** means an entity submitting a proposal in response to this RFP.

**Lead Account Manager** means the proposer’s main point of contact with ETF who must have the authority to make binding managerial and technical decisions for the proposer.

**Mandatory** means the least possible threshold, functionality, degree, performance, etc. needed to meet the mandatory requirement.

**Maximum Bill Rate** means the maximum hourly rate the contractor may charge for a Position as provided on Appendix F, Cost Proposal as part of the proposal.

**Personally Identifiable Information** or **PII** means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**Position** means the description, duties and skills under a Job Category when combined with one of the experience levels in that Job Category. For example, Accountant – Entry is one Position. Accountant – Intermediate is another Position.

**Position Request** means the document ETF sends to contractors to solicit quotes and ask for resumes and other materials about candidates to fill a particular ETF need.

**Proposal** means the complete response of a Proposer submitted on the approved forms and setting forth the Proposer’s prices for providing the services described in the RFP.

**Proposer** means any individual, company, corporation, or other entity that responds to this RFP. Used interchangeably with “Vendor” and means a firm or individual submitting a proposal in response to this RFP.

**Protected Health Information** or **PHI** is health information protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR 160.103.

**RFP** means Request for Proposal.

**Services** means all work performed, and labor, actions, recommendations, plans, research, and documentation provided by the Contractor necessary to fulfill that which the Contractor is obligated to provide under the Contract.

**State** means State of Wisconsin.

**State Statutes** or **ss** or **Wisconsin Statutes** or **Wis. Stats.** means Wisconsin State statutes referenced in this document and/or the RFP, viewable at: <http://www.legis.state.wi.us/rsb/stats.html>.

**Subcontractor** means a person or company hired by the proposer to perform a specific task as part of this RFP.

**USPS** means United States Postal Service.

**Vendor** means a person or company that sells goods or provides services. Used interchangeably with “Proposer” and means a firm or individual submitting a proposal in response to this RFP.

**Worker** means a candidate who ETF selected to fill a Position in a Position Request who has begun working on-site at ETF.

**WRS** means the Wisconsin Retirement System.

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

### Clarification of the Specifications and Requirements

Any questions concerning this RFP must be submitted via e-mail to ETFSMBProcurement@etf.wi.gov on or before the date identified in Section 1.2.6, to the individual identified in Section 1.2.1. Prospective proposers are expected to raise any questions they have concerning the RFP at this point in the process. Questions are to be submitted as an MS Word document using the format specified below:

Table 1 Format for Submission of Clarification Questions

|  |  |  |  |
| --- | --- | --- | --- |
| No. | RFP Section | RFP Page | Question |
| Q1 |  |  |  |
| A1 |  |  |  |
| Q2 |  |  |  |
| A2 |  |  |  |

All questions must include the name of the company and the person submitting the question(s). The RFP number and title must be referenced in the e-mail’s subject line. A compilation of all questions and answers, along with any RFP updates, will be posted to the ETF Extranet (see below) no later than the date indicated in Section 1.2.6.

If a prospective proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the individual identified in Section 1.2.1 of such error and request modification or clarification of this RFP document.

In the event that it becomes necessary to update any part of this RFP, updates will be published on ETF’s Extranet at <https://etfonline.wi.gov/etf/internet/RFP/rfp.html> , which is part of ETF’s website, and will not be mailed. Electronic versions of the RFP and all appendices and exhibits are available on ETF’s Extranet.

### Prospective Proposer’s Conference

A prospective proposer’s conference may be held. The conference is an opportunity to ask questions. All entities who intend to respond to this RFP are encouraged to attend either in person or via a telephone conference call, should the conference occur. Representatives will be limited to two per prospective proposer. If ETF decides to hold the conference, a notice will be posted on <https://etfonline.wi.gov/etf/internet/RFP/rfp.html>. NOTE: Unless this notice is posted, no conference will be held.

Written or e-mailed questions submitted by the question deadline may be addressed at the conference, should one occur. Only written responses will bind ETF. Responses to all questions submitted by the question deadline will be posted to <https://etfonline.wi.gov/etf/internet/RFP/rfp.html>.

### 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 prospective proposer’s conference, contact the individual identified in 1.2.1*.*

### Calendar of Events

Listed below are the important dates by which actions related to this RFP must be completed. In the event ETF 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 1.2.3. No other formal notification will be issued. **All dates are estimated *except the RFP proposal due date and time*.**

Table 2 Calendar of Events

|  |  |
| --- | --- |
| Date | Event |
| February 9, 2016 | ETF Issues RFP |
| February 15, 2016 | Proposer Questions and Letter of Intent Due |
| February 17, 2016 | ETF Posts Answers to Questions on ETF Extranet |
| **\*March 8, 2016 2 P.M. CST** | **Proposals Due** |
| April 5, 2016 | ETF Notifies Proposers of Intent to Award Contract |
| April 25, 2016 | Contract start date |

### Letter of Intent

A letter of intent indicating that a prospective proposer intends to submit a response should be submitted to ETF by the date indicated in Section 1.2.6. 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 e-mail to the address in Section 1.2.1. The RFP number and title must be referenced in this e-mail. The letter of intent does not obligate the proposer to submit a proposal.

### Contract Term

The contract will begin on April 25, 2016 - estimated. The contract period will be for a three (3)-year initial term, plus two (2) one (1)-year optional renewals to be agreed upon by mutual written consent. Proposers must provide pricing on the Cost Proposal/Appendix F for the entire length of the contract, including any optional renewals. There will be no price increases for the length of the contract, including contract renewals, except for negotiated adjustments to a particular candidate’s or worker’s hourly rate, with the rate bid on the Cost Proposal as the ceiling, the Maximum Bill Rate, for any such adjustment.

ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position, or into the *Other Positions as Needed* Category. For example, a move from Accountant-Entry to Accountant-Advanced, may effectively provide an increase in the hourly rate. But the Maximum Bill Rate on the Cost Proposal for the Accountant-Advanced is the ceiling for any such adjustments. ETF could also move the candidate or worker into *Other Positions as Needed* and apply the Entry, Intermediate, or Advanced Maximum Bill Rate(s). The same logic applies for all Positions and Categories.

### Due Diligence and Errors/Omissions Coverage

The selected proposer(s) shall exercise due diligence in providing services under any contract awarded. To protect ETF’s governing boards and any ETF employee against liability, cost, or expenses (including reasonable attorney fees) which may be incurred or sustained as a result of proposer errors or other failure to comply with the terms of the awarded contract, the selected proposer(s) shall maintain errors and omissions insurance in an amount acceptable to ETF in force during the contract period and shall furnish ETF with a certificate of insurance for such amount. Further, this certificate shall designate the State of Wisconsin Employee Trust Funds Board and its affiliated boards as additional insured parties.

**Any exceptions to this requirement must be stated in writing and included in the proposal submitted in Tab 4.**

### Criminal Background Verification

ETF follows the provisions in the Wisconsin Human Resources Handbook Chapter 246, Securing Applicant Background Checks (see <http://oser.state.wi.us/docview.asp?docid=6658>). ETF will perform background checks that, at a minimum, adhere to these 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. All contractor personnel must cooperate with these background checks and provide ETF the necessary information to complete them.

### VendorNet Registration

The State of Wisconsin’s purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the State. Anyone may access VendorNet on the Internet at http://vendornet.state.wi.us to get information on State purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Vendors may use the same Web site address for inclusion on the proposers list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for proposal in the vendor’s designated commodity/service area(s) with an estimated value over $50,000. Increasingly, State agencies also are using VendorNet to post simplified bids valued at $50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

###  Business Associate Agreement

A Business Associate Agreement (Appendix G) must be entered into between the proposer and ETF at the time a contract is issued and is part of the contract. There will be no separate signature or acknowledgment of the Business Associate Agreement. It is the intention of the agreement to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning HIPAA’s Privacy and Security Rules on the confidentiality of Protected Health Information.

## Preparing and Submitting a Proposal

### General Instructions

The evaluation and selection of a prospective contractor will be based on the information submitted in their proposal, references (if checked), oral presentations (if requested), and responses to requests for additional information or clarification (if requested).

**Failure to respond to each of the requirements in Section 2 and Section 3 or provide any other requested information may be the basis for rejecting a proposal.** Each response must include the RFP section number or appendix letter when providing narratives required by the RFP.

Elaborate proposals (e.g., expensive artwork), unreasonably long, or verbose proposals beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired.

### Incurring Costs

The State of Wisconsin and ETF are not liable for any costs incurred by prospective proposers in replying to this RFP, providing any information ETF requires, or making requested oral presentations.

### Submitting the Proposal

**Proposers must submit one (1) original (marked “Original”) and five (5) complete paper copies of the proposal to the address listed in 1.2.1 by the deadline listed in 1.2.6.**

**Two (2) complete un-locked and non-password protected electronic copies (i.e., MS Word) of the proposal must also be provided on two (2) flash drives, one (1) copy of the proposal on each flash drive. The flash drives must be labeled on the outside with the proposer’s name.**

**In addition, two electronic copies with all confidential material redacted must be provided on two (2) flash drives and marked as “Redacted for Confidentiality” per Appendix C, one copy of the proposal on each flash drive. The flash drives must be labeled on the outside with the proposer’s name.**

The electronic copies of the proposal must be in MS-Word format and must be **one single document** (except for the cost proposal, as identified in Appendix F).

The proposal in all forms, paper and electronic, must follow the format indicated in Appendix A. This means proposers must insert pages in the electronic proposal that say “Tab 1,” “Tab 2,” etc. This is so a search on “Tab 1” will bring up the page where Tab 1 starts.

Proposals submitted via fax or e-mail 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 proposal must be packaged, sealed and show the following information on the outside of the package:

* “[Proposer's Name and Address].”
* Title: “[RFP #] – [RFP Title]"
* Proposal Due Date: **March 8, 2016 2 P.M. CST.**

**An original plus two (2) copies of the cost proposal must be sealed and submitted as a separate part of the proposal.** 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: “[RFP #] – [RFP Title]"
* Proposal Due Date: **March 8, 2016 2 P.M. CST**.

Proposals must be typed and submitted on 8.5 by 11-inch paper and bound securely.

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.

|  |  |
| --- | --- |
| Front Cover | Include at a minimum the following information:* Proposer's Business Name
* Title:

*Proposal Response for ETE0015 – Staffing Services for Professional Positions** Proposal Date
 |
| TAB 1 | Table of Contents. Provide a table of contents for the Proposal. |
| TAB 2 | Complete & provide the following in the following order:* CHECKLIST: Complete the Proposer’s Checklist provided as Appendix A to this RFP, and include it with your response.
* DOA 3261: Complete and sign DOA 3261 (the first page in this RFP document) and include it with your response.
* TRANSMITTAL LETTER: A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the proposer’s official business stationery and signed by an official that is authorized to legally bind the proposer. Include in the letter:
	+ Name, signature and title of Proposer’s authorized representative.
	+ Name and address of Firm.
	+ Telephone number, fax number, and e-mail address of representative.
	+ Title and RFP number: [RFP #] – [RFP Title]
	+ Executive Summary.
	+ A statement that the proposal is a firm and irrevocable offer for six (6) months after the proposal due date.
* APPENDIX B: Complete the mandatory requirements form (regarding items listed in 2.1).
* APPENDIX C: Designation of Confidential & Proprietary Information (DOA-3027). Complete form and sign.
* APPENDIX D: Standard Terms & Conditions (DOA-3054) & Supplemental Standard Terms and Conditions (DOA-3681). **Including this signifies the proposer agrees to these terms as stated unless assumptions and exceptions are spelled out in Tab 4.**
* APPENDIX E: Vendor Information (DOA-3477) & Vendor References (DOA-3478). See 2.1.7 for requirements and terms related to references.
 |
| TAB 3 | Response to Sections 2.2 & 3Provide a point-by-point response to each and every statement in Sections 2.2 & responses where called for in Section 3. The response must follow the same numbering system, use the same headings, and address each point or sub-point. Proposers should re-state each requirement immediately preceding the response to that requirement and distinguish the requirement from the proposer’s response clearly. For example, box off the requirement and leave the response without a box:   **The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number**. *Response.* Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your proposal being rejected. |
| TAB 4 | Assumptions & Exceptions All assumptions and exceptions must be included in this tab and will be scored. Scoring will be based on the assumption or exception’s legal impact on ETF. Provide a succinct explanation for each item as well as a reference to the section of the proposal to which it relates. **Any assumption or exception made but not included in this Tab 4 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 terms and conditions are not presented in this section, the exception will not be discussed or considered during contract negotiations**. When documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state your assumption or exception to the term or condition with one of the following labels:* RFP Assumption
* RFP Exception
* Standard Terms & Conditions Exception
 |

**SEALED COST PROPOSAL: Cost Proposal located in Appendix F. Failure to provide a sealed cost proposal using the exact form provided in Appendix F may result in your proposal being disqualified and rejected**. **No mention of the cost proposal may be made in any other part of the response to this RFP.** There will be no price increases for the length of the contract, including contract renewals, except for negotiated adjustments to a particular candidate or worker’s hourly rate. See 1.2.8 for details. **Any exception to this requirement must be stated on the cost proposal.** If the proposer proposes additional services beyond those described in this RFP, such services should be outlined and separately priced in the sealed cost proposal.

### Multiple Proposals

Multiple proposals for the same RFP from one company are not permissible.

### Contacting References and Conducting Site Visits

By submitting a proposal in response to these RFPs, the proposer grants rights to ETF to contact or arrange a visit with any or all of the proposer’s clients and/or references.

## Proposal Review and Award Process

### 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 this document may result in rejection of the proposal.

### Proposal Scoring

Proposals that pass the preliminary evaluation will be reviewed by an evaluation committee and scored against stated criteria. The committee may review written proposals, references (if checked), additional clarifications (if requested), oral presentations (if required), potentially site visits and other information to score proposals.

ETF may request reports on a proposer’s financial stability, and if financial stability is not substantiated, may reject that proposal.

ETF may request demonstrations of the proposed products(s) and/or service(s), and review results of past awards to the proposer by the State of Wisconsin.

The evaluation committee's scoring will be tabulated and proposals will be ranked based on the numerical scores received. The committee will recommend the highest scoring proposer(s) for award, and the agency will pursue a contract with that/those proposer(s).

### Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the proposer to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Proposals will be scored using the following criteria:

Fifteen percent (15%) on cost and eighty-five percent (85%) on the merits of the proposal and qualifications of the proposer.

### Oral Presentations

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

Selected finalist(s) may be required to make an oral presentation. These presentations must be performed by the Lead Account Manager that will be providing services under this contract. Other key staff that will be assigned to this contract must also be available at these presentations.

### Right to Reject Proposals and Negotiate Contract Terms

This RFP does not commit ETF to awarding one or multiple contracts, or pay any cost incurred in the preparation of a proposal in response to this RFP. ETF retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal deemed to be in ETF’s best interest. ETF shall be the sole judge as to compliance with the instructions contained in this RFP.

ETF may negotiate the terms of the contract, including the award amount and the contract length, with the selected proposer(s) prior to entering into a contract. ETF reserves the right to add contract terms and conditions to the contract during contract negotiations.

### Contract Award

The contract(s) may be awarded to the proposers whose proposal(s) receive the highest score, up to three (3) awards per Job Category. ETF 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), ETF may negotiate a contract with the next highest scoring proposer(s). ETF reserves the right to send Position Requests to a sub-set of the awarded contractors for the Job Category and to choose which contractors will receive any given Position Request. ETF reserves the right to send Position Requests for *Other Positions as Needed* to a sub-set of the awarded contractors who agreed to cover *Other Positions as Needed* and to choose which contractors will receive any given Position Request.

### Notice of Intent to Award

All proposers will be notified of ETF’s intent to award the contract.

### Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible, including to which RFP the protest relates, and must identify Wisconsin Statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

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

Robert J. Conlin, Secretary

Department of Employee Trust Funds

P.O. Box 7931

Madison, WI 53703-7931

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

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

# Proposer Qualifications and Terms

The proposer’s services must be able to be performed according to the requirements contained in this RFP. All resources necessary are to be provided by the proposer and included on the Cost Proposal (Appendix F).

The proposer must provide sufficient detail for ETF to understand how the proposer will comply with each requirement.

## Mandatory Certifications and Requirements

The following requirements are mandatory and must be met by any proposer. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. A response to each item via Appendix B ***is*** a mandatory requirement. If you cannot agree to each item listed, you must so specify along with the reason in Proposal Tab 4 – Assumptions and Exceptions – of your proposal response.

### No Conflict of Interest

The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.

### Followed RFP Instructions

The firm adhered to the instructions in this RFP on preparing and submitting the proposal.

### Not Suspended or Debarred

The firm has not been suspended or debarred from performing government work.

### No Disciplinary Action

The firm has not been the subject of any disciplinary action or inquiry by any regulatory authority during the past five (5) calendar years. This includes the business as a whole, but also any individuals associated with it, including hired staff, contractors, and individuals the business would refer to ETF to staff ETF’s positions.

### Bankruptcy Certification

The firm has not been in bankruptcy and/or receivership within the last five calendar years.

### Recent Litigation

During the past five years, the firm has not been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct.

### References

Using the Reference Sheet in Appendix E, the firm provided at least three references. To fulfill this mandatory requirement, the references must also be responsive to ETF’s inquiries. Proposers may be scored lower or disqualified from further scoring if references do not respond to ETF’s requests for information about the proposer. It is the responsibility of the proposer to ensure reference names, addresses, telephone numbers, and e-mail addresses are current.

Each reference must identify the entity for which the proposer provided similar services. References must be able to confirm the proposer has been in the business of providing staffing services for a minimum of three (3) years. At least one (1) reference from a government entity is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of any references will be used in scoring proposals.

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

The proposer must provide details of their experience providing professional services to the reference.

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

### Business Associate Agreement

The Proposer agrees to the terms in ETF’s Business Associate Agreement in Appendix G.

### Replacement of Personnel

Replacement of personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications.

### Unacceptable Personnel

Any of the contractor’s staff that ETF deems unacceptable, whether working on-site at ETF, at the contractor’s site, or elsewhere, shall be promptly and without delay removed by the contractor and replaced by the contractor with another employee possessing acceptable experience and skills. ETF is not responsible for performance evaluation for contractor’s staff, but contractor must have a policy in place to provide annual performance evaluations for all of contractor’s staff working at ETF on-site. The policy must include gathering feedback from ETF about contractor’s staff working on-site at ETF.

### ETF’s Right to Approve Staff

ETF shall have the right to conduct separate interviews of proposed replacements for personnel and review resumes and references. ETF shall have the right to approve, in writing, the replacement of personnel. This includes the personnel supporting ETF’s account at the contractor’s location or elsewhere and staff provided to work on-site at ETF.

### Notice of Personnel Leaving

Should any of the contractor’s personnel leave before they complete required duties or the engagement end-date, contractor will provide a written notice ten (10) working days in advance to ETF. Contractor will also provide ETF the first three (3) weeks of service at no cost so that ETF can train the replacement for any engagement originally planned to be six (6) months or longer. ETF will indicate to the contractor the number of free weeks up to three (3) that ETF requires on ETF’s purchase order for the replacement staff.

### Lead Account Manager Standard

Each lead account manager must have the authority to make binding managerial and operational decisions.

### Candidate Credentials

Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with photo ID like a passport or driver’s license for any of the contractor’s staff working at ETF on-site. Contractor must furnish a passport and/or driver’s license for a candidate as soon as ETF declares an intent to fill the position with that candidate. A photocopy may stand in until the candidate is able to present these security credentials to ETF in person.

### Cooperation with Other ETF Contractors

Contractor’s personnel must reasonably cooperate with ETF’s other contractors and not commit any act that interferes with the performance of work or provision of services by any other ETF contractor.

### Unauthorized Acts & Omissions

The contractor’s personnel must not take any action, or make any omission, that implies or causes others to reasonably infer they are ETF’s agent or employee in any matter or in any way not expressly authorized by ETF.

### Travel & Parking

The contractor’s personnel are responsible to travel to and from ETF. Cost of any travel required and approved by ETF outside of ETF’s main location(s) will be borne by ETF. Approved expenses will be paid at current State of Wisconsin rates. All receipts must be provided for all transactions of any dollar amount. If parking is available and provided at an ETF work-site, contractors must pay for their worker to park through a hold-back from what the contractor would otherwise bill for the worker. However, there should be no parking hold-back if parking is not currently available.

### Work Site Rules

Contractor’s personnel must comply with all rules and regulations of each ETF work site. Contractor’s staff must acknowledge in writing on an ETF form that they have read all applicable rules and agree to comply. Contractor’s personnel must also sign the confidentiality agreement in Appendix H.

### Position Request

Contractor’s personnel must perform the tasks and deliver the products identified in ETF’s Position Request.

### Qualified Candidates

Contractor must deliver and assign qualified candidates to work at ETF.

### Correcting Prior Candidate’s Errors

Contractor must provide a candidate free-of-charge to correct any prior candidates’ errors in work product for a period of twelve (12) months after ETF pays for the work. Such corrections must commence within forty-eight (48) hours after ETF gives the contractor written notice of an error, and continue until ETF confirms the error is corrected. If ETF has not paid for the work when ETF discovers the error, ETF may withhold payment for outstanding invoices until the errors are corrected or dispute the invoice and not pay rather than seek free services to correct the error.

### No Work Done Without a Purchase Order

Contractor must agree not to allow a candidate to start work at ETF without a signed purchase order from ETF that refers to that candidate and their rate of pay.

### Maximum Bill Rate - Ceiling

The contractor agrees to respond to any Position Request with bill rates at or below the Maximum Bill Rate the contractor provided on the Cost Proposal (Appendix F) for the Position. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate. All hours, including over-time, shall be billed at one rate that is at or below the Maximum Bill Rate provided on the Cost Proposal (Appendix F) for the Position.

ETF reserves the right to negotiate hourly rate increases for particular candidates and workers, but the increases will not exceed the Maximum Bill Rate. If new skills and duties are added to a Position, the Maximum Bill Rate provided on the Cost Proposal for that Position still applies. ETF reserves the right to add new skills and duties to any Position and Position Request rather than use the *Other Positions as Needed* Maximum Bill Rate(s).

ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position, or into the *Other Positions as Needed* Category. For example, a move from Accountant-Entry to Accountant-Advanced, may effectively provide an increase in the hourly rate. But the Maximum Bill Rate on the Cost Proposal for the Accountant-Advanced is the ceiling for any such adjustments. ETF could also move the candidate or worker into *Other Positions as Needed* and apply the Entry, Intermediate, or Advanced Maximum Bill Rate(s). The same logic applies for all Positions and Categories.

### Notice of Margin

Contractor shall be required to provide the individual’s pay rate as well as the mark-up percentage that the contractor adds to the pay rate at ETF’s request. The pay rate and mark-up percentage is confidential information and would not be shared in any open records request. However, any information on the Cost Proposal (Appendix F) is not confidential and is subject to an open records request.

### Training

If the contractor’s staff located at ETF requests additional training other than training that ETF requires, or additional training is required due to absences or low performance, contractor must bear the training cost. Contractor may **not** charge an hourly rate for that worker during this training. On a case-by-case basis, ETF may pay the total cost of training and/or contractor may charge the hourly rate, with ETF’s prior written approval.

## Business Profile & Experience

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 1.3.

1. The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number.
2. A general description of the proposer, including size, number of employees, number of offices and locations, primary business (e.g. consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.), and other descriptive material. Describe what you believe are your firm’s strengths regarding client service; what distinguishes your firm from your competitors? Highlight any acquisitions, and/or mergers or other material developments (changes in ownership, personnel, business, etc.) pending now or that occurred in the past five years at your firm. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three years after the contract start date.
3. It is the expectation that there would be a Lead Account Manager in charge of all programs assigned at all times, in addition to other personnel. Identify the Lead Account Manager available for these programs. Identify a second account manager who is available for working with the Lead Account Manager. Provide at least two (2) specific examples for each of the criteria below for each Account Manager:
4. Excellent customer service and client relationship management skills.
5. Ability to solve problems, and understand and effectively resolve any financial matters.
6. Attention to detail and follow up on any unresolved issues.
7. Meets deadlines.
8. Information regarding the professional and experience qualifications of all administrative staff who will perform work for this specific contract besides the Lead Account Manager and backup. This includes anyone who will be involved with processing the contractor’s payroll, billing ETF, or handling payments from ETF.
9. Information regarding how the staffing company selects personnel to place at ETF. Specifically, describe the company policy to verify the competency of candidates being presented to work at ETF. Please provide an example of the following assessment tools, if the proposer will use them during the process of helping ETF select a candidate to fill a position.
	* + - 1. Resume
				2. Reference check reports the proposer writes
				3. Reference check contact information (so that ETF can contact references also at ETF’s discretion)
				4. Technical skills evaluation reports
				5. Recruiters’ reports on the candidate
				6. Lead Account Manager’s candidate evaluation
				7. Personality or behavioral style assessments
				8. Other useful assessment tools.
10. A description of how any turnover on contractor’s personnel working at ETF would be handled.
11. Provide a written response that reflects your understanding of the job descriptions in Section 3. Detail your firm’s experience in providing the positions or similar positions and how that experience is relevant. The response should provide evidence of the proposer’s ability to supply personnel with the skills, abilities, and knowledge required to perform the duties and responsibilities as described.
12. Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm. ETF reserves the right to disqualify any proposer if their response will impede their ability to work for ETF.
13. Provide a narrative describing the relationship between staffing the positions in Section 3 and the firm's other contracts, and how the other contracts will not limit the ability to perform this contract. Note any other contracts with another government agency. Note if the proposer is willing to extend the same pricing and terms to another government agency besides ETF.
14. Describe if the proposer had a contract terminated or canceled prematurely for any reason during the past five years. Describe all such incidents, including why the contract was terminated, and the other party’s name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the proposal if the facts indicate that completion of a contract resulting from the RFP may be jeopardized by selection of the proposer. If no such terminations or cancellations have been experienced in the past five years, the proposer must so state.
15. Describe your organization’s quality control procedures for keeping complete and accurate records, documenting business processes, checking for errors, and reviewing processes for effectiveness and opportunities to improve. Describe how your quality control processes would be applied to each stage of this project.
16. Describe how your organization will protect ETF and ETF member confidentiality and comply with HIPAA data security and privacy requirements. Note that ETF takes the security and privacy of member data very seriously. Should a contractor fail to properly protect confidential information, any cost ETF pays to mitigate the data breach will be subtracted from the total contract price, in addition to other possible legal action. The contractor is responsible for taking timely action and must absorb the cost of mitigating the damages to affected members and ETF. The selected proposer(s) will be required to sign ETF’s Business Associate Agreement (Appendix G) and must agree to do so per 2.1.8. Candidates on Position Requests must agree to Appendix H and the terms of 2.1.18.
17. ETF may require that the contractor meet certain performance measures to continue as an awarded contractor.

Performance Standards and Guarantees (PS&G) may be negotiated during contract negotiations and become part of the contract. Penalties may also be negotiated and established. Penalties may be assessed for any PS&G not met.

List any performance measurements your organization currently uses and specify how these measurements are derived and would be applied to the contract with ETF.

# STAFFING Services – Job CATEGORIES and POSition Descriptions

Proposers must list all of the Job Categories proposers are going to cover as well as provide a Maximum Bill Rate for each of the Positions covered on the Cost Proposal/Appendix F. Proposer must confirm Proposer will provide staffing for at least one full Category – Example: Accountant – Entry, Intermediate, and Advanced. Proposers must cover the *entire* Job Category if agreeing to cover any Position within it. For example, covering the Accountant – Entry *but not* the Accountant – Intermediate is not allowed. It is acceptable to cover and provide a price for the Budget Analyst – Advanced and nothing else, because that is the only Position in the Job Category.

Proposers may provide different rates for different Positions within a Job Category to reflect the skills, duties, and experience required for each Position. For example, ETF would expect a proposer to provide a different Maximum Bill Rate for the Accountant – Entry vs. the Accountant – Intermediate.

Proposers need not provide coverage or pricing for *Other Positions as Needed* but are encouraged to do so. Covering *Other Positions as Needed* is preferred. If a proposer is covering *Other Positions as Needed*, the proposer **must** provide pricing for that Category on the Cost Proposal/Appendix F. Proposers **must** provide pricing for some other Category besides *Other Positions as Needed* to be considered for an award.

Note that each Position Request will lay out the requirements within the Position that specifically apply to that Position Request. Each Position Request may call for a sub-set of the Position’s requirements, and/or ETF may include new requirements that are not currently listed under that Position. Proposers **must** be able to accommodate all of these possibilities and provide one price for the Position on the Cost Proposal/Appendix F.

Whether or not proposers are going to cover *Other Positions as Needed*, proposers must confirm they will allow Position Requests to call for requirements that are not listed in the Position currently – for *all* Job Categories proposers *are* covering.

## Category: Accountant

### Description:

* + - * 1. Each of the accounting positions listed below performs professional accounting duties requiring the knowledge and application of accounting theories and principles. The nature and complexity of these duties will be commensurate with the job level.
				2. Possible duties and skills required for accounting positions are listed below. The required duties for a particular position may vary and may not be limited to those listed.

### Duties/Skills:

* + - * 1. Assist in the maintenance or analysis of financial records.
				2. Interpret and analyze financial data.
				3. Design, test, implement and maintain automated and/or manual financial systems.
				4. Establish and maintain financial journals, accounts, ledgers and records within an automated financial system.
				5. Allocate revenues and expenses among funds.
				6. Reconcile accounts on a periodic basis to other accounting systems and reviewing other staff output.
				7. Prepare financial statements, reports or other financial documents.
				8. Maintain and reconcile fixed assets or inventory records.
				9. Skill in applying Generally Accepted Accounting Principles (GAAP).
				10. Prepare schedules, tables, graphs and other exhibits for interim and final audit reports.
				11. Advise management on methods to improve accounting or other operational procedures.
				12. Communicate fiscal issues effectively with division/program staff.
				13. Develop ad hoc fiscal reports to meet user needs.
				14. Knowledge in governmental and fund accounting.
				15. Analysis and reconciliation skills.
				16. Knowledge of PC-based spreadsheet and database applications and word processing software.
				17. Knowledge of accounting or ERP systems, preferably PeopleSoft.
				18. Problem solving techniques.
				19. Good written and oral communication skills.

### Accountant – Entry – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting from an accredited college or university.
				2. No job experience is required. Work experience for an organization similar to ETF – government, employee benefit administration, insurance, etc. is preferred.
				3. Candidates must have a solid understanding of accounting principles and experience or training in a majority of the duties listed above.

### Accountant – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting from an accredited college or university.
				2. Job experience ranging from one (1) to four (4) years. Work experience for an organization similar to ETF – government, employee benefit administration, insurance, etc. is preferred.
				3. Candidates must have a deep understanding of accounting principles and experience or training in most of the duties listed above.

### Accountant – Advanced – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting from an accredited college or university, with a Master’s degree and/or CPA certification preferred.
				2. Job experience of at least five years. Work experience for an organization similar to ETF – government (may be required), employee benefit administration, insurance, etc. is preferred.
				3. Candidates must have an expert-level understanding and extensive experience in one or more accounting areas and a solid understanding and experience in all the other duties listed above.

## Category: Benefits Specialist

### Description:

* + - * 1. Professional positions that communicate retirement and or insurance benefit information orally, in writing, and in person to respond to requests from members and their representatives, dependents, beneficiaries, third-party administrators, and/or employers. Positions may function as: (1) disability specialists who work with disability retirement cases; (2) benefit specialists who provide face-to face retirement planning sessions, pension calculations, and resolve complex cases; (3) call center or member support specialists who focus on responding to telephone calls and e-mail; (4) employer or third party administrator services specialists who assist with benefit administration problems, resolving payment issues, and computer system usage; and (5) outreach specialists who provide group retirement sessions, webinars, and presentations. The majority of time is spent communicating benefit information face-to-face, via telephone or via written communications.
				2. Time may also be spent doing special project work.

### Duties/Skills:

* + - * 1. Analyze records to determine eligibility for benefits.
				2. Ability to understand and communicate complex information.
				3. Calculate estimated and final benefit amounts.
				4. Provide complex and detailed benefit information.
				5. Effectively communicating benefit options.
				6. Effective customer service techniques.
				7. Research, interpret and apply relevant WI Statutes, Admin Code, and Department policies and procedures that pertain to ETF-administered programs.
				8. Participate and provide input regarding benefit policy and administrative rules.
				9. Obtain relevant information without disclosing confidential information.
				10. Apply state and federal tax laws and regulations pertaining to available benefits.
				11. Ability to interact positively with a variety of persons at different levels within and outside the organization.
				12. Ability to use complex and sophisticated personal computer based software systems (e.g., Microsoft Windows applications such as Word, Excel, Access, etc.)
				13. Ability to use complex case management, customer relationship management, and benefit processing software.
				14. Excellent written, oral and interpersonal skills required.
				15. Good phone presence.
				16. Must develop in-depth knowledge of the Wisconsin Statutes and Administrative Codes relating to the benefits administered by Employee Trust Funds.

### Benefits Specialist – Entry – Additional Requirements, Education, Experience

* + - * 1. Strongly prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience providing customer services in excess of four (4) years.
				3. Experience working for an organization similar to ETF in excess of four (4) years – employee benefit administration or insurance experience – is preferred.

### Benefits Specialist – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Strongly prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience providing customer services in excess of five (5) years.
				3. Experience working for an organization similar to ETF in excess of five (5) years – employee benefit administration or insurance experience – is preferred.

### Benefits Specialist – Advanced – Additional Requirements, Education, Experience

* + - * 1. Strongly prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience providing customer services in excess of six (6) years.
				3. Job experience in excess of six (6) years working for an organization similar to ETF – employee benefit administration or insurance experience – is preferred.
				4. Experience in disability benefits, public speaking, training, or lead work is highly desired.

## Category: Benefits Assistant

### Description:

* + - * 1. Para-professional positions located at the Department of Employee Trust Funds that spend the majority of their time analyzing, reviewing, and processing records and forms to determine benefit eligibility under statutory provisions and computing and determining benefit payments.

### Duties/Skills:

* + - * 1. Analyze records to determine eligibility for benefits.
				2. Calculate complex retirement benefit computations.
				3. Resolve complex retirement coverage or earnings issues.
				4. Process retirement and insurance applications.
				5. Review beneficiary designations.
				6. Research, interpret and apply relevant WI Statutes, Admin Code, and Department policies and procedures that pertain to ETF-administered programs.
				7. Ability to use complex and sophisticated personal computer based software systems (e.g., Microsoft Windows applications such as Word, Excel, Access, etc.)
				8. Ability to use complex case management, customer relationship management, and benefit processing software.
				9. Good written, oral and interpersonal skills required.
				10. Skill and ability to perform complex mathematical calculations.

### Benefits Assistant – Entry – Additional Requirements, Education, Experience

* + - * 1. Prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience in working for an organization similar to ETF – employee benefit administration experience is preferred, alternatively experience in insurance is preferred.
				3. Customer service training or experience is highly desired.

### Benefits Assistant – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience of at least one (1) year in working for an organization similar to ETF – employee benefit administration experience is preferred, alternatively experience in insurance is preferred.
				3. Customer service training or experience is highly desired.

### Benefits Assistant – Advanced – Additional Requirements, Education, Experience

* + - * 1. Prefer Bachelor's degree in Policy/Business or related field from an accredited college or university.
				2. Job experience of at least two (2) years in working for an organization similar to ETF – employee benefit administration experience is preferred, alternatively experience in insurance is preferred.
				3. Customer service training or experience is highly desired.

## Category: Benefits Program and Policy Analyst

### Description:

* + - * 1. Professional positions that, for a majority of the time, function as (1) a principal policy advisor to management on issues related to public employee benefit plan(s) or (2) an advocate for participants, assuring quality of service and resolving participants’ complaints. This involves research and analyzing policy issues for the retirement and insurance programs administered by the Department of Employee Trust Funds (ETF).

### Duties/Skills:

* + - * 1. Research and analyze policy issues.
				2. Recommend policy changes on retirement and/or insurance programs.
				3. Assure compliance with related laws.
				4. Coordinate the implementation of new programs or legislation.
				5. Provide cost/benefit analysis.
				6. Assist with drafting recommended changes to administrative codes and or Statutes.
				7. Assist with drafting and/or revising informational materials/brochures.
				8. Function as an advocate who communicates with participants concerning escalated benefit issues and concerns, and follows up with others areas of ETF, third-party administrators, insurance plans, and others on behalf of the participant to seek a solution.
				9. Effective customer service techniques.
				10. Excellent written, oral and interpersonal skills.
				11. Excellent research and analytical skills to interpret and apply relevant WI Statutes, Admin Code, and Department policies and procedures that pertain to ETF-administered programs.
				12. Skill in the uses and applications of Microsoft Office software programs, including Outlook, Word, Excel, and PowerPoint and information systems.
				13. Skill in obtaining relevant information without disclosing confidential information.

### Benefits Program and Policy Analyst – Entry – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business/Policy or related field strongly preferred.
				2. Job experience in employee benefits administration, insurance, or social services.
				3. Research and analytical experience related to benefits.

### Benefits Program and Policy Analyst – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business/Policy or related field strongly preferred.
				2. Job experience of at least one (1) year in employee benefits administration, insurance, or social services.
				3. Research and analytical experience related to benefits.

### Benefits Program and Policy Analyst – Advanced – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business/Policy or related field strongly preferred.
				2. Job experience of at least two (2) years in employee benefits administration, insurance, or social services.
				3. Research and analytical experience related to benefits.

## Category: Publications and Communications Specialist

### Description:

* + - * 1. Professional positions that coordinate the development and production of print and electronic publications (e.g., newsletters, brochures) and other communications intended for agency staff, members, employers, boards, state government, and the public.

### Duties/Skills:

* + - * 1. Write, edit and proof read correspondence, publications and articles for correct format, grammar, punctuation, meaning, content, clarity, consistency, and continuity.
				2. Publication design and production coordination, including preparing pre-press electronic files and PDF files.
				3. Proficient in using Adobe Acrobat Pro, InDesign, Photoshop, Illustrator and MS Office Word.
				4. Experience with blog software and tools (e.g., Moveable Type).
				5. Experience with web content management and development using HTML5.
				6. Strong verbal and written communication, organization and editing skills.
				7. Ability to understand, interpret and communicate complex subject matter.
				8. Effective customer service techniques.
				9. Give final approval before publication of materials.
				10. Extensive knowledge of the most current techniques for development and production of complex publications, forms and other communication materials production.
				11. Effective customer service techniques.
				12. Skill in graphical presentation methods.

### Publications and Communications Specialist – Entry – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Communications, Marketing, Journalism or related field from an accredited college or university.
				2. At least one (1) year experience performing as a communications specialist or publications editor.

### Publications and Communications Specialist – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Communications, Marketing, Journalism or related field from an accredited college or university.
				2. At least two (2) years of experience performing as a communications specialist or publications editor.

### Publications and Communications Specialist – Advanced – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Communications, Marketing, Journalism or related field from an accredited college or university.
				2. At least three (3) years of experience performing as a communications specialist or publications editor.

## Category: Training Officer/Coordinator

### Description:

* + - * 1. Professional positions that develop, promote, conduct, implement and/or coordinate training for staff and/or employers.

### Duties/Skills:

* + - * 1. Prepare and conduct training on a variety of topics and program areas for employees.
				2. Coordinate internal training sessions.
				3. Develop and provide classroom, on-line, and other forms of training.
				4. Analyze and identify training needs.
				5. Review training programs and recommend changes and modifications.
				6. Develop agency-wide training programs, policies and procedures.
				7. Skill in information technology training software, and formats and designs, including on-line and distance learning methods.
				8. Ability to design adult training programs that take individual learning differences into account.

### Training Officer/Coordinator – Entry – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Education, Instructional Design or other related field from an accredited college or university. Alternatively, strong experience in training coordination and delivery may be acceptable.
				2. Training experience for at least one (1) year is required.

### Training Officer/Coordinator – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Education, Instructional Design or other related field from an accredited college or university. Alternatively, strong experience in training coordination and delivery may be acceptable.
				2. Training experience for at least two (2) years is required.

### Training Officer/Coordinator – Advanced – Additional Requirements, Education, Experience

* + - * 1. Prefer a Bachelor's degree in Education, Instructional Design or other related field from an accredited college or university. Alternatively, strong experience in training coordination and delivery may be acceptable.
				2. Training experience for at least three (3) years is required.

## Category: Purchasing and Contracts Specialist

### Description:

* + - * 1. Professional positions that are directly responsible for the coordination of activities involved with the procurement of commodities and services. Positions either function as (1) Purchasing Agent or (2) Contracts Specialist.

### Duties/Skills:

* + - * 1. Procurement of commodities, including printing, computer equipment, consulting services, benefit management services, and other professional services.
				2. Preparing bids, developing requests for proposals, selecting vendors, negotiating contracts, awarding contracts, maintaining required documentation.
				3. Administering the resulting contracts, addressing any protest actions, acting as liaison between the agency and vendors to resolve disputes.
				4. Training agency personnel in procurement policies and procedures, developing, and awarding simplified bids independently; gather supportive information used in the bidding process; work with selected vendors in assuring that the tenets of the established contracts are followed.
				5. Solicit verbal and written quotes, price lists, and catalogs; and receive delivery of orders and approve invoices. Preparation and management of purchase orders.
				6. Familiarity with electronic records management systems and processes.
				7. Negotiate and draft contract language.
				8. Determine reporting requirements; monitor contracts to ensure compliance with Federal and State laws and regulations.
				9. Knowledge of PC-based spreadsheet and database applications and word processing software.
				10. Knowledge of accounting/procurement or ERP systems, preferably PeopleSoft.
				11. Excellent written, oral and interpersonal communication skills.
				12. Ability to interpret and analyze complex data and requests, and to determine and implement appropriate actions.
				13. Skill in contract development, negotiation and administration.
				14. Excellent customer service skills.

### Purchasing and Contracts Specialist – Entry – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business or related field from an accredited college or university.
				2. Experience with procurement and/or contracts is required. Government procurement experience is strongly preferred, as is an understanding of health insurance and other employee benefit programs.

### Purchasing and Contracts Specialist – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business or related field from an accredited college or university.
				2. Experience of at least one (1) year with procurement and/or contracts is required. Government procurement experience is strongly preferred, as is an understanding of health insurance and other employee benefit programs.

### Purchasing and Contracts Specialist – Advanced – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in Business or related field from an accredited college or university.
				2. Experience of at least two (2) years with procurement and/or contracts is required. Government procurement experience is strongly preferred, as is an understanding of health insurance and other employee benefit programs.

## Category: Auditor (Internal)

### Description:

* + - * 1. Each of the audit positions listed below performs professional auditing duties requiring the knowledge and application of accounting and auditing theories and principles.
				2. The nature and complexity of these duties will be commensurate with the job.

### Duties/Skills

* + - * 1. Develop audit programs and procedures.
				2. Conduct office audits and review and analyze recorded financial transactions and/or other financial information.
				3. Prepare working papers, schedules, tables, graphs, and other exhibits for interim and final audit reports.
				4. Review and examine internal control practices.
				5. Review disputed audit findings with management.
				6. Conduct entrance and exit meetings with audited entities.
				7. Conduct investigations; advise management on methods to improve accounting or other operational procedures.
				8. Skill in applying Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS).
				9. Advise management on methods to improve operational procedures.
				10. Analysis and reconciliation skills.
				11. Knowledge of PC based spreadsheet and database applications and word processing software.
				12. Knowledge of audit data analysis technics and software.
				13. Problem solving techniques.
				14. Knowledge of accounting or ERP systems, preferably PeopleSoft.
				15. Knowledge of audit data analysis technics and software.
				16. Written and oral communication skills.
				17. Positions performing professional internal auditing duties requiring the knowledge and application of accounting and auditing theories and principles.

### Auditor (Internal) – Entry – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting or auditing from an accredited college or university.
				2. Job experience ranging from zero (0) to three (3) years working for an organization similar to ETF – government, employee benefit administration, insurance, etc.

### Auditor (Internal) – Intermediate – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting or auditing from an accredited college or university.
				2. Job experience ranging from four (4) to eight (8) years working for an organization similar to ETF – government, employee benefit administration, insurance, etc.

### Auditor (Internal) – Advanced – Additional Requirements, Education, Experience

* + - * 1. Bachelor's degree in accounting or auditing from an accredited college or university, with a Master’s degree and/or CPA certification preferred.
				2. Job experience in excess of eight (8) years working for organizations similar to ETF – government (may be required), employee benefit administration, insurance, etc.

## Category: Budget Analyst

### Description

* + - 1. Professional position that is directly responsible for the implementation, monitoring, and control of the agency’s biennial and annual operating budgets.

### Duties/Skills

* + - * 1. Establish annual detailed operating budgets for salaries, supplies and services and permanent property based on historical data, future program expectations and initiatives, policy changes, and management objectives.
				2. Develop controls and monitoring tools to assure adherence to the operating budget. Provide Departmental oversight and technical assistance to managers responsible for administering decentralized budgets.
				3. Monitor total Department budget implementation to ensure consistency with legislative intent and compliance with program requirements.
				4. Project and monitor Department payroll expenditures including full-time employees, limited-term employees (LTEs), contractor costs, overtime, extra hour and stand-by pay reports.
				5. Prepare and submit to the State’s budget/accounting systems appropriation transactions for the approved budget request and subsequent adjustments and supplements.
				6. Develop and maintain an appropriation, account and organization code structure that facilitates management and control of the operating budget.
				7. Prepare annual billings to all programs administered by the Department for the administrative expenses and actuarial services incurred during the year.
				8. Review and assist Division administrators, Office and Bureau Directors, and other staff in the development of biennial and operating budget proposals.
				9. Review and analyze Division and Office requests for budget resources.
				10. Familiarity with electronic records management systems and processes.
				11. Knowledge of PC-based spreadsheet and database applications and word processing software.
				12. Knowledge of accounting/procurement or ERP systems, preferably PeopleSoft.
				13. Excellent written, oral and interpersonal communication skills.
				14. Ability to interpret and analyze complex data and requests, and to determine and implement appropriate actions.
				15. Excellent customer service skills.

### Budget Analyst – Advanced – Additional Requirements, Education, Experience

* + - 1. Bachelor's degree in Business or related field from an accredited college or university.
			2. Experience of at least two (2) years with budget development and oversight is required. State government budget management experience is strongly preferred, as is an understanding of pension administration, health insurance and other employee benefit programs.

## Category: Other Positions As Needed

### Description

* + - * 1. The Position Request will specify a position description for other positions as needed.
				2. Proposers should affirm if they will provide candidates for *Other Positions as Needed* or not.

### Duties/Skills

* + - * 1. The Position Request will list what duties and skills are required.
				2. Proposers should affirm if they will provide candidates that can meet the duties and skills.

### Other Positions As Needed – Entry, Intermediate, and Advanced

* + - * 1. The Position Request will list what additional requirements, experience, and education are required for each position level.
				2. Proposers should affirm if they will provide candidates that meet those specifications.

# background information

Background information is provided to assist the proposer in completing the RFP response document. **This section is for informational purposes; no response is required from the proposer.**

Table 3 Reference Materials

|  |  |
| --- | --- |
| **Document** | **Web Address** |
| Employee Trust Funds Internet Site | <http://etf.wi.gov> |
| Employee Trust Funds Extranet Site | <https://etfonline.wi.gov/etf/internet/RFP/rfp.html> |

# Special terms and conditions

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

## Legal Relations

* 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. This includes but is not limited to laws regarding compensation, hours of work, conditions of employment and equal opportunities for employment.
* In carrying out any provisions of this RFP or in exercising any power or authority granted to the contractor thereby, there shall be no liability upon ETF, it being understood that in such matters that ETF acts as an agent of the State.
* The contractor accepts full liability and agrees to hold harmless ETF, its employees, agents and contractors for any act or omission of the contractor, or any of its employees, in connection with this contract.
* No employee of the contractor may represent himself or herself as an employee of ETF or the State.

## Termination of Contract

* ETF may terminate any contract issued as a result of this RFP at any time at its sole discretion by delivering one-hundred eighty (180) calendar days written notice to the contractor.
* Upon termination, ETF's liability shall be limited to the prorated cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of ETF.
* If the contractor terminates this contract, it shall refund all payments made hereunder by ETF to the contractor for work not completed or not accepted by ETF. Such termination shall require written notice to that effect to be delivered by the contractor to ETF not less than one-hundred eighty (180) days prior to said termination.

## Ownership of Materials

* Except for medical records as defined by Wis. Admin. Code § ETF 10.01 (3m), all information, data, reports and other materials as are existing and available from ETF and which ETF determines to be necessary to carry out the scope of services under this contract shall be furnished to the contractor and shall be returned to ETF upon completion of the contract. The contractor shall not use it for any purpose other than carrying out the work described in the contract. ETF shall not disclose medical records.
* It is agreed that ETF will be furnished, without additional charge, all data, models, information, reports and other materials associated with and generated under this contract by the contractor.
* ETF shall solely own all customized software, documents, and other materials developed under this contract. Use of software, documents, and materials by the contractor shall only be with the prior written approval of ETF.
* If used in conjunction with program revenue generating activities with third parties, ETF, contractor, and such third party shall negotiate fee arrangements, which shall include recovery by ETF of development costs associated with the software, documents, or other materials.
* Additional costs to modify software, documents, or other materials developed under this RFP to meet specific requirements of third parties shall be the responsibility of such third parties.
* Title to all plans and specifications and technical data, including, but not limited to, drawings, flow diagrams, layout details and specifications, computer programs and the contents thereof furnished by the contractor or their personnel to ETF are the property of ETF. The contractor will execute any assignments, applications or other instruments as may be necessary to carry out the foregoing.

## Continuance of RFP

Continuation of this RFP beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this RFP by lack of appropriations shall be without penalty to ETF. Termination under this clause is effective immediately, without advance notice and without further payment.

## Handling of Confidential Information

This section applies to Confidential Information as defined in this RFP. For Protected Health Information, please refer to the Business Associate Agreement in Appendix G for additional privacy and security requirements. It is the contractor’s responsibility to contact ETF’s privacy officer immediately after discovering a data breach.

* *Individual Personal Information.* As provided by Wis. Stat. § 40.07 and Wis. Admin. Code § ETF 10.70 (1), Individual Personal Information (including address, social security number, birth date, marital status, earnings, Wisconsin Retirement System (WRS) contributions, WRS interest crediting, beneficiary designations, WRS creditable service and medical information), is not a public record and must be kept confidential.
* *Provision of Confidential Information for Contracted Services.* Confidential Information may be provided to the contractor under this contract as ETF determines is necessary for the proper administration of this contract, as provided by Wis. Stat. § 40.07 (1) (d) and (3).
* *Duty to Safeguard Confidential Information.* The contractor agrees to safeguard Confidential Information supplied to the contractor or its employees under this Contract. In addition, the contractor will only share Confidential Information with its employees on a need-to-know basis. Should a contractor fail to properly protect Confidential Information, any cost ETF pays to mitigate the failure will be subtracted from the contractor’s invoice(s).
* *Use and Disclosure.* Contractor shall not use or disclose Confidential Information for any purpose other than the limited purposes set forth in the Contract. The contract shall not use or disclose member names, addresses, or other data for any purpose other than specifically provided for in this contract.
* *Return or Destruction of Media.* All media in the possession of the contractor including, but not limited to portable drives, diskettes, compact disks, files, and written documents containing Confidential Information shall be destroyed or turned over to ETF within thirty (30) calendar days of the completion of this contract. The contractor shall furnish to ETF a written certification that all such media have been destroyed or returned to ETF, unless ETF makes any exceptions to this requirement in writing.
* *Contractor Responsibility for Breach.* Contractor is responsible for the breach of the provisions of RFP Section 5.5 or the Business Associate Agreement by any of its employees, agents or subcontractors.
* *Classification Labels.* Contractor shall ensure that all data classification labels contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
* *Notice of Legal Proceedings.* If Contractor or any of its employees, agents, or subcontractors is legally required in any administrative, regulatory or judicial proceeding to disclose any Confidential Information, contractor shall give ETF prompt notice (unless it has a legal obligation to the contrary) so that ETF may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, contractor shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.
* *Notice of Unauthorized Use or Disclosure.* If contractor becomes aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Contract, or if any Confidential Information is lost or cannot be accounted for, contractor shall notify ETF as soon as the contractor becomes aware of such use, disclosure, or loss. An unauthorized use, disclosure, or loss is considered to be discovered as of the first day on which the issue is known to the contractor, or, by exercising reasonable diligence, would have been known to the contractor. Within one business day of the discovery, contractor shall notify ETF’s Privacy Officer about the unauthorized use, disclosure, or loss, and all related facts that are known to the contractor at that time. Within four business days of the discovery, the contractor shall conduct a thorough investigation and provide the following written information to the ETF Privacy Officer:
	1. A description of the types of Confidential Information that were involved.
	2. If such information relates to a person, the name and contact information of each individual whose Confidential Information has been or is reasonably believed to have been used or disclosed without authorization, or lost.
	3. A description of what happened, including the date of the event, if known, and the date of the discovery of the event.
	4. The actions the contractor has undertaken or will undertake to mitigate any harmful effects.
* *Mitigation.* The contractor shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss of any Confidential Information. The contractor shall reasonably cooperate with ETF’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a reasonable corrective action plan, as directed by ETF. If the unauthorized use, disclosure, or loss involves Protected Health Information, the contractor shall comply with the additional requirements in the Business Associate Agreement.
* *Indemnification:* In the event of a breach of section 5.5, contractor shall indemnify and hold harmless ETF and any of its officers, employees, or agents from any claims arising from the acts or omissions of the contractor, and its subcontractors, employees and agents, in violation of section 5.5, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by ETF in the enforcement of section 5.5. In addition, notwithstanding anything to the contrary herein, the contractor shall compensate the State for its actual staff time and other costs associated with the State's response to the unauthorized use or disclosure constituting the breach.
* *Equitable Relief.* The contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury shall not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that ETF, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

*Liquidated Damages:* The contractor agrees that an unauthorized use or disclosure of Confidential Information may result in damage to ETF’s reputation and ability to serve the public interest in its administration of programs affected by this Contract. Such amounts of damages which shall be sustained are not calculable with any degree of certainty and thus shall be the amounts set forth herein. Assessment under this provision is in addition to other remedies under this Contract and as provided in law or equity. ETF shall assess damages as appropriate and notify the contractor in writing of the assessment. ETF shall automatically deduct the damage assessments from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall be as follows:

1 .$1,000 for each individual whose Confidential Information was used or disclosed;

2. $2,500 per day for each day that the contractor fails to substantially comply with the Corrective Action Plan under section 5.5.

* *Compliance Reviews:* ETF may conduct a compliance review of the contractor’s security procedures to protect Confidential Information under this Agreement.

## Payment Terms

* Invoices must refer to the ETF Purchase Order number for the work being invoiced.
* Invoices must be itemized by cost proposal categories of expenses actually incurred.
* Invoices must be submitted to the following address:

Accounts Payable

Department of Employee Trust Funds

P.O. Box 7931

Madison, WI 53707-7931

or

E-mail: ETFSMBAccountsPayable@etf.wi.gov

* Approved payment will be made to the contractor within thirty (30) calendar days of receipt of a proper invoice.

## Termination for Cause

The State of Wisconsin reserves the right to cancel this Contract in whole or in part without penalty in one (1) or more of the following occurrences:

* If the Contractor intentionally furnished any statement, representation, warranty, or certification in connection with its Proposal which is materially false, incorrect, or incomplete;
* If the Contractor fails to perform any material requirement of the Contract, breaches any material requirement of the Contract, or if the Contractor’s full and satisfactory performance of the Contract is substantially endangered. Before terminating the Contract, the State of Wisconsin shall give written notice of intent to terminate to Contractor after a thirty (30) day written notice and cure period;
* If applicable, fails to follow the sales and use tax certification requirements of Wis. Stat. s. 77.66;
* Incurs a delinquent Wisconsin tax liability;
* Fails to submit a non-discrimination or affirmative action plan per the requirements of Wis. Stat. s. 16.765 and Wisconsin’s Fair Employment Law, subch. II, Chapter 111 of the Wisconsin Statutes as required herein;
* Is presently identified on the list of parties excluded from State of Wisconsin procurement and non-procurement Contracts;
* Becomes a state or federal debarred contractor, or becomes excluded from state Contracts;
* Fails to maintain and keep in force all required insurance, permits and licenses as required per the Contract;
* Fails to maintain the confidentiality of the State of Wisconsin’s information that is considered to be Confidential Information;
* Files a petition in bankruptcy, become insolvent, or otherwise takes action to dissolve as a legal entity; or
* If at any time the Contractor’s performance threatens the health or safety of a State of Wisconsin employee, citizen, or customer.

In the event of a termination for cause, by the State of Wisconsin, the State of Wisconsin shall be liable for payments for any work accepted by the State of Wisconsin prior to the date of termination.

## Liquidated Damages

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the Contract. Because of that, the Contractor acknowledges that for the Contract resulting from this Proposal, it will negotiate liquidated damages, as required by the State of Wisconsin, for the Contract. The Contractor agrees that the Agency shall have the right to liquidate such damages, through deduction from the Contractor’s invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

The Department shall notify the Contractor in writing of any claim for liquidated damages pursuant to this section within thirty (30) days after the Contractor’s failure to perform in accordance with the terms and conditions of this agreement.

## Dispute Resolution

At the time a contract is executed, each party will designate a representative by position/title (rather than name) and identify their respective representative in the contract.

In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for break of Contractor’s intellectual property rights, each party’s representative shall meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision.

No legal action of any kind, except for the seeking of equitable relief in the case of the public’s health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor’s highest executive authority and the equivalent executive authority within the Department of Employee Trust Funds, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

##  Remedies of State

The State of Wisconsin shall be free to invoke any and all remedies permitted under Wisconsin law. In particular, if the Contractor fails to perform as specified in the Contract, the State of Wisconsin may issue a written notice of default providing for at least a seven (7) day period in which Contractor shall have an opportunity to cure, provided that cure is possible, feasible, and approved in writing by the State of Wisconsin. Time allowed for cure of a default shall not diminish or eliminate the Contractor’s liability. If the default remains, after opportunity to cure, then the State of Wisconsin may: (1) exercise any remedy provided in law or in equity or (2) terminate Contractor’s services.

If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the State of Wisconsin to do so, the Contractor shall reimburse the State of Wisconsin for all reasonable costs incurred as a direct consequence of the Contractor’s delay, action, or inaction.

In case of failure to deliver Services in accordance with or Services from other sources as necessary, Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State of Wisconsin.

##  Transitional Services

Upon cancellation, termination, or expiration of the Contract for any reason, the Contractor shall provide reasonable cooperation, assistance and Services, and shall assist the State of Wisconsin to facilitate the orderly transition of the work hereunder to the State of Wisconsin and or to an alternative Contractor selected for the transition upon written notice to the Contractor at least thirty (30) business days prior to termination or cancellation, and subject to the terms and conditions set forth herein.

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 Candidate Confidentiality Agreement

APPENDIX I Sample DOA-3049

Appendix A
Proposer’s Checklist

**RFP ETE0015**

**Mandatory**

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

( ) **Front Cover -** Include at a minimum the following information:

* Proposer's Business Name
* Title:

*Proposal Response for ETE0015 – Staffing Services for Professional Positions*

* Proposal Date

( ) **TAB 1 -** Table of Contents. Provide a table of contents for the Proposal.

( ) **TAB 2 -** Complete & provide the following in the following order:

* **CHECKLIST:** Complete the Proposer’s Checklist provided as Appendix A to this RFP, and include it with your response.
* **DOA 3261:** Complete and sign DOA 3261 (the first page in this RFP document) and include it with your response.
* **TRANSMITTAL LETTER:** A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the proposer’s official business stationery and signed by an official that is authorized to legally bind the proposer. Include in the letter:
	+ Name, signature and title of Proposer’s authorized representative.
	+ Name and address of firm.
	+ Telephone number, fax number, and e-mail address of representative.
	+ Title and RFP number: “[RFP #] – [RFP Title]"
	+ Executive Summary.
	+ A statement that the proposal is a firm and irrevocable offer for six (6) months after the proposal due date.
* **APPENDIX B:** Complete the mandatory requirements form (regarding items listed in 2.1).
* **APPENDIX C:** Designation of Confidential & Proprietary Information (DOA-3027). Complete form and sign.
* **APPENDIX D:** Standard Terms & Conditions (DOA-3054) & Supplemental Standard Terms and Conditions (DOA-3681). **Including this signifies the proposer agrees to these terms as stated unless assumptions and exceptions are spelled out in Tab 4.**
* **APPENDIX E:** Vendor Information (DOA-3477) & Vendor References (DOA-3478). See 2.1.7 for requirements and terms related to references.

( ) **TAB 3 - Response to Sections 2.2 & 3**

Provide a point-by-point response to each and every statement in Sections 2.2 & responses where called for in Section 3. The response must follow the same numbering system, use the same headings, and address each point or sub-point. Proposers should re-state each requirement immediately preceding the response to that requirement and distinguish the requirement from the proposer’s response clearly. For example, box off the requirement and leave the response without a box:

**The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number**.

*Response.*

Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your proposal being rejected.

( ) **TAB 4 – Assumptions & Exceptions**

All assumptions and exceptions must be included in this tab and will be scored. Scoring will be based on the assumption or exception’s legal impact on ETF. Provide a succinct explanation for each item as well as a reference to the section of the proposal to which it relates. **Any assumption or exception made but not included in this Tab 4 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 terms and conditions are not presented in this section, the exception will not be discussed or considered during contract negotiations**. When documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state your assumption or exception to the term or condition with one of the following labels:

* “RFP Assumption”
* “RFP Exception”
* “Standard Terms & Conditions Exception”

( ) **SEALED COST PROPOSAL: Cost Proposal located in Appendix F. Failure to provide a sealed cost proposal using the exact form provided in Appendix F may result in your proposal being disqualified and rejected**. **No mention of the cost proposal may be made in any other part of the response to this RFP.** There will be no price increases for the length of the contract, including contract renewals, except for negotiated adjustments to a particular candidate or worker’s hourly rate. See 1.2.8 for details. **Any exception to this requirement must be stated on the cost proposal.** If the proposer proposes additional services beyond those described in this RFP, such services should be outlined and separately priced in the sealed cost proposal.

PROPOSER’S NAME: DATE:

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

AUTHORIZED REPRESENTATIVE:

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

Appendix B
Mandatory Requirements

**RFP ETE0015**

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

|  |  |
| --- | --- |
| **MANDATORY CERTIFICATIONS & REQUIREMENTS** | **Check One** |
| *The following requirements are mandatory and must be met by any proposer. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. A response to each item via Appendix B* ***is*** *a mandatory requirement. If you cannot agree to each item listed, you must so specify along with the reason in Proposal Tab 4 – Assumptions and Exceptions – of your proposal response.* | **Agree** | **Disagree – Assumption or Exception listed in Tab 4** |
| The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin. |  |  |
| The firm adhered to the instructions in this RFP on preparing and submitting the proposal. |  |  |
| The firm has not been suspended or debarred from performing government work. |  |  |
| The firm has not been the subject of any disciplinary action or inquiry by any regulatory authority during the past five (5) calendar years. This includes the business as a whole, but also any individuals associated with it, including hired staff, contractors, and individuals the business would refer to ETF to staff ETF’s positions. |  |  |
| The firm has not been in bankruptcy and/or receivership within the last five calendar years. |  |  |
| During the past five years, the firm has not been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct.  |  |  |
| Using the Reference Sheet in Appendix E, the firm provided at least three references. To fulfill this mandatory requirement, the references must also be responsive to ETF’s inquiries. Proposers may be scored lower or disqualified from further scoring if references do not respond to ETF’s requests for information about the proposer. It is the responsibility of the proposer to ensure reference names, addresses, telephone numbers, and e-mail addresses are current.Each reference must identify the entity for which the proposer provided similar services. References must be able to confirm the proposer has been in the business of providing staffing services for a minimum of three (3) years. At least one (1) reference from a government entity is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of any references will be used in scoring proposals. For each experience, the proposer must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.The proposer must provide details of their experience providing professional services to the reference. ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal. |  |  |
| The Proposer agrees to the terms in ETF’s Business Associate Agreement in Appendix G. |  |  |
| Replacement of personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications.  |  |  |
| Any of the contractor’s staff that ETF deems unacceptable, whether working on-site at ETF, at the contractor’s site, or elsewhere, shall be promptly and without delay removed by the contractor and replaced by the contractor with another employee possessing acceptable experience and skills. ETF is not responsible for performance evaluation for contractor’s staff, but contractor must have a policy in place to provide annual performance evaluations for all of contractor’s staff working at ETF on-site. The policy must include gathering feedback from ETF about contractor’s staff working on-site at ETF.  |  |  |
| ETF shall have the right to conduct separate interviews of proposed replacements for personnel and review resumes and references. ETF shall have the right to approve, in writing, the replacement of personnel. This includes the personnel supporting ETF’s account at the contractor’s location or elsewhere and staff provided to work on-site at ETF.  |  |  |
| Should any of the contractor’s personnel leave before they complete required duties or the engagement end-date, contractor will provide a written notice ten (10) working days in advance to ETF. Contractor will also provide ETF the first three (3) weeks of service at no cost so that ETF can train the replacement for any engagement originally planned to be six (6) months or longer. ETF will indicate to the contractor the number of free weeks up to three (3) that ETF requires on ETF’s purchase order for the replacement staff.  |  |  |
| Each lead account manager must have the authority to make binding managerial and operational decisions. |  |  |
| Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with photo ID like a passport or driver’s license for any of the contractor’s staff working at ETF on-site. Contractor must furnish a passport and/or driver’s license for a candidate as soon as ETF declares an intent to fill the position with that candidate. A photocopy may stand in until the candidate is able to present these security credentials to ETF in person.  |  |  |
| Contractor’s personnel must reasonably cooperate with ETF’s other contractors and not commit any act that interferes with the performance of work or provision of services by any other ETF contractor.  |  |  |
| The contractor’s personnel must not take any action, or make any omission, that implies or causes others to reasonably infer they are ETF’s agent or employee in any matter or in any way not expressly authorized by ETF. |  |  |
| The contractor’s personnel are responsible to travel to and from ETF. Cost of any travel required and approved by ETF outside of ETF’s main location(s) will be borne by ETF. Approved expenses will be paid at current State of Wisconsin rates. All receipts must be provided for all transactions of any dollar amount. If parking is available and provided at an ETF work-site, contractors must pay for their worker to park through a hold-back from what the contractor would otherwise bill for the worker. However, there should be no parking hold-back if parking is not currently available.  |  |  |
| Contractor’s personnel must comply with all rules and regulations of each ETF work site. Contractor’s staff must acknowledge in writing on an ETF form that they have read all applicable rules and agree to comply. Contractor’s personnel must also sign the confidentiality agreement in Appendix H.  |  |  |
| Contractor’s personnel must perform the tasks and deliver the products identified in ETF’s Position Request.  |  |  |
| Contractor must deliver and assign qualified candidates to work at ETF. |  |  |
| Contractor must provide a candidate free-of-charge to correct any prior candidates’ errors in work product for a period of twelve (12) months after ETF pays for the work. Such corrections must commence within forty-eight (48) hours after ETF gives the contractor written notice of an error, and continue until ETF confirms the error is corrected. If ETF has not paid for the work when ETF discovers the error, ETF may withhold payment for outstanding invoices until the errors are corrected or dispute the invoice and not pay rather than seek free services to correct the error.  |  |  |
| Contractor must agree not to allow a candidate to start work at ETF without a signed purchase order from ETF that refers to that candidate and their rate of pay.  |  |  |
| The contractor agrees to respond to any Position Request with bill rates at or below the Maximum Bill Rate the contractor provided on the Cost Proposal (Appendix F) for the Position. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate. All hours, including over-time, shall be billed at one rate that is at or below the Maximum Bill Rate provided on the Cost Proposal (Appendix F) for the Position. ETF reserves the right to negotiate hourly rate increases for particular candidates and workers, but the increases will not exceed the Maximum Bill Rate. If new skills and duties are added to a Position, the Maximum Bill Rate provided on the Cost Proposal for that Position still applies. ETF reserves the right to add new skills and duties to any Position and Position Request rather than use the *Other Positions as Needed* Maximum Bill Rate(s). ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position, or into the *Other Positions as Needed* Category. For example, a move from Accountant-Entry to Accountant-Advanced, may effectively provide an increase in the hourly rate. But the Maximum Bill Rate on the Cost Proposal for the Accountant-Advanced is the ceiling for any such adjustments. ETF could also move the candidate or worker into *Other Positions as Needed* and apply the Entry, Intermediate, or Advanced Maximum Bill Rate(s). The same logic applies for all Positions and Categories.  |  |  |
| Contractor shall be required to provide the individual’s pay rate as well as the mark-up percentage that the contractor adds to the pay rate at ETF’s request. The pay rate and mark-up percentage is confidential information and would not be shared in any open records request. However, any information on the Cost Proposal (Appendix F) is not confidential and is subject to an open records request. |  |  |
| If the contractor’s staff located at ETF requests additional training other than training that ETF requires, or additional training is required due to absences or low performance, contractor must bear the training cost. Contractor may **not** charge an hourly rate for that worker during this training. On a case-by-case basis, ETF may pay the total cost of training and/or contractor may charge the hourly rate, with ETF’s prior written approval. |  |  |

Appendix C
Designation of Confidential and Proprietary Information

**RFP ETE0015**

**Mandatory**

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

**The proposer must supply two (2) electronic copies with all confidential material redacted on two (2) flash drives and marked as “Redacted for Confidentiality.” The flash drives must be labeled on the outside with the proposer’s name.**

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

**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.

 Firm 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 ETE0015**

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

**Proposer agrees to the Terms and Conditions as stated in this Appendix D.**

**Exceptions must be addressed in the Proposal
Tab 4 - 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/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.

**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 fifty thousand dollars ($50,000) 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 fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting State agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting State agency.

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

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recov­erable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the 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.

**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 Wisconsin Government Accountability Board, P.O. Box 7984, Madison, WI 53707-7984; by fax, to 608-267-0500; or by e-mail to gab@wi.gov.

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.

1. **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.
2. **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.

State of Wisconsin

DOA-3681 (01/2001)

ss. 16, 19 and 51, Wis. Stats.

**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.

**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 References

**RFP ETE0015**

**Mandatory**

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

**STATE OF WISCONSIN**

**DOA-3477 (R05/98) Vendor INFORMATION**

|  |  |  |
| --- | --- | --- |
| 1. | BIDDING / PROPOSING FIRM NAME  |  |
|  | FEIN |  |  |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | E-mail 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 | ( ) | E-mail Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 3. | Any vendor awarded over $50,000 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 firm to contact about this plan. |
|  | Name |  | Title |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | E-mail 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 | ( ) | E-mail Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 5. | CEO / President Name |  |

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

|  |  |  |
| --- | --- | --- |
| State of WisconsinDOA-3478 (R12/96) | **vendor Reference** |  |
| FOR VENDOR: |  |
|  |
|  |
| Firm Name |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Product(s) and/or Service(s) Used  |  |
|  |  |
|  |
| Firm Name |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Product(s) and/or Service(s) Used  |  |
|  |  |
|  |
| Firm Name |  |  |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No |  |
|  |
| Product(s) and/or Service(s) Used  |  |
|  |  |
|  |  |
|  |
| Firm 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

**ETE0015**

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

Proposers need not submit a proposal for all Positions, but must submit a proposal for at least one full Category that is not Other Positions as Needed, including an hourly rate for all Positions within that Category. (Example: Accountant – Entry, Intermediate, and Advanced). The cost proposal will be used to complete a rate card for the positions which ETF will use to solicit for individual candidates as the need arises. Proposers must provide candidates at or below the cost listed from their company on the rate card. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate the proposer provides in their cost proposal for each Position. There shall be no special over-time rate. There shall be no holiday pay billed to ETF. Most Positions will work a forty (40)-hour week during ETF business hours. At ETF’s discretion, contracted staff may be required to work some nights or weekend hours or have their normal work occur outside ETF’s normal business hours. At ETF’s request, proposers will be required to provide ETF the individual candidate’s pay rate and proposer’s mark-up that compose the cost proposal/Maximum Bill Rate.

|  |  |  |
| --- | --- | --- |
| **Cost Basis for Award** | **Positions – Maximum Bill Rates** | **Total** |
| **Category** | **Entry** | **+** | **Intermediate**  | **+** | **Advanced** | = | **Bid & Cost Basis for Award** |
| **Accountant** |   |   |   |   |
| **Benefits Specialist** |   |   |   |   |
| **Benefits Assistant** |   |   |   |   |
| **Benefits Program and Policy Analyst** |   |   |   |   |
| **Publications and Communications Specialist** |   |   |   |   |
| **Training Officer/Coordinator** |   |   |   |   |
| **Purchasing and Contracts Specialist** |   |   |   |   |
| **Auditor (Internal)** |   |   |   |   |
| **Budget Analyst** |   |   | = |   |
| **Note: Award will be by the Category. See 1.4.6.** |
| **Informational** | **Positions – Maximum Bill Rates** | **Total** |
| **Category** | **Entry** | **+** | **Intermediate** | **+** | **Advanced** | **=** | **Not Part of Cost Basis for Award** |
| **Other Positions As Needed**  |   |   |   |   |

APPENDIX G
Business Associate Agreement

**ETE0015**

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

**Exceptions must be addressed in the Proposal
Tab 4 - Assumptions and Exceptions**

**State of Wisconsin**

**Department of Employee Trust Funds**

This Business Associate Agreement (“Agreement”) is by and between Vendor, Inc. (“BUSINESS ASSOCIATE”) and the Wisconsin Department of Employee Trust Funds (“ETF”), which is acting on behalf of the State of Wisconsin.

**RECITALS**

**WHEREAS**, ETF and BUSINESS ASSOCIATE have executed a contract, pursuant to which BUSINESS ASSOCIATE provides professional staffing services, (“Underlying Contract”), and in connection with those services, ETF discloses or allows the disclosure to BUSINESS ASSOCIATE of certain information that is protected 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 the American Recovery and Reinvestment Act of 2009 (“HITECH”), and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations;

**WHEREAS**, with respect to BUSINESS ASSOCIATE’s activities pursuant to the Underlying Contract, BUSINESS ASSOCIATE is ETF’s “Business Associate” as that term is defined by HIPAA;

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

**WHEREAS**, ETF and BUSINESS ASSOCIATE 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 and HITECH.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises and agreements in this Business Associate Agreement, ETF and BUSINESS ASSOCIATE agree to the following:

**Part 1 - OBLIGATIONS OF BUSINESS ASSOCIATE**

1. **Uses and Disclosures.** BUSINESS ASSOCIATE may use or disclose Protected Health Information (“PHI”) 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 PHI. BUSINESS ASSOCIATE is permitted to use and disclose PHI:
		1. To provide professional staffing services according to the Underlying Contract.
		2. Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, BUSINESS ASSOCIATE is authorized to use and disclose PHI as necessary for BUSINESS ASSOCIATE’s proper management and administration, to carry out BUSINESS ASSOCIATE’s legal responsibilities, and as otherwise required by law.
	2. Prohibition on Unauthorized Use or Disclosure. BUSINESS ASSOCIATE will not use or disclose PHI 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 marketing and solicitation of business outside the Underlying Contract and disclosure of such information to a Third Party.
	3. Regulations and Laws. BUSINESS ASSOCIATE will comply with:
		1. 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
		2. Applicable Wisconsin Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.
2. **Information Safeguards.** BUSINESS ASSOCIATE will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of PHI under the control of BUSINESS ASSOCIATE, and to prevent intentional or unintentional non-permitted or violating use or disclosure of PHI. BUSINESS ASSOCIATE 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.
3. **Reporting of Breach, Improper Use or Disclosure.** BUSINESS ASSOCIATE will report to ETF the discovery of any breach, use or disclosure of PHI, not allowed by this Agreement or in violation of 45 C.F.R. Part 164 or HITECH. A breach, improper use or disclosure (“Security Violation”) is considered to be discovered as of the first day on which such Security Violation is known to BUSINESS ASSOCIATE, or, by exercising reasonable diligence, would have been known to BUSINESS ASSOCIATE.
	1. Within one business day of the discovery, BUSINESS ASSOCIATE shall notify ETF’s Privacy Officer about the Security Violation and all facts that are known to the BUSINESS ASSOCIATE about the Security Violation at that time.
	2. Within four business days of the discovery, BUSINESS ASSOCIATE shall conduct a thorough investigation and report to ETF in writing the following information:
		1. The name and contact information of each individual whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed during the Security Violation.
		2. A description of what happened, including the date of the Security Violation, if known, and the date of the discovery of the Security Violation.
		3. A description of the types of PHI that were involved in the Security Violation (e.g., full name, date of birth, Social Security number, account number).
		4. The actions BUSINESS ASSOCIATE has undertaken or will undertake to mitigate any harmful effect of the Security Violation.
	3. At ETF’s option, BUSINESS ASSOCIATE will be responsible for notifying individuals of the Security Violation when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the Security Violation, including, without limitation, credit monitoring services.
		1. BUSINESS ASSOCIATE 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.
		2. BUSINESS ASSOCIATE 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 sixty 60 day notification to affected individuals after the discovery of the Security Violation by ETF or BUSINESS ASSOCIATE.

**D. Duty to Mitigate Harmful Effects of Unauthorized Acquisition.** BUSINESS ASSOCIATE will mitigate, as required by HIPAA, HITECH, state law and this Agreement, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a breach, improper use or unauthorized disclosure reported pursuant to subsection C.

1. **Minimum Necessary.** BUSINESS ASSOCIATE will make reasonable efforts to use, disclose, or request only the minimum amount of PHI necessary to accomplish the intended purpose and shall comply with regulations issued pursuant to HIPAA and HITECH. Internal disclosure of PHI to employees of BUSINESS ASSOCIATE 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.

1. **Disclosure to Subcontractors and Agents**. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE with respect to such PHI. Before entering into such a contract with an agent or subcontractor, BUSINESS ASSOCIATE shall obtain ETF’s written approval of the contract.
2. **Access, Amendment and Disclosure Accounting.**
3. Access. At the direction of ETF, BUSINESS ASSOCIATE agrees to provide access to any PHI held by BUSINESS ASSOCIATE, 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 BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.
4. Amendment. At the direction of ETF, BUSINESS ASSOCIATE agrees to amend or correct PHI held by BUSINESS ASSOCIATE, 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 BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.
5. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of PHI and information related to disclosures so that ETF may meet its obligations under HIPAA and HITECH.
6. Accounting of Certain Disclosures. BUSINESS ASSOCIATE shall maintain a process to provide ETF an accounting of disclosures of PHI for as long as BUSINESS ASSOCIATE maintains PHI received from or on behalf of ETF. BUSINESS ASSOCIATE 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.
	1. Each accounting will provide:
		1. The date of each disclosure;
		2. The name and address of the organization or person who received the PHI;
		3. A brief description of the PHI disclosed; and
		4. For disclosures other than those made at the request of the subject, the purpose for which the PHI was disclosed and a copy of the request or authorization for disclosure.
	2. For repetitive disclosures that BUSINESS ASSOCIATE makes to the same person or entity, including ETF, for a single purpose, BUSINESS ASSOCIATE may provide:
		1. The disclosure information for the first of these repetitive disclosures;
		2. The frequency or number of these repetitive disclosures; and
		3. The date of the last of these repetitive disclosures.
	3. BUSINESS ASSOCIATE will make a log of this disclosure information available to ETF within five (5) business days of ETF’s request.
	4. BUSINESS ASSOCIATE need not record disclosure information or otherwise account for disclosures of PHI if:
		1. The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and
		2. The disclosures are for one of the following purposes:
			1. Treatment, Payment or Health Care Operations that are not made through an Electronic Health Record;
			2. In response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual’s Personal Representative;
			3. Made to persons involved in the health care or payment for the health care of the Individual who is the subject of the disclosed PHI;
			4. For notification for disaster relief purposes;
			5. For national security or intelligence purposes;
			6. As part of a Limited Data Set; or
			7. To law enforcement officials or correctional institutions regarding inmates.
7. Disclosure Tracking Periods. Except as otherwise provided in this paragraph, BUSINESS ASSOCIATE must have available to ETF the disclosure information required by this section, but in no case will BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE did not provide services to ETF.

1. **Accounting to ETF and Government Agencies.** BUSINESS ASSOCIATE will make its internal practices, books, and records relating to its use and disclosure of PHI 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. BUSINESS ASSOCIATE shall promptly notify ETF of any inquiries made to it by HHS concerning ETF’s compliance with HIPAA.

**PART 2 – ETF OBLIGATIONS**

1. **Changes in Permissions to Use and Disclose PHI.** ETF shall promptly notify BUSINESS ASSOCIATE of any change in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such change may affect BUSINESS ASSOCIATE’s use or disclosure of such PHI.
2. **Changes in ETF’s Notice of Privacy Practices.** ETF shall provide BUSINESS ASSOCIATE with a copy of ETF’s Notice of Privacy Practices and shall notify BUSINESS ASSOCIATE of any change made to the Notice of Privacy Practices, to the extent that such change may affect BUSINESS ASSOCIATE’s efforts to comply with this Agreement.
3. **Changes in Wisconsin Law.** ETF shall notify BUSINESS ASSOCIATE of any relevant change in Wisconsin law, to the extent that such change may affect BUSINESS ASSOCIATE’s efforts to comply with this Agreement.

**PART 3 - TERM, TERMINATION AND AMENDMENT**

1. **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.
2. **Reasonable Steps to Cure Breach and Termination for Breach.** ETF may provide BUSINESS ASSOCIATE 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.
3. **Effect of Termination: Return or Destruction of PHI.** Upon termination, cancellation, expiration, or other conclusion of the Underlying Contract, BUSINESS ASSOCIATE shall:
4. Return to ETF or, if return is not feasible, destroy all PHI in whatever form or medium that BUSINESS ASSOCIATE received from or created on behalf of ETF. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. In such case, BUSINESS ASSOCIATE shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. BUSINESS ASSOCIATE 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 the Underlying Contract. Within such thirty (30) day period, BUSINESS ASSOCIATE shall certify on oath in writing to ETF that such return or destruction has been completed.
5. If BUSINESS ASSOCIATE destroys PHI, destruction shall be done with the use of technology or methodology that renders the PHI 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 PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that Protected Health 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.
6. If BUSINESS ASSOCIATE believes that the return or destruction of PHI is not feasible, BUSINESS ASSOCIATE 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, BUSINESS ASSOCIATE shall extend the protections of this Agreement to PHI received from or created on behalf of ETF, and limit further uses and disclosures of such PHI, for so long as BUSINESS ASSOCIATE maintains the PHI.

**D. Agreement to Amend the Business Associate Agreement.** The parties to this Agreement and the Underlying Contract acknowledge that amendment to this Agreement may be required to provide for procedures to ensure compliance with new developments in HIPAA and HITECH laws.

1. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and their implementing regulations.

2. 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.

3. 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 BUSINESS ASSOCIATE remain in compliance with the regulations then in effect.

**PART 4 – GENERAL PROVISIONS**

1. **Conflict.** The provisions of this Agreement override and control any conflicting provision of the Underlying Contract regarding the applicability and interpretation of HIPAA or HITECH as it applies to the Vendor as a Business Associate of ETF. All non-conflicting provisions of the Underlying Contract remain in full force and effect.
2. **Documentation.** All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by BUSINESS ASSOCIATE for six (6) years from the date of creation or when it was last in effect, whichever is longer.
3. **Survival.** The parties’ obligations and rights, with respect to BUSINESS ASSOCIATE’s engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement.

Appendix H
Candidate confidentiality agreement

In  consideration  of my  Engagement  as  a  Contracted  Personnel  with  the Wisconsin Department of Employee Trust Funds, I agree to the following:

1. Definitions:

"Authorized User" means any State agency, University of Wisconsin campus, or other public body authorized to use state contracts.

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the Authorized User or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non­ public information related to the Authorized User's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom our based thereon; or (iii) information designated as confidential in writing by the Authorized User.

"Engagement" means the provision of Services to an Authorized User upon the assignment of a Worker for specific work pursuant to a Position Request.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or Authorized User identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual 's financial account; (d) the individual's DNA profile; and (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

“Position Request” means the document ETF sends to contractors to solicit quotes and ask for resumes and other materials about candidates to fill a particular ETF need.

"Proprietary Information" means all information that has been created, discovered, developed or otherwise become known to ETF or any of its related entities, (including, without limitation, information created discovered, developed or made known to me or by me during my association with State of Wisconsin). Thus, such Proprietary Information includes, but is not limited to, contracts, customers, employee and referral source lists and addresses, information about employees and employee relations, training manuals and procedures, recruitment methods and practices, other information about customers and referral sources, pricing, costs and expenses, budgets, business proposals, financial information,  product development information, computer programs, hardware and software, and any other information relating to the Wisconsin Department of Employee Trust Funds and its operations, products, business and financial affairs.

“Worker” means a candidate who ETF selected to fill a Position in a Position Request who has begun working on-site at ETF.

1. I will keep in strictest confidence and trust all Confidential Information, Proprietary Information and Personally Identifiable Information and will not, either during or after my Engagement, disclose, use or disseminate any Confidential Information, Proprietary Information and Personally Identifiable Information or rights pertaining to Confidential Information, Proprietary Information and Personally Identifiable Information, except as necessary in the performance of my Wisconsin Department of Employee Trust Funds duties.
2. I also agree that all computer programs and listings, correspondence, notes,

records, drawings, memoranda, files, training manuals, customer lists, mailing

or contract lists, or other documents that are created, modified, or compiled by

me, or which are available to me while engaged as a Contracted Personnel at

the Department of Employee Trust Funds, concerning my Engagement and my dealings with any customers and agencies shall be the exclusive property of the Department of Employee Trust Funds. I agree to deliver such documents or other agency property to the Department of Employee Trust Funds upon the termination of my Engagement or at any other time at the Department of Employee Trust Funds’ request.

1. I understand that the Department of Employee Trust Funds is committed to the highest standards of business ethics and requires that its Workers conduct themselves at all times with honesty and integrity.  I agree and acknowledge that I am required to comply with all laws, rules and regulations of federal, state and local governments. I am also encouraged, and expected, to bring to the attention of management any information that raises the possibility that any Worker is not fulfilling these ethical and legal responsibilities.
2. I agree that during the period of my engagement with the Department of Employee Trust Funds I will not, without the Department of Employee Trust Funds’ express written consent, engage in any consulting, employment or business which is otherwise in conflict with my relationship with the Department of Employee Trust Funds.
3. I understand that the Department of Employee Trust Funds is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA), and must comply with that law. As contracted personnel providing services at the Department of Employee Trust Funds, I agree that I will participate in training at ETF regarding HIPAA and privacy laws specific to the Department and its records. I further agree that I will comply with HIPAA and privacy laws specific to the Department while providing services at ETF.

Appendix I
SAMPLE DOA - 3049

Contract

|  |  |
| --- | --- |
| **Commodity or Service:** **Staffing Services for Professional Positions** | **Contract No./Request for Bid/Proposal No:** **RFP ETE0015** |
|  |  |
| **Contract Period:** XXXX through XXXX, plus an option to renew for two (2) additional one-year (1) periods  |

1. This Contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds hereinafter referred to as the “Department”, and XXXXX hereinafter referred to as the “Contractor”, whose address and principal officer appears on page X. The Department is the sole point of contact for this Contract.
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 State of Wisconsin standard terms and conditions of the request for ETE0015 bid or proposal cited above, and in accordance with the Contractor's ETE0015 bid or proposal dated hereby incorporated into this Contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952, or via e-mail at ETFSMBProcurement@etf.wi.gov.
5. For purposes of administering this Contract, the Order of Precedence is:
A) This Contract with XXXXX and
B) the RFP dated , and;

C)Contractor’s bid dated XXXX.

Contract Number & Service:

ETE0015 – **Staffing Services for Professional Positions**

|  |  |  |
| --- | --- | --- |
| **State of Wisconsin** |   | **Contractor to Complete** |
| **Department of Employee Trust Funds** |
| By Authorized Board or Designee *(Name)*  | Legal Company Name |
|  |  |
| Signature | Trade Name |
|  |  |
| Title | Taxpayer Identification Number |
|  |  |
| Phone | Company Address *(City, State, Zip)* |
|  |
| Date *(MM/DD/CCYY)* | By *(Name)* |
|  |  |
|  | Signature |
|  |  |
|  |  | Title |
|  |  |   |
|  |  | Phone |
|  |  |  |
|  |  | Date *(MM/DD/CCYY)* |
|  |  |       |