State of Wisconsin

DOA-3261 (R08/2003)

s. 16.75, Wis. Statutes

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**  Remove from vendor list for this commodity/service. (Return this page only.)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| AGENCY ADDRESS:  Department of Employee Trust Funds  801 West Badger Road  Madison, WI 53713-2526 | | | Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETC0007**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due MUST date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Vendor should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award. | | | | | |
| REQUEST FOR PROPOSAL | | |
| THIS IS NOT AN ORDER | | | Proposals MUST be in this office no later than  **October 19, 2012, 2:00 PM, CT** | | | | | Public Opening |
| VENDOR (Name and Address) | | | No Public Opening **X** |
| Name (Contact for further information)  Mark Blank | | | | | |
| Phone  608.266.8989 | | | | Date  September 19, 2012 | |
| Quote Price and Delivery FOB  Head Quarters – Madison WI | | | | | |
| Description | | | | | | | | |
| Data Integrity Contract Services Request for Proposal (RFP) for the Department of Employee Trust Funds (ETF)    RFP amendments, questions and answers will be posted on the ETF Website at <http://etfextranet.it.state.wi.us> and will not be mailed. | | | | | | | | |
| Payment Terms: | | Delivery Time: | | | | | | |
| We claim minority bidder preference s. 16.75(3m) Wis. Stats.. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. The Wisconsin Department of Commerce must certify the bidder. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.  Yes No Unknown | | | | | | | | |
| We are a work center certified under s. 16.752 Wis. Stats. employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.  Yes No Unknown | | | | | | | | |
| Wis. Stats. s. 16.754 directs the State to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.  Yes No Unknown | | | | | | | | |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.  We will comply with all terms, conditions and specifications required by the State in this Request for Proposal and all terms of our proposal. | | | | | | | | |
| Name of Authorized Company Representative (Type or Print) | Title | | | | Phone (       ) | | | |
| Fax (       ) | | | |
| Signature of Above | Date | | | Federal Employer Identification No. | | Social Security No. if Sole  Proprietor (Voluntary) | | |
|  | | |

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

**Request for Proposal (RFP) ETC0007**

**** **DATA INTEGRITY (DI) Consulting Services for the Department of Employee Trust Funds (ETF) Wisconsin Retirement System (WRS)**



Issued by the State of Wisconsin

Department of Employee Trust Funds

Release Date: September 19**,** 2012

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# Bidding Procedures and Requirements

## RFP Information

This section of the Request for Proposal (RFP) details the procedures the proposer must follow to submit a proposal for the Data Integrity (DI) Consulting Services.

### Introduction

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

As part of a global technology initiative that will ultimately procure and install a Benefits Administration System, ETF is seeking to identify a vendor who solely, or through the use of clearly defined and well-managed subcontractors, can provide consulting services to assist ETF in identifying, defining, and analyzing all data sources located and used at ETF. The vendor will develop and execute a data profiling plan which will uncover missing, duplicate, corrupted, and inaccurate data. Data errors will be quantified and prioritized and a plan created to cleanse the known errors. The vendor may then be retained to execute the cleansing/repair plan.

### Procuring and Contracting Agency

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

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

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

Express delivery: Mail delivery:

Mark Blank Mark Blank

RFP ETC0007 RFP ETC0007

Dept. of Employee Trust Funds Dept. of Employee Trust Funds

801 West Badger Road PO Box 7931

Madison, WI 53713-2526 Madison, WI 53707-7931

Telephone: (608) 266-8989

FAX: 608-267-0633

E-mail: [ETFProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov)

### Definitions

The following definitions are used throughout the RFP:

**Annuitant** see “Retiree or Annuitant” below.

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

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

**BAS** means Benefits Administration System (BAS) or equivalent.

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

**DOA** means the Department of Administration.

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

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

**Proposer** see “Vendor or Proposer” below.

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

**RFP** means Request for Proposal.

**State** means State of Wisconsin.

**SPOC** means single point of contact.

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

**WRS** means Wisconsin Retirement System.

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

### Clarification of the Specifications and Requirements

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

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be published on the Department’s Extranet at <http://etfextranet.it.state.wi.us/> and will not be mailed. Electronic versions of the RFP and all appendices and exhibits are available on ETF’s Extranet.

### Vendor Conference

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

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

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

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

### Reasonable Accommodations

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you will need accommodations at the vendor conference, contact the individual identified in Section 1.1.2.

### Calendar of Events

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

Table 1 Calendar of Events

|  |  |
| --- | --- |
| Date | Event |
| 09/19/2012 | Issue RFP |
| 10/08/2012; 2:00 P.M. CT | Letter of intent and vendor questions due |
| 10/09/2012 | Vendor conference (if necessary) |
| 10/10/2012 | Post answers to questions on ETF Extranet |
| \*10/19/2012; 2:00 P.M. CT | RFP proposals due |
| 11/09/2012 | Notify Vendors of intent of award contract |
| 11/16/2012 | Begin contract negotiations |
| 12/03/2012 | Contract Start Date |
| \*All dates are estimated with the exception of RFP proposal due date and time. | |

### Letter of Intent

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

### Contract Term and Funding

The contract term for providing the consulting services will commence on the contract start date and shall extend through December 31, 2017. The Department retains the option by mutual agreement of the Department and the successful proposer to extend the contract for two (2) additional two (2)-year periods extending the contract through December 31, 2021.

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

### Criminal Background Verification

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

### Financial Stability Verification

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

### Business Associate Agreement

A Business Associate Agreement must be agreed to and signed by the winning bidder. The intention of the Agreement is to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards on the confidentiality of personal information. The Business Associate Agreement is located in Appendix H.

## Preparing and Submitting a Proposal

### General Instructions

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

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

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

### Incurring Costs

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

### Submitting the Proposal

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

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

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

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

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

* “[Proposer's Name and Address]”
* “TECHNICAL PROPOSAL”
* Title: ETC0007
* Proposal Due Date.

**An original Cost Proposal (marked “Original”) plus two (2) paper copies of the vendor’s Cost Proposal (Appendix F) must be sealed and submitted as a separate part of the proposal.**

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

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

* “[Proposer's Name and Address]”
* “COST PROPOSAL”
* Title: ETC0007
* Proposal Due Date:

### Proposal Organization and Format

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

Only provide promotional materials if they are relevant to a specific requirement of this request. If provided, all materials must be included with the response to the relevant requirement and clearly identified as “promotional materials.” Electronic access to such materials is preferred.

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

1. PROPOSER CHECKLIST: Complete the proposer checklist provided as Appendix A to this RFP and include it with your proposals
2. Tab 1 - TRANSMITTAL LETTER: A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:
   1. Name, signature and title of proposer’s authorized representative
   2. Name and address of company
   3. Telephone number, fax number, and e-mail address of representative
   4. Title and RFP number: Data Integrity (DI) Consulting Services : ETC0007
   5. Executive Summary
3. Tab 2 – REQUIRED FORMS: The vendor must complete and/or include the following required State of Wisconsin forms:
   1. Proposer’s Checklist – Appendix A
   2. Mandatory Requirements – Appendix B
   3. Designation of Confidential and Proprietary Information – Appendix C
   4. Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) and Special Terms and Conditions – Appendix D
   5. Vendor Information (DOA-3477) and References (DOA-3478) Vendor Information Sheet – Appendix E
4. Tab 3 - RESPONSE TO SECTION 3: Minimum Requirements: Provide a point-by-point response to each and every statement in this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
5. Tab 4 – RESPONSE TO SECTION 4: Scope Of Work : Provide a point-by-point response to each and every statement in this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
6. Tab 5 – ASSUMPTIONS AND EXCEPTIONS: All assumptions and exceptions must be included in this tab. Provide a succinct explanation for each item as well as a reference to the section of the proposal it relates to. Any assumption or exception made but not included in this Tab 5 will be invalid. Exceptions to the Department’s contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. If exceptions to the standard contract language are not presented in this section, they may not be discussed or considered during contract negotiations. When documenting assumptions and exceptions, clearly label each exception with one of the following labels:
   * RFP Assumption
   * RFP Exception
   * Standard Term Exception
7. **Under separate cover: Submit a Cost Proposal as described in Appendix F. No mention of the cost proposal may be made in any other part of the response to this RFP. Inclusion of cost information other than in the cost proposal may result in disqualification of the proposal. Failure to provide a cost proposal or failure to provide it under separate cover will result in disqualification.**

### Multiple Proposals

Multiple proposals from a vendor are not permissible.

### Contacting Vendor References and Conducting Site Visits

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

## 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 Section 1 may result in the rejection of the proposal.

### Selection Process

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

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

### Oral presentations

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

### Evaluation Criteria

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

Proposals will be evaluated based on the following weighted percentages:

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

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

### Award

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

### Notice of Award

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

### Right to Reject Proposals

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

### Appeals Process

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

The written notice of intent to protest the award of a contract must be filed with Robert Conlin, Secretary, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, and received in that office no later than five (5) working days after the notices of the intent to award are issued. A copy of the notice of intent to protest must also be sent to the purchasing officer in Section 1.2.

The written protest must be received in the Secretary’s Office at the above address no later than ten (10) working days after the notices of the intent to award are issued. A copy of the written protest must also be sent to the purchasing officer at address listed in section 1.2.

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

# Background

The section includes information relating to the State and group health insurance coverage and 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 unless elsewhere stated. For additional information on the programs, please review the following program information and related Web sites:

Table 2 Reference Materials

|  |  |
| --- | --- |
| Document | Web Address |
| Employee Trust Funds Internet Site | <http://etf.wi.gov/> |
| Risk Remediation Roadmap for Online Self Service | <http://etfextranet.it.state.wi.us/etf/internet/RFP/tim/risk-remediation-etj0038.pdf> |
| State of Wisconsin Pocket Travel Guide | <http://etfextranet.it.state.wi.us/etf/internet/RFP/tim/travel-guide-wi2012.pdf> |

## Agency History

The Department of Employee Trust Funds (ETF) is the Wisconsin state agency that administers benefit programs for the State of Wisconsin and most local government employers. The Wisconsin Retirement System (WRS) is ETF’s largest program, providing Defined Benefit plan retirement benefits for more than 577,000 current and former state and local government employees via more than 1,500 employers in 2011.

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

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

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

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

The five governing Boards are:

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

ETF is responsible for:

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

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

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

Table Participant Figures

|  |  |
| --- | --- |
| Participants | Numbers Taken From 2010 CAFR |
| Retired Members (retirees, disabilitants, and beneficiaries) | 159,787 |
| Active Employees | 266,629 |
| Inactive Members | 145,803 |

When an employee becomes a WRS participant, the employee is enrolled into one of four participant categories based on the job classification. The table below shows a breakdown of the four categories:

Table Active Employee Category Distribution

|  |  |
| --- | --- |
| Category | Number of Members Taken from 2010 CAFR |
| General | 242,328 |
| Elected Officials and Appointed State Executives | 1,430 |
| Protective with Social Security Coverage | 20,110 |
| Protective without Social Security Coverage | 2,761 |

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

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

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

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

The ETF Disability Programs include 2 programs administered by ETF and 2 programs administered by AETNA. All four programs require on-going case management by ETF staff.

Table Disability Programs

|  |  |  |
| --- | --- | --- |
| Disability Program | Number of participants | Annual Paid Benefits |
| 40.63 Disability Retirement | 4,000 Current Beneficiaries | $140 Million |
| 40.65 Duty Disability | 23,000 Employees  1,000 Current Beneficiaries | $30 Million |
| Income Continuation Insurance | 56,000 State Employees  8,000 Local Employees  4,500 Current Beneficiaries | $35 Million |
| Long-term Disability Insurance | 1,600 Current Beneficiaries | $24 Million |

## Current Systems and Databases

### Data Information

ETF’s systems have been developed individually over the last 20+ years resulting in silos of information such as active member, retirement benefits, and insurance benefits. These silos have created situations where data is duplicated within differing data bases; such as addresses, SSN’s, ID’s, etc., with limited checks and balances to keep the data synchronized.

While the vast majority of data resides in DB2 tables, other technology such as Microsoft Access, Microsoft SQL Server, and Microsoft Excel are also used to capture, store, and process the data. As part of this project the vendor will be expected to fully identify and analyze the full extent of ETF data. . In the ETF environment, each major system has its own database. Table 6 below contains a list of ETF’s major systems and a brief description of the function of each system

Table 6 List of ETF Major Systems

|  |  |  |
| --- | --- | --- |
| System | Technology | Description |
| WEBS/Ret Calcs – Wisconsin Employee Benefits System | DB2, COBOL | This system is used for the processing of active employee information such as:   * Tracking employer participation * Participant information, account rights, dates, service, and monies * Performs benefit estimates for retirements, deaths, and disabilities * Computes annuity amount   There are some archive tables that hold older data that was not converted during their last system update. |
| BPS – Benefit Payment System | DB2, Java, COBOL, WebSphere | This system processes the annuitant monthly payroll. |
| LSPS – Lump Sum Payment System | DB2, Java, COBOL, WebSphere | Processes single sum payments for retirement and separations. |
| CallSS – Call and Service System | DB2, Java, WebSphere | This system tracks member phone contacts and member requests from the IVR system. |
| Document Management/Workflow/Imaging | DB2, IBM Content Manager,  Step2000, EMC, Input Accel | All member-related and Board documents are scanned and stored. Employer-related documents are planned for scanning. Step2000 stores current and completed workflow records in DB2. The imaging part of this system uses IBM Content Manager which also uses DB2. Content Manager currently contains 15 million images. |
| Health Insurance and (myETF Benefits) MEB | DB2, Java, COBOL, WebSphere | This is the Health Insurance System. It processes health insurance coverage and it also maintains member demographic information as it relates to health insurance. myETF Benefits provides employers and members access via a web interface. Members can update some demographic information and dependents on-line. |
| Disability Insurance | MS Access | This system tracks members and computes payments for Disability Insurance. ETF has four disability programs. Two are run by a third party provider (ICI Short Term and LTDI Long Term Disability Insurance). Two are in-house (§40.63 Disability Retirement and §40.65 Duty Disability). |
| Finance Systems | MS Access, MS SQL Server, MS Excel, MS Forcaster | The financial systems were developed using MS Access and Excel. Recently the MS Access database was replaced with MS SQL Server. They use data that is entered into the state supported financial system (WiSMART). Daily financial transactions are entered into WiSMART and then downloaded into MS SQL Server for processing and reporting. They refer to this database as “Edit Account Table”. MS Forecaster is the budgeting software. It uses a SQL Server database that contains summarized information taken from the Edit Account Table. They have some issues in dealing with both Fiscal Year data and Calendar Year data. |
| Accumulated Sick Leave Conversion Credits (ASLCC) | DB2, Java, WebSphere | ETF is currently developing a new ASLCC application to replace the legacy VSAM file. A retiring State of Wisconsin-employed member with accumulated sick leave can use the sick leave to pay for health insurance. This new application will calculate and track the sick leave credits. It is scheduled to be completed December 2012. |
| Service Purchase Database | MS Access | This database is used to track member service purchases. Staff manually enters service purchase and member information into this database. They use it to create member correspondence. The information is also programmatically loaded into WEBS each month. According to staff only 40% of the records pass the edits and are loaded into WEBS. The remaining 60% are manually entered into WEBS. |

ETF has 33 DB2 databases that include about 1,000 tables supporting most of the member and retiree systems. A complete DB2 database listing is provided below. The total row count for each table was derived by counting all rows in all tables that exist within the given database. ETF is currently creating or updating all data models. The data models will be made available in ERwin for the project.

Table DB2 Database List with Sizing Information

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description | Database Name | Space (tracks) | Number of Tables | Total Row Count |
| Legacy Employer | TRP171ER | 30,457 | 66 | 6,780,134 |
| Health Insurance | TRP171HA | 126 | 5 | 147 |
| Health Insurance & myETF Benefits | TRP171HI | 144,436 | 70 | 16,927,482 |
| Legacy Participant & Benefit | TRP171PB | 164,075 | 69 | 43,184,368 |
| WEBS Reconciliation | TRP171RC | 4,657 | 6 | 1,364,857 |
| WEBS Transaction History | TRP171WH | 148,010 | 1 | 42,886,376 |
| PAL Tables | TRP172ER | 2 | 1 | - |
| ACT11 & History Tables | TRPACT11 | 501,141 | 34 | 157,648,038 |
| Call Center | TRPCALLC | 39,795 | 4 | 2,712,219 |
| Code Tables | TRPCODES | 4,391 | 399 | 657,278 |
| Demographic Tables | TRPDEMOG | 76,943 | 13 | 20,886,801 |
| Health Ins Reconciliation | TRPHICRC | 336 | 4 | 70,793 |
| Benefit | TRPIBEN1 | 317 | 2 | 8,699 |
| Lump Sum Snapshot Tables | TRPLBPSN | 96 | 4 | 2,827 |
| Lump Sum Tables | TRPLCALC | 977 | 11 | 115,101 |
| Lump Sum Change & Reconciliation | TRPLCHGH | 18,333 | 6 | 4,157,843 |
| Lump Sum Payment | TRPLPYMT | 2,302 | 21 | 176,082 |
| Lump Sum Tax | TRPLTAX | 719 | 10 | 39,972 |
| Lump Sum Snapshot of WEBS | TRPLWBSN | 2,441 | 7 | 331,762 |
| BPS Payment | TRPMBEN1 | 55,753 | 6 | 849,690 |
| Sick Leave and Variable Election | TRPMEMP1 | 358 | 3 | 38,599 |
| BPS Benefit Tables | TRPPACCT | 62,610 | 19 | 5,663,105 |
| BPS Payment and Snapshot Tables | TRPPAYSN | 1,001,583 | 26 | 101,931,419 |
| BPS Change and Reconciliation | TRPPCHGH | 383,262 | 18 | 139,094,817 |
| BPS Deduction | TRPPDEDN | 5,165 | 12 | 1,020,899 |
| Web Participant history | TRPPHIST | 34,608 | 16 | 16,026,881 |
| Retcalc that communicate with BPS | TRPPRETC | 592 | 12 | - |
| Tables used by Multiple Systems | TRPPSYSA | 23,780 | 4 | 4,559,716 |
| Legacy Webs tax tables | TRPPTAX | 12,639 | 16 | 1,320,761 |
| WiSMART tables used by BPS & Lump Sum | TRPPWISM | 938 | 12 | 87,165 |
| Workflow Tables | TRPPWKPL | 1,098 | 2 | 174,098 |
| Workflow Tables | TRPWKFLW | 740,313 | 36 | 51,411,454 |
| Datamart Tables for Health Insurance | TRPWRHSE | 3,615 | 4 | 337 |

In addition to DB2 tables, data resides in MS SQL Server databases used by the Office of Budget and Trust Finance. These SQL Server databases supply data to the spreadsheets that are used throughout the Office of Budget and Trust Finance. At this time, it does not appear that any Microsoft Excel spreadsheets will need to be cleansed. The vendor will need to verify this as part of the project.

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

### ETF Applicable Past and/or Current Data Projects

* ETF has established a Data Governance Steering Committee (DGSC). The DGSC was formed to improve policies and procedures related to data quality, data management, business process management, and risk management as it pertains to the handling of data at ETF. It should be noted that all cleansing, data manipulation, and data storage during the data integrity effort must adhere to the policies and standards as identified by the DGSC. They currently have three approved policies which are included in Appendix G.
* Currently a project is progressing to convert member sick leave information into a new DB2 database as well as utilize a new system for tracking and processing the information. ETF members may use their remaining sick leave balance as credit to help pay for health care premiums. As premiums are due, the sick leave balance is drawn down to pay the premium. The new system is expected to be ready for production in December 2012. As part of this project, ETF is cleansing and converting sick leave information. The types of data being cleansed and converted include, but are not limited to: Name, SSN, Health Plan, and Sick Leave Hours. Upon the completion of this project, the resulting data will become the source information for retiree sick leave balances used for subsidizing health insurance.
* ETF has recently embarked on a major system modernization effort. ETF is expecting to issue an RFP by the Summer of 2013 and start the Benefits Administration System (BAS) implementation the Fall of 2013. The Data Integrity project is expected to lay the foundation for the data conversion to the new BAS system.
* ETF initiated a data clean-up project (PR104 Data Cleanup). Phase 2 of the project focused on reconciling multiple member IDs and/or social security numbers in three systems (WEBS, myETF Benefits, and BPS). The project completed November 2011. Resulting from this project, ETF addressed 108 occurrences of multiple names for a single SSN in the BPS system and 824 occurrences of multiple member ID numbers for a single person in BPS.
* ETF is working on a Data Management Framework project (PR192). This project is scheduled to be completed July 2013. The goal is to accomplish a multi-tiered Data Management Framework effort to deliver the following overlapping initiatives:
* Identification and Validation of Current State ETF Data and isolation or demarcation of redundancies or obsolete data to be removed
* Integration of a Data Cleansing Planning and Execution effort
* Establishment of a Data Management Framework for managing, using and governing data
* Incorporation of Data Management Framework & Governance into the BAS Solution
* 2011 Wisconsin Act 133 (PR-186) - 2011 Wisconsin Act 133 allows local governmental employers who do not participate in the Wisconsin Retirement System (WRS) to offer to all of its employees a health care coverage plan through the Wisconsin Public Employees (WPE) program offered by the Group Insurance Board. The purpose of this project is to determine changes for eligibility, to identify which systems are affected by changes related to Act 133, including WEBS, BPS, and myETF Benefits, and to develop plans to make such changes to comply with the law. ETF will have to begin tracking non-members who fall under this Act. PR-186 is scheduled to be completed December 2012.
* Act 32 Impact Analysis and Compliance (PR-161) - ETF needs to conduct an impact analysis of Act 32 legislation on its business processes and their associated systems so that an action plan for complying with the Act can be produced. Then, using that action plan a follow-up phase needs to be conducted so that the business processes and their associated systems as identified in the action plan can be altered as needed to comply. Any efforts must be coordinated with the Data Integrity project. PR-161 is scheduled to be completed December 2012.
* Enterprise Business Model (PR-117) - The Enterprise Business Model (EBM) project has been designed, developed and evolved as one of ETF's primary initiatives in support of its strategic goals. The purpose of the project is to identify and document the existing processes and systems used to support the current state of the enterprise today. The project employs the Unified Modeling Language (UML) to execute the appropriate business modeling, object modeling, data modeling and component modeling necessary to document and describe all "as-is" business scenarios at ETF today from the business to the implementation layers.

The PR-117 project will document the current state for all scenarios employed by the Division of Retirement Services and the Division of Insurance Services at ETF. The output from this project is Scenario documentation to include Business Use Cases, Activity Diagrams, and Object Models.

The PR-117 project team has documented the current scenarios and has collected the business rules and business calculations. The next step in this project is identifying the data that is touched by each scenario. The data information from PR-117 will need to be referenced by the Data Integrity project as a cross check to make sure no data is missed especially the data that directly touches the documented scenarios. The data information from PR-117 is expected to be complete January 2013.

## Current Technical Environment

ETF has a robust and progressive IT department which provides both hardware and software support to the business entities at ETF. The IT staff currently satisfies ETF’s business needs through the use of both server and mainframe technology. In house developed applications have been written in either COBOL or Java. Included below in Table 8 is a list of technologies that could be pertinent to this effort and assist prospective vendors in developing their proposals.

Table 8 ETF Technologies

|  |  |
| --- | --- |
| System | Technology Used |
| Operating Systems | Windows, Linux, and Z/OS |
| Servers | IBM and Mainframe |
| Network | Cisco |
| Office Productivity | Microsoft Office 2007 |
| Email | MS-Exchange |
| Programming | Java, COBOL |
| Database | DB2 v9.0 for z/OS – Application data, MS SQL Server 2008 R2 – Reporting and System data, MS Access 2007 – Reporting and Application data |
| Forms/Reporting | AFP, Crystal Reports, Jasper, Forcaster |

# Minimum Requirements

All proposers must respond to the following by restating each question or statement and providing a detailed written response. Instructions for formatting the written response to this section are found in Section 1.2 Preparing and Submitting a Proposal.

If there are requirements in this RFP that the proposer believes they go beyond the minimum requirements or add value that separates them from other potential vendors the proposer should indicate what those capabilities are in their response to each section.

## Organizational Capabilities

Answers to the following statements and/or questions should demonstrate your organization’s ability to address ETF’s requirements that are outlined throughout this RFP.

1. Company’s name, home office, address of the office providing services under the contract and the telephone number, fax number and e-mail addresses for the individuals who will be providing services under the contract.
2. Provide information about your company’s principal business, information about your company’s ownership, number of employees, number of offices and locations.
   1. Include any pending plans for your company’s expansion, relocation, consolidation, merger, acquisition, or sale.
   2. Provide a review of the evolution of the growth of your organization, highlighting any acquisitions, and/or mergers over the past five years.
   3. Provide your company’s short and long-term strategic business plans.
3. Provide information about any accreditations, certifications or industry designations your company currently holds, and/or has been awarded in the past 5 years.
4. Organization Charts - A proposed project organization chart must be provided.
5. Organization Narratives – To supplement the organization chart, the Proposer must describe the functional responsibilities, interaction and reporting relationships. Further, proposals must describe the Proposer's view of the nature of the relationship between ETF and the Proposer.
6. Staff Location Plan - The Proposer must describe its approach for creating a presence at ETF including the location of vendor staff and equipment.
7. Availability - The Proposer must provide assurance that any of its staff not physically located in Madison, Wisconsin, will be available to ensure that the project schedule will be met, including a discussion of other projects to which they may be simultaneously assigned.
8. Monitoring deliverables - The department expects the vendor to identify the type and appropriate level of resources to monitor deliverables and associated milestones for this project. Please share your methodology/approach to addressing this need.
9. Provide a description of any and all contracts currently held by your company with other public retirement and benefits administration systems. The response must:
   1. Identify the entity.
   2. Briefly describe the services provided.
   3. Identify the length of the contract including the start date.
   4. Identify and briefly describe the resource commitment.
10. Please outline and describe the nature of any subcontractors, business relationships, partnerships, or co-ownership partnerships currently in place. Does your organization have any ongoing responsibilities, financial, strategic or otherwise, that are in place or that are a result of these ties? If so, describe these responsibilities in detail.

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

1. Provide information about contract performance. The response must include specific detailed information regarding legal action(s), including pending actions and those taken against your company in the past five (5) years, for:
   1. Any and all situations where your company has defaulted on a contract to provide consulting and data cleansing assistance.
   2. Any and all litigation regarding contracts to deliver services.
   3. Any and all situations where a contract has been canceled or where a contract was not renewed due to alleged fault on the part of your company.
   4. State whether or not your company has been subject to any sanctions or enforcement action related to privacy compliance including civil or criminal sanctions or enforcement actions.

## Minimum Qualifications

### Proposer Minimum Qualifications

The successful vendor or the vendor’s key primary consultant must have:

1. Performed data cleansing of Public Retirement member data in at least three other public retirement systems of similar complexity.
2. In support of the above requirements, the proposer must submit as part of their RFP Response, at least:
   1. A detailed description of the three similar past projects, including the services and dates the supplies and/or services were provided.
   2. Staffing on each of the projects.
   3. The fees/price of the services that were provided on each project.
   4. For each of these three past projects a reference sheet must be included. Use the Reference Sheets in Appendix E to provide the information. Each reference must identify:
      1. The company/agency for which you have provided services and the type of program administered.
      2. A contact person whom ETF may contact.
      3. Details of products and services provided.

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

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

In this part of the proposal, the Proposer must provide resumes for all personnel assigned to the project. The Proposer must propose a team of consultants who have worked together previously in similar public retirement and benefits administration projects for comparable clients while in the vendor’s employment. Potential key personnel are identified as, but not limited to:

* Project Manager
* Primary Consultant
* Other to be identified by Proposer

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

1. At least five (combined) years of experience in data cleansing projects, as a project lead, a DBA, and/or as a developer.
2. Completed at least three similar projects in a Public Retirement system.
3. Relevant education and training, including college degrees, dates, and institution name and location.
4. Specify what best practices and lessons learned that this person would use to accomplish deliverables.
5. Names, positions, titles, e-mail address and current phone numbers of a minimum of three references from prior retirement system data conversion clients that can provide information on the individual's experience and competence to perform projects similar to this project; references may be the same as those provided for corporate references; they are not to be employees of the company proposing. ETF reserves the right to contact other references even if not listed in the proposal.
6. Type and length of professional work experience with the vendor and or subcontractor.
7. The percentage of the staff member's time to be devoted to this project, and any percentage devoted to other projects occurring in the same time frame, and the projected start date for working on the project.
8. Experience in verbal and written communication with both technical and non-technical individuals.
9. The resumes must present the background, and experience of the Proposer's key personnel, in sufficient detail to provide ETF with a convincing indication, that these individuals can perform the work required under this RFP. Whenever the proposed services identifies specific information about use of a tool, the information provided must include the name of the tool, where, when, and how.
10. For each person, list their experience with the tools that vendor is proposing to use (e.g. MS Project, VISIO and/or other home grown tools).

# Scope Of Work

## Strategic Outcomes

**Required Tasks:**

ETF expects to achieve the following outcomes as a result of this initiative:

1. **Identification and validation of all of the data sources used in the performance of ETF’s duties. The data stored in the state hosted WiSMART system is considered out of scope for the purposes of this project. However, any data that resides in ETF systems and that is exported to, or imported from the WiSMART will need to be verified within the ETF system and therefore does fall within the scope of this project.**
2. **Conformance to data governance standards** as defined by ETF. This includes data classification, security and auditing polices that are currently in place – see Appendix G for the current approved policies.
3. **Completion of a data profiling plan** that is designed to uncover the extent of missing and/or duplicate data as well as any corrupted or inaccurate data. This plan will include a description of the audit process the vendor will execute to assist in part in the profiling effort.
4. **Execution of the data profiling plan, the creation of which is** required in Step 3 above.
5. **Investigation and documentation of other issues** as they arise – including addition of those issues (as appropriate) to the plan.
6. **Quantification and prioritization of** the data errors.
7. **Creation of a Data Cleansing Plan for repairing the errors** deemed high priority along with the associated cost and duration. Additionally, this plan will provide all information as stated in Section 4.3.3.
8. **Development of** **an acceptable strategy** that ensures that corrected data will not be re-corrupted before it can be converted into the new Benefits Administration System.

**Optional Tasks:**

1. **As an option to this engagement, ETF may elect to engage the vendor’s services to execute the Data Cleansing Plan. ETF may select all or any portion of the plan depending on what data ETF deems should be fixed.**  Part of this requirement involves the production of a **Data Cleansing Audit Report** that records, at a minimum, each change applied to any data, the number of data elements affected, the previous value (if practicable), and the reason for the change.
2. **A second option** allowing ETF to elect that the vendor **assist in the conversion of data** from the current databases and any database constructed as a part of Step 9, above, into the new BAS solution.

## Project Approach

ETF has a very knowledgeable information technology staff. The IT staff has been involved in the development of the various systems that are currently being used by ETF. ETF expects that the IT staff will continue to be active in all new system efforts. With that said, ETF will have one business analyst and one DBA available 90% each to this project and a data modeler will be available 50% to assist with the project. These staff will be available to work alongside the proposer’s staff and ETF expects the proposer’s plans to include utilizing these IT resources. Other technical staff can be available upon request.

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

1. Describe how they will meet the requirements of this RFP through a methodology for data cleansing and project management.
2. Illustrate how they will utilize the ETF Business Analyst, DBA, and Data Modeler resources and describe the roles these three resources will perform during the project. Describe the roles of any other ETF technical staff required to participate in the project.
3. Describe the technical approach that will result in the profiling, cleansing and migration of the legacy data that meets the requirements of this RFP. Keeping in mind that the actual cleansing and migration of data are optional, the approach should include at a minimum the following:
   1. Ensure that ETF project staff has an understanding of the data profiling, cleansing and migration requirements.
   2. Ensure that adequate documentation is in place to ensure ETF will have the ability to maintain all rights and permissions to the implemented data profiling and cleansing process in order to operate and maintain it.
   3. Describe how the proposer plans to perform data testing during the Data Cleansing Phase if ETF elects to pursue this option.
   4. Describe the utilization of staging and cleansing exception databases, if any.
   5. Describe the technical environment the proposer will need to complete the effort – servers, disk space, software tools, etc. ETF has a virtual server that can be dedicated to this effort. It has Windows Server 2008 R2 and MS SQL Server 2008 R2. Memory, CPU and storage can be added as needed. As part of this proposal, provide the following information:
      * 1. Indicate if the available ETF server and software will be utilized.
        2. Indicate if any and additional hardware or software (e.g., profiling tools) is required. If additional hardware or software is required, identify specifically what it is. Note that if additional hardware or software is required, the proposer should include any detail costs for such in the Cost Proposal.
        3. Describe any additional tools the proposer will use whether they are off-the-shelf tools or proposer developed tools. If any tools are required to be purchased, they must be included in the Cost Proposal.
4. It is expected that the proposer’s work effort will fit within the timeframe of the overall Business Administration System implementation as described in Section 2.2.2. If the proposer believes this timeframe cannot be met, the proposer must indicate why in their proposal.

## Project Tasks and Deliverables

### Data Gathering

Because ETF has multiple sources of data it will be important for the vendor to successfully identify all sources (DB2, MS Access, MS Excel, and other sources) and determine what data is duplicated and what data requires cleansing.

The following information has been gathered to help with the proposal generation as well as help provide guidance for planning the project approach. These examples illustrated below are by no means all the examples that need investigation.

* Address/Demographic Information – Address and demographic information is stored throughout the ETF databases. There is not a master source nor is there a single update process to keep all the data synchronized. To date we have identified in excess of 16 separate locations where this data is stored.
* SSN’s and Member ID’s – In the past ETF did not have a good tool for updating SSN and Member ID changes across all systems. They have attempted to put a process in place that provides a central update mechanism. Because of the silo applications, there are still instances where the information may not match across systems. A recent project (PR104 Data Clean Up) identified 14,495 name occurrences that were associated with more than one SSN and 6,197 occurrences of the same name and date of birth that were associated with multiple member ID’s.
* Spouse and Child SSN – Prior to 2007, spouse SSN was not required in the Insurance system. Over time, updates have occurred for most records but most likely not all records. Child SSN’s are not required and some have dummy or blank fields for the child SSN.
* “D” indicator in SSN Field – ETF has a process that when a duplicate person record is identified, a manual process combines the records. Subsequent to the combination of records, a “D” indicator is entered into the first position of the SSN field. Monthly process deletes these “D” records. Verification will need to be done to ensure these are being purged appropriately.
* Annual Employer Data Exchange – Annually ETF receives and balances employee information gathered from all employers. The reconciliation of 2011 hours, earnings and contributions for all WRS employers and active employees was completed in August of 2012. Because ETF reconciles the member records they are confident the annual salary, service, and contribution data is accurate, but this confidence must be validated (or disproved) by the successful vendor.
* Storage and Usage of Numerical Data – There are requirements within Life Insurance and the Benefit Calculation areas for data to be stored and used with a certain number of decimal places. The rules and the correct storage of the pertinent data will need to be verified.
* Custom File Maintenance (CFM) – ETF has manual procedures in place that allow data to be altered as appropriate using CFM. CFM is initiated when data needs to be corrected outside of the normal workings and edits of the production systems. Several hundred CFM’s are executed each year. They are completed via update scripts that by-pass the normal system edits. These CFM’s are documented and monitored but since the system edits are by-passed, they are an area of risk to the data. A log of all CFM’s is maintained by ETF.
* Name Mismatch – Because Employee and Retiree names are stored in all the various systems, the names may have been entered differently. For example, Tom may have been entered in one system and Thomas entered in another system. There are issues with name fields and the handling of special characters such as O’brun versus Obrun. The special characters or spaces are not always stored properly.
* Step 2000 Workflow and IBM Content Manager Imaged Document System Metadata – Step 2000 used to house the workflow index information. ETF has converted the information out to DB2 tables and manages it themselves. During conversion, some images were entered with index of UD000 because the images could not be deciphered. Most of the UD000 indexes have been cleaned but approximately 5000 – 10000 still exist. The issue is a result of the backfile conversion and new issues are no longer being introduced. It is expected that the imaging indexes will be reconciled against ETF databases as part of this Data Integrity RFP.
* BPS and myETF Benefits data exchange – The BPS system passes address information to the on-line myETF Benefits system. Through myETF Benefits, members may update their address information. This updated information is not passed back to BPS resulting in additional multiple addresses.
* BPS Summary/Detail Information – There is potential that historical summary information could be out of sync with detailed information that will need to be reconciled.
* Field Character Length – The same information may be stored in different field sizes across systems possibly resulting in truncation of data.
* WEBS Archive Tables – There are potentially some old archive tables that are candidates for cleansing, conversion, or deletion.
* WEBS system has trouble properly dealing with members who have multiple sources of service in a year that is a mix of fiscal year and calendar year. These records have to be fixed manually. ETF finds these errors via a manual report process. There are currently approximately 900 records in the database with this issue.
* §40.65 Disability Database – The data for the §40.65 Disability is stored in two MS Access databases. The databases hold statistical and financial information. ETF processes members using the MS Access data and Excel spreadsheets. The results are then manually entered into BPS. The disability benefit is complicated and ETF’s confidence in the historical data is low. The vendor will need to analyze the data and help ETF determine which source of data is the best source to use.
* §40.63 Disability Database – The data is used for historical statistical reporting for generating quarterly and annual board reports and is stored in a MS Access database.

### Data Profiling

As part of this proposal, the proposer shall describe, in detail, their processes for data profiling.

We consider data profiling as the exercise of evaluating data within and across columns to highlight potential anomalies. The goal of data profiling is to expose possible data quality business rules that are being violated, to measure the degree of compliance with known business rules, and to track compliance over time. Profiling is useful as a repeatable analytical process with a relatively quick learning curve to expose the most injurious data quality problems. The insight that profiling provides is invaluable for a one-time assessment of the quality of a data set, and subsequent profile sessions can provide ongoing monitoring of data compliance with discovered business rules.

As part of data profiling, the successful proposer shall:

1. Conduct a data audit against all identified data sources identifying the data that needs to be corrected.
2. Provide a data analysis report from the data audit (e.g. description of problem, data source, number of occurrences, missing data, impact on production data).
3. Work with ETF to identify who (the proposer, if Option 1 is executed or ETF) will be responsible for correcting the data elements that are in error, along with an explanation as to how they came to this conclusion.
4. Ensure the data rules are in compliance with the agency rules, policies, and statutes.
5. At a minimum, identify the following type of problems:
   1. Duplicates
   2. Missing primary-foreign key relationships
   3. Redundant and inconsistent data (ex: James versus Jim)
   4. Soundex matches for the same data
   5. Incorrect formatting
   6. Incorrect data based on a numeric range
   7. Incorrect data based on relationship rules
   8. Non-unique keys
   9. Missing data
   10. Incomplete data elements based on ETF business rules, policies and statutes
   11. Referential integrity
   12. “Orphaned” records (records that should be associated to others but are not)
   13. “Childless” parents (records that should have related records but do not) based on ETF business rules, policies and statutes
   14. Valid codes for specific instances (only specific codes are valid for a given situation)
   15. Data value commonality (same code used multiple places with varying values)
   16. Invalid date ranges (when the dates do not conform to business or logical standards)
   17. Invalid/incomplete dates
   18. Invalid code values
   19. Code value outliers outside of expected values
   20. Code value anomalies based on ETF business rules, policies and statutes
   21. Amount totals vs. summarized detail
   22. Amount deltas based on ETF business rules, policies and statutes.
6. Confirm the accuracy of the ETF data models to the extent possible.
7. Provide the criteria for the data sampling for the data audit (e.g. class, group, status, age).

### Plan for Optional Data Cleansing

As an option to this engagement ETF may select the vendor to perform all or part of the data cleansing effort. In order for ETF to assess the amount of cleansing effort necessary, the vendor must develop a data cleansing plan. At a minimum, the plan must:

1. Describe a method of correction for elements identified as a result of Data Profiling.
2. Include steps to ensure the data is cleansed according to ETF data governance standards, administrative rules, statutes, policies, and business rules.
3. Propose a timeline that includes vendor staffing requirements and ETF resource requirements.
4. Conduct ongoing data audits against all identified data sources during the cleansing process.
5. Provide for a Data Conversion and Cleansing Auditor’s Report (DCCAR) from the data audit (e.g. description of problem, data source, number of occurrences, impact on production data, type of fix that was applied, number of records fixed, number of records unable to be fixed, etc.).
6. Provide a prioritized list of data elements, (e.g. age, grouping, status, class) to be cleansed.
7. Provide an on-going data cleansing maintenance plan.
8. Provide a Quality Assurance/Audit plan to ensure counts, dollars, etc.
9. Provide a means to retain history (audit trail) of all data elements that are changed through cleansing (before and after).
10. Provide reconciliation reports.
11. As appropriate, develop scripts needed to populate the staging database.
12. As appropriate, produce a data mapping schema for all the data sources being used to load the staging database.
13. As appropriate produce a data dictionary.
14. Confirm the accuracy of the ETF data models to the extent possible.
15. As appropriate produce a data model using ERwin.

As part of this proposal, the proposer shall describe their approach to data cleansing, taking into account the requirements of this section. The proposer’s description of their cleansing approach should be detailed enough for ETF to be able to fully assess the proposer’s experience as well as the proposer’s ability to fulfill the required steps as detailed above.

### Execution of Optional Data Cleansing Plan

As part of ETF’s review and acceptance of the data cleansing plan, ETF will determine what parts of the cleansing plan will be implemented and who will perform the cleansing.

It is expected that the delivered cleansing plan will include activities that ETF staff should perform as well as activities that the proposer should perform. It is also assumed that the plan will include activities that can be performed immediately and some activities that should wait for the implementation of the BAS.

ETF will take all these variables into consideration when reviewing the plan and subsequent to the acceptance of the plan will notify the proposer what portions of the plan ETF would like the proposer to implement. Once the decision to move forward with the plan is made, ETF and the proposer will work together to determine a timeline for the selected cleansing activities.

### Optional Data Migration

As noted earlier, ETF is undertaking this project in order to create a data foundation for the eventual migration to a new Benefits Administration System (BAS) system. In the event that ETF elects this option, the successful proposer shall:

1. Produce a data mapping schema for the staging database and all the data elements being used to load the new BAS database.
2. Produce a data mapping schema for the Cleansing Exception database and all the data elements that were not able to migrate to the new BAS database.
3. Provide information as needed to the selected BAS implementation vendor to migrate data from the staging database to the new BAS database with input from the ETF Project Manager.
4. Conduct a data audit against all identified data sources during the migration process from the staging database to the new BAS database.
5. Provide a data analysis report from the migration data audit (e.g. description of problem, data source, number of occurrences, impact on production data, etc.).
6. Provide the testing process, including the test plan, test cases, test scenarios and expected results for the migration from the staging database to the new BAS database.
7. Work with the BAS vendor in performing data mock conversions as part of its testing.
8. Assist the BAS vendor with the development of scripts needed to populate the cleansing exception database.
9. Retain history (audit trail) of all data elements that are changed through migration.
10. Perform data cleansing for those records that were identified as being incorrect during the migration and testing process.
11. Provide ETF with a quality assurance/audit process and reconciliation report that validates migrated data (counts, financials balance, and overall accuracy) from the Staging database to the new BAS database and the Cleansing Exception database (contains the records that cannot be cleansed).

As part of this proposal, the proposer is asked to describe their past experience with data migration taking into consideration the minimum requirements described above. The proposer should also provide a sample project plan illustrating how the proposer might go about performing the data conversion. ETF is interested in understanding the proposer’s specific experience performing similar projects.

### Conduct of the Project

With respect to the management of the project, the proposer must:

1. **Perform all work on the premises of ETF. Under no conditions, except with the written approval of the ETF Project Manager, may the vendor remove (physically or electronically) data from ETF premises, nor access it remotely. Further, Proposer will not copy any ETF data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic device, other than as expressly approved by the ETF Project Manager.**
2. Provide a high-level, proposed overall Project Schedule with key milestone dates **as part of their proposal**.
3. Provide a detailed, complete overall Project Schedule with all key milestone dates within the first 30 days of the project.
4. Upon ETF’s request, provide a revised overall Project Schedule with key milestone dates and an updated detailed data component project plan whenever there is an approved change to a key milestone date.
5. Provide a preliminary project staffing plan **as part of their proposal.**
6. Develop a detailed (resource loaded) Data Profiling Plan within the first 30 days of the project.
7. Develop a detailed (resource loaded) Data Quality Cleansing Plan.
8. Provide the following information for all deliverables before beginning work on that deliverable:

* Descriptive name
* Deliverable Type (e.g. use case, test scenario, window…)
* Deliverable Author
* Planned Initial Submission Date for the first ETF review
* Initial Work Estimate.

1. Report project status to ETF Project Manager and any ETF Oversight Project Management at bi-weekly intervals during the project work, including findings and recommendations as follows:

* Weekly written reports which must include information on work completed, work planned for the following period, any preliminary findings, identified risks, and any issues to be addressed.
* At scheduled deadline dates for the identified deliverables.
* At other times as needed at the discretion of the ETF Project Manager.

1. Provide weekly metrics against the project plan to measure the progress of the project.
2. Coordinate the successful proposer’s effort for each project phase with the ETF Project Manager (with the understanding that ETF has the right to modify the amount of effort needed for each phase of the implementation process for project monitoring, quality assurance, and project management purposes).
3. Provide an agenda for all project meetings at least one day prior to the meeting.
4. Provide written minutes for all meetings no more than one day subsequent to the meeting, such minutes to include, at a minimum, the attendees, a summary of the major topics discussed, and full documentation of any action items and project-pertinent decisions.
5. Schedule all project meetings on ETF’s Exchange/Outlook calendaring system and invite the individual ETF staff to the meetings as needed.
6. Describe how the proposer will handle problem resolutions.
7. Provide a full description of the proposer’s proposed change control/request process.
8. Respond to any ETF request that changes the contract, within 10 business days of receipt of the request, advising the ETF Project Manager of any cost and schedule impacts. When there is a cost impact, either an increase or a decrease, the successful vendor shall advise ETF in writing of the increase or decrease involved and any schedule impact. Any contract changes will follow the formal change control process established by the proposer and ETF and will require approval from ETF. Note that any change to the contract requires a contract amendment issued by ETF Procurement.
9. Negotiate in good faith and in a timely manner as to the cost and schedule impact of any change request. If the parties reach an agreement on a change request, the successful proposer will incorporate all modifications called for by the Change Order into applicable plans or other documentation.
10. Agree that in no event shall a Contract Amendment increase ETF’s costs or extend the project to correct errors or omissions in the Proposal.

### Project Management

As part of this proposal, the proposer shall provide a description of their project management approach. ETF expects the proposer to be competent in project management skills. The proposer’s approach to project management must ensure that:

* Project planning and management are part of normal daily activities.
* Resource planning occurs in conjunction with ETF management.
* There is an established path for escalation of project issues.
* Risk management is included as part of the normal process.
* Project management is able to provide reports to ETF business units and management on the progress against project objectives, to ensure continued project support.
* The project plan is organized in a phased approach that provides achievable and demonstrable milestones and deliverables. The engagement should be managed to meet specific milestones with an established method of reporting project status.

### Training and Documentation

As part of its response and subsequently during the project, the proposer shall:

1. Describe how it will ensure that ETF staff (including technical staff, users, and managers) is trained properly to continue with the maintenance of the profiling and cleansing.
2. Conduct a methodology training session. The training shall present an overview of the process, the deliverables to be produced, and the role ETF staffing plays in each step of the process and the training shall demonstrate how the methodology ensures the requirements stated in the RFP are met.
3. Provide training for ETF on the setup, maintenance, and monitoring of on-going use of any data tools applied to the project, if applicable.
4. Provide training for ETF on the setup, maintenance, and monitoring of any software components for on-going use of the data tools, if applicable.
5. Provide all training at ETF.
6. Develop training material and provide training on all aspects of data profiling software, scripts and other tools that will be utilized.
7. Develop training material and provide training on all aspects of data cleansing software, scripts and other tools that will be utilized.
8. Provide all operational system documentation, if applicable.
9. Provide system operations manual, if applicable.
10. Provide all final system test plans, test scripts, and test cases.
11. Provide all system / program maintenance documentation.

### Warranty

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

* Any software provided by the proposer shall (to the extent possible, recognizing that some of that software may be third party products) be free from defects for a minimum period of 365 days from the date of acceptance by ETF.
* Any software and all components of the software contain no viruses, moles, worms, viruses, bombs, or disabling devices.
* Proposer must have the full power and authority to grant ETF any license(s) offered in the Proposal and their use for 5 years at no additional cost.
* Proposer shall repair or replace, within a commercially reasonable time unless otherwise specified in this RFP and at its sole cost and expense, any portion of the software or any services failing to comply with the warranties granted in this section during the warranty period offered by proposer. If proposer fails to repair or replace such portion of the software or any services within the required time, ETF may, in its sole discretion, act to repair or replace all or a portion of the software or re-perform the services and the proposer shall reimburse ETF for all costs incurred by ETF to repair or replace the software or to re-perform the services.

### Department’s Responsibilities

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

### Special Terms and Conditions

1. Fifteen percent (15%) will be withheld from the payment due upon acceptance of each milestone pending ETF’s acceptance of the deliverables. Withheld amounts will be released upon a mutually agreed upon schedule of payments during contract negotiations.
2. For all deadlines as stated in this RFP or that may be negotiated in future, time is of the essence. ETF may cancel the contract upon 1 day’s notice to the vendor for any missed deadline that ETF determines to be due to the vendor’s action or inaction. ETF’s failure to exercise this option for any particular missed deadline does not constitute waiver of the cancellation grounds for any other missed deadline.
3. Key Personnel and Personnel Changes:
   1. Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.
   2. The contractor may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The contractor shall provide a notice of proposed diversion or replacement to the SPOC at least sixty (60) days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced staff. At least thirty (30) days before the proposed diversion or replacement, the SPOC shall notify the contractor whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by ETF shall not be unreasonably withheld or delayed.
   3. Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The contractor shall provide ETF with reasonable access to any staff diverted by the contractor.
   4. Replacement of key personnel who terminate employment with the proposer shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Such approval shall not be unreasonably withheld. Failure of proposer to promptly replace key personnel within 30 calendar days after departure from proposer shall entitle ETF to terminate the agreement.
   5. Any of the contractor’s staff that ETF deems unacceptable shall be promptly and without delay removed by the contractor from the project and replaced by the contractor within thirty (30) calendar days by another employee with acceptable experience and skills subject to the prior approval of ETF. Such approval by ETF will not be unreasonably withheld or delayed.
4. Management Reports. The proposer shall furnish ETF with weekly status reports. These reports must be provided in writing to the SPOC. In addition to the weekly written reports, it is anticipated that there will also be at least, bi-weekly face-to-face meetings to provide all interested ETF parties with updates. Additionally, from time-to-time, special reports (status, presentations, package vendor RFP related reports, etc.) will be required.

The Department wishes to make clear its intent to grant prospective vendors wide latitude in designing innovative and informational management reports, which provide the most meaningful information in an efficient manner, subject to ETF approval. Vendors should submit, in as complete a form as possible, examples of management reports which it has found to be of value to other clients like ETF.

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

Appendices:

APPENDIX A Vendor’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 Data Governance Approved Policies

APPENDIX H Business Associate Agreement

Appendix A  
Proposer’s Checklist

**RFP ETC0007**

**Mandatory**

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

( ) 1. PROPOSAL COVER PAGE SIGNED (DOA-3261)

( ) 2. TRANSMITTAL LETTER (Section 1.2.4)

( ) 3. AGREEMENTS

Appendix A – Proposer’s Checklist

Appendix B – Mandatory Requirements and Mandatory Deliverables

Appendix C – Designation of Confidential and Proprietary Information

Appendix D – Standard Terms and Condition and Supplemental Standard Terms and conditions for Procurements for Services

Appendix E – Vendor Information and Reference Sheets

( ) 4. RESPONSE TO SECTION 3 (Minimum Requirements)

( ) 5. RESPONSE TO SECTION 4 (Scope Of Work)

( ) 6. ASSUMPTIONS AND EXCEPTIONS

( ) 7. COST PROPOSAL

PROPOSING VENDOR NAME: DATE:

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AUTHORIZED REPRESENTATIVE:

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Appendix B  
Mandatory Requirements

**RFP ETC0007**

**Mandatory**

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

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

|  |  |  |
| --- | --- | --- |
| **MANDATORY REQUIREMENTS** | **Check One** | |
| **Agree** | **Disagree** |
|  |  |  |
| 1. The Proposer must meet the minimum requirements as described in Section 3 of this RFP. |  |  |
| 1. The Proposer agrees to adhere to all ETF Department standards, policies and procedures while on-site at ETF and in all work performed with and for ETF. Any exceptions to this statement must be cleared, in writing, by ETF. |  |  |
| 1. The Proposer has no conflict of interest with regard to any other work performed for the State of Wisconsin. |  |  |
| 1. The Proposer must propose a team of consultants who have worked together previously in similar public retirement and benefits administration projects for comparable clients while in the vendor’s employment and comply with the requirement(s) in Section 3.2 Minimum Qualifications |  |  |
| 1. The successful vendor agrees not to submit a proposal for the BAS RFP. |  |  |
| 1. The Proposer agrees to comply with Section 4.3.11 Special Terms and Conditions. |  |  |
|  |  |  |

Appendix C  
Designation of Confidential and Proprietary Information

**RFP ETC0007**

**Mandatory**

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

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

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

The attached material submitted in response to Proposal ETC0007 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 proposal be treated as confidential material and not be released without our written approval.

Prices always become public information when 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.

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 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.

**Appendix C – RFP ETC0007 – Designation of Confidential and Proprietary Information**

* We request that the following pages from our response to Proposal ETC0007 not be released (indicate Section, Page and Topic):

| Section | Page | | | Topic |
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This document can be made available in accessible formats to qualified individuals with disabilities.

Appendix D  
Standard Terms and Conditions

**RFP ETC0007**

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

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

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

Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration

Chs. 16, 19, 51

DOA-3054 (R10/2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A good faith dispute creates an exception to prompt payment.

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

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

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

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

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

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

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

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

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

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including appren­ticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

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

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

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

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

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

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

**22.0 WARRANTY:** Unless otherwise specifically stated by the Proposer, equipment purchased as a result of this request shall be warranted against defects by the Proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and prop­erty damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifica­tions of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicita­tion, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise speci­fied. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprie­tary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, docu­mentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Informa­tion form (DOA-3027). Proposers/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appro­priate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled mate­rials whenever technically and economically feasible. Proposers are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi­cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state offi­cial or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

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 Division of Agency Services

Department of Administration Bureau of Procurement

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.

***Supplemental Standard Terms And Conditions For Procurements For Services***

**6.0 CONFLICT OF INTEREST:** Private and non‑profit corpora­tions are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

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

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

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

Appendix E  
Vendor Information  
and Reference Sheets

**RFP ETC0007**

**Mandatory**

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

**STATE OF WISCONSIN**

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | BIDDING / PROPOSING COMPANY NAME | | | | | | |  | | | | | | | | | | | | |
|  | FEIN | |  | | | | | |  | |  | | | | | | | | | |
|  | Phone | | | ( ) | | | | | Toll Free Phone | | | | | | | | ( ) | | | |
|  | FAX | | | ( ) | | | | | Email Address | | | | | | |  | | | | |
|  | Address | | | |  | | | | | | | | | | | | | | | |
|  | City | |  | | | | | | State | | |  | | | Zip + 4 | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | |
| 2. | Name the person to contact for questions concerning this bid / proposal. | | | | | | | | | | | | | | | | | | | |
|  | Name | | |  | | | | | | Title | | |  | | | | | | | |
|  | Phone | | | ( ) | | | | | | Toll Free Phone | | | | | | | | | ( ) | |
|  | FAX | | | ( ) | | | | | | Email Address | | | | | | | | |  | |
|  | Address | | | |  | | | | | | | | | | | | | | | |
|  | City |  | | | | | | | State | | |  | | | Zip + 4 | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | |
| 3. | Any vendor awarded over $25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan. | | | | | | | | | | | | | | | | | | | |
|  | Name | | |  | | | | | | Title | | | |  | | | | | | |
|  | Phone | | | ( ) | | | | | | Toll Free Phone | | | | | | | | ( ) | | |
|  | FAX | | | ( ) | | | | | | Email Address | | | | | | |  | | | |
|  | Address | | | | |  | | | | | | | | | | | | | | |
|  | City | |  | | | | | | State | | | | |  | Zip + 4 | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | |
| 4. | Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings. | | | | | | | | | | | | | | | | | | | |
|  | Name | | | |  | | | | | Title | | | |  | | | | | | |
|  | Phone | | | | ( ) | | | | | Toll Free Phone | | | | | | | | ( ) | | |
|  | FAX | | | | ( ) | | | | | Email Address | | | | | | |  | | | |
|  | Address | | | |  | | | | | | | | | | | | | | | |
|  | City |  | | | | | | | State | | |  | | | Zip + 4 | | | | |  |
|  |  | | | | | | | | | | | | | | | | | | | |
| 5. | CEO / President Name | | | | | |  | | | | | | | | | | | | | |

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

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

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

Appendix F  
Cost Proposal

Company Name             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            Date:        \_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Person       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_            Phone:  \_\_\_\_\_\_\_\_\_\_\_\_\_**

(Print or type)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Signature of authorized person)

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

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

Table Mandatory Cost Table

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable | Vendor Hours | ETF Hours | Cost |
| Project Plan | - | - | $ |
| Data Gathering | - | - | $ |
| Data Profiling Plan | - | - | $ |
| Complete Execution of Data Profiling Plan | - | - | $ |
| Data Cleansing Plan | - | - | $ |
| Other | - | - | $ |
| Total | - | - | $ |

Provide an hourly rate for Data Migration should that option be selected.

Hourly Rate for Data Migration $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Provide a blended hourly rate for additional services not included above.

This rate will apply to any unanticipated work authorized $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

ETF will only pay proposer upon the completion and acceptance of each deliverable identified in the Cost Tables.

The Optional Cost Table below is only to be used if ETF’s current technical environment is not sufficient for the proposer to conduct their work. If additional hardware or software is required it must be included and priced in the Optional Cost Table. If additional technology is required, ETF will decide if the required technology will be ETF supplied or vendor supplied. In either case, all hardware or software purchased for this project either by ETF or the proposer will become property of ETF.

Table Optional Hardware or Software Cost

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable | Unit Cost | Number of Units | Cost |
| Itemized hardware and software | $ | - | $ |
|  | $ | - | $ |
|  | $ | - | $ |
|  |  |  |  |
| Total |  |  | $ |

Proposers may suggest an additional fee structure that may include performance incentives; however, this fee structure will be dependent on negotiations between the Department and the winning proposer. Please describe in detail your proposal.

If the proposer believes additional pricing information would be helpful and benefit ETF in understanding the proposed costs, provide the additional information as part of the cost proposal.

If the proposer has suggestions for establishing specific acceptance criteria for the deliverables, provide the additional information as part of the cost proposal.

Appendix G  
Data Governance and Policy Information

**DATA CLASSIFICATION POLICY**

Statement of Policy

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

Rationale

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

Scope

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

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

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

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

Specifications

ETF will use the following classifications:

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

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

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

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

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

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

Roles & Responsibilities

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

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

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

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

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

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

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

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

Data Handling

General Safeguards for All Data

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

**DATA LOGGING POLICY**

Statement of Policy

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

Rationale

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

Definitions

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

Roles & Responsibilities

**Information Owner** – Individual or entity who:

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

General Logging Procedure Guidelines

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

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

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

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

**Data Auditing Policy**

Statement of Policy

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

Rationale

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

Definitions

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

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

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

Roles & Responsibilities

**Information Owner** – Individual or entity who:

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

Scope

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

General Audit Procedure Guidelines

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

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

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

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

Appendix H   
Business Associate Agreement

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

**The winning Vendor will be required to complete this form.**

**This form is not required for inclusion in the Proposal.**

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

**BUSINESS ASSOCIATE AGREEMENT**

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

**RECITALS:**

**WHEREAS**, ETF and VENDOR INC. have executed a contract, pursuant to which VENDOR INC. provides certain Data Integrity Services as set forth in ETC0007 (“Underlying Contract”), and in connection with those services ETF discloses or allows the disclosure to VENDOR INC. of certain information that is subject to protection by the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 as passed as part of ARRA (“HITECH”) and their implementing regulations, Title 45, Parts 160 through 164 of the Code of Federal Regulations, as well as by laws and administrative rules of the State of Wisconsin; and

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

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

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

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

**DEFINITIONS:**

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

“ARRA” means the American Recovery and Reinvestment Act of 2009.

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

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

“Personal Information” is information that can be used to identify a person and includes, without limitation, **Individually Identifiable Health Information, Individual Personal Information, Medical Records and Protected Health Information.**

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

**PART I – OBLIGATIONS OF VENDOR INC.**

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

1. Permitted Uses and Disclosures of Personal Information. VENDOR INC. is permitted to use and disclose Personal Information:
2. To conduct Data Integrity Services in accordance with the Underlying Contract.
3. Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, specifically including the State Law Restrictions in Part I, Section B, VENDOR INC. is authorized to use and disclose Personal Information as necessary for VENDOR INC.’s proper management and administration, to carry out VENDOR INC.’s legal responsibilities, and as otherwise Required by Law.
4. Prohibition on Unauthorized Use or Disclosure. VENDOR INC. will not use or disclose Personal Information it creates for or receives from ETF or from another VENDOR Inc. of ETF, except as authorized or required by this Agreement or as Required by Law or as otherwise authorized in writing by ETF, including, without limitation, marketing and solicitation of business outside the Underlying Contract and disclosure of such information to third-parties.
5. Compliance with Regulations. VENDOR INC. will comply with:
6. 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
7. Applicable State Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.
8. State Law Restrictions. VENDOR INC. shall comply with Wis. Stat. §§ 40.07 and 134.98 with respect to information VENDOR INC. creates for or receives from ETF or from any other Business Associate of ETF. In particular:
9. Any Third Party request, including a subpoena, for disclosure of Personal Information, including, without limitation, Medical Records or Individually Identifiable Health Information, shall be referred to ETF in a timely manner; and
10. VENDOR INC. shall not disclose to any Third Party Individual Personal Information which ETF itself may not disclose pursuant to Wis. Stat. § 40.07(1), or of Medical Records that ETF itself may not disclose pursuant to Wis. Stat § 40.07(2).

**B. Compliance with Standard Transactions.**

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

(c) Uses any code or data element that either is not in the Standard Transaction’s implementation specification or is marked “not used” by the Standard Transaction’s implementation specifications;

(d) Changes the meaning or intent of the Standard Transaction’s implementation specifications; or

1. Otherwise violates 45 CFR §162.915.

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

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

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

* 1. VENDOR INC. shall provide notice to ETF of the occurrence. The notice shall include the identification of each individual whose unsecured Personal Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during such occurrence.
  2. Within one business day of the discovery, VENDOR INC. shall notify ETF’s Privacy Officer. VENDOR INC. shall immediately conduct an investigation and report in writing within four business days the following information:
     1. The name and contact information of each individual whose Personal Information has been or is reasonably believed to have been accessed, acquired or disclosed during the occurrence.
     2. A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
     3. A description of the types of Personal Information that were involved in the occurrence (e.g., full name, date of birth, Social Security number, account number).
     4. A brief description of what VENDOR INC. is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
     5. The actions VENDOR INC. has undertaken or will undertake to mitigate any harmful effect of the occurrence.
     6. A corrective action plan that includes the steps VENDOR INC. has taken or will take to prevent similar occurrences.
  3. At ETF’s option, VENDOR INC. will be responsible for notifying individuals of the occurrence when ETF requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, improper use or disclosure, including, without limitation, credit monitoring services. VENDOR INC. must obtain ETF’s approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach, improper use or disclosure. VENDOR INC. shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification to affected individuals after the discovery of the breach by ETF or VENDOR INC..

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

1. VENDOR INC. will mitigate, as required by HIPAA, HITECH, state law and this agreement, to the extent practicable, any harmful effect that is known to VENDOR INC. of a breach, improper use or unauthorized disclosure reported pursuant to subsection D of this section, including, without limitation, paying for the costs of mitigation and credit monitoring services.

2. VENDOR INC. will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted state law regarding mitigation of privacy breaches, and shall ensure by written contract that any subcontractor or agent with whom it contracts to carry out the provisions of the Underlying Contract also complies with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches.

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

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

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

* 1. Access. At the direction of ETF, VENDOR INC. agrees to provide access to any Protected Health Information held by VENDOR INC. which ETF has determined to be part of ETF’s Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its access obligations under HIPAA and HITECH. All fees related to this access, as determined by VENDOR INC., are the responsibility of the individual requesting the access.

2. Amendment. At the direction of ETF, VENDOR INC. agrees to amend or correct Protected Health Information held by VENDOR INC. and which ETF has determined to be part of ETF’s Designated Record Set, in the time and manner designated by ETF, so that ETF may meet its amendment obligations pursuant to HIPAA and HITECH. All fees related to this amendment, as determined by VENDOR INC., are the responsibility of the individual requesting the access.

3. Documentation of Disclosures. VENDOR INC. agrees to document such disclosures of Protected Health Information and information related to such disclosures so that ETF may meet its obligations under HIPAA and HITECH.

4. Accounting of Disclosures.

1. VENDOR INC. shall maintain a process to provide ETF an accounting of disclosures of Protected Health Information for as long as VENDOR INC. maintains Protected Health Information received from or on behalf of ETF. VENDOR INC. agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.
2. Each accounting will provide:
3. The date of each disclosure;
4. The name and address of the organization or person who received the Protected Health Information;
5. A brief description of the Protected Health Information disclosed; and
6. For disclosures other than those made at the request of the subject, the purpose for which the Protected Health Information was disclosed and a copy of the request or authorization for disclosure.
7. For repetitive disclosures which VENDOR INC. makes to the same person or entity, including ETF, for a single purpose, VENDOR INC. may provide:
8. The disclosure information for the first of these repetitive disclosures;
9. The frequency or number of these repetitive disclosures; and
10. The date of the last of these repetitive disclosures,

VENDOR INC. will make a log of this disclosure information available to ETF within five (5) business days of ETF’s request.

1. VENDOR INC. need not record disclosure information or otherwise account for disclosures of Protected Health Information 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 Protected Health Information, 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 Protected Health Information;
      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.
2. Disclosure Tracking Time Periods. Except as otherwise provided in this paragraph, VENDOR INC. must have available to ETF the disclosure information required by this section, but in no case will VENDOR INC. be required to have available information from:
3. More than six (6) years before ETF’s request for the disclosure information; or
4. Any period during which VENDOR INC. did not provide services to ETF.
5. Disclosure Tracking for Disclosures made through Electronic Health Records: VENDOR INC. only needs to provide disclosures for Treatment, Payment or Health Care Operations made through an Electronic Health Record for three years prior to the date on which the accounting is requested. VENDOR INC. shall provide all information necessary for ETF to provide an accounting that includes all information required by regulations issued pursuant to HIPAA and HITECH.
6. Effective Date: The effective date for accounting required under subsection 6 depends on the date ETF acquires an Electronic Health Record. If ETF had an electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF on or after January 1, 2014. If ETF does not have an Electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF after the later of January 1, 2011 or the date ETF acquires an Electronic Health Record.
7. **Accounting to ETF and Government Agencies.**  VENDOR INC. will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to

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

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

**PART II –ETF OBLIGATIONS**

**A. Changes in Permissions to Use and Disclose Protected Health Information.** ETF shall promptly notify VENDOR INC. of any change in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such change may affect VENDOR INC.’s use or disclosure of such Protected Health Information.

**B. Changes in ETF’s Notice of Privacy Practices.** ETF shall provide VENDOR INC. with a copy of ETF’s Notice of Privacy Practices and shall notify VENDOR INC. of any change made to the Notice of Privacy Practices, to the extent that such change may affect VENDOR INC.’s efforts to comply with this Agreement.

**C. Changes in State Law.** ETF shall notify VENDOR INC. of any relevant change in Wisconsin law, to the extent that such change may affect VENDOR INC.’s efforts to comply with this Agreement.

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

**A. Term.** This Agreement becomes effective on the effective date of the Underlying Contract. The Agreement is co-extensive with the term of the Underlying Contract, including any extensions made to the original Underlying Contract.

**B. Termination for Breach.** ETF shall have the right to terminate the Underlying Contract and this Agreement if VENDOR INC., by pattern or practice, materially breaches any provision of this Agreement.

**C. Reasonable Steps to Cure Breach.** In addition to the right to terminate this Agreement and Underlying Contract pursuant to section B, above, ETF may provide VENDOR INC. with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.

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

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

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

2. If VENDOR INC. destroys Personal Information, it shall be done with the use of technology or methodology that renders the Personal Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance for the destruction of Protected Health Information. Acceptable methods for destroying Personal Information include: (i) paper, film, or other hard copy media shredded or destroyed in order that Personal Information cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of Protected Health Information, unless the information is properly redacted so as to be fully de-identified.

3. If VENDOR INC. believes that the return or destruction of Personal Information is not feasible, VENDOR INC. shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, VENDOR INC. shall extend the protections of this Agreement to Personal Information received from or created on behalf of ETF, and limit further uses and disclosures of such Personal Information, for so long as VENDOR INC. maintains the Personal Information.

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

**PART IV – GENERAL PROVISIONS**

1. **Conflict.**  The provisions of this Agreement override and control any conflicting provision of the Underlying Contract. All non-conflicting provisions of the Underlying Contract remain in full force and effect.

**B. Election to Not Treat As Representative.** Nothing in this Agreement shall be construed to limit the discretion of ETF, under 45 C.F.R. § 164.502 (g) (5), to elect not to treat a person as the representative of an individual.

**C. No Third Party Beneficiaries**.Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any entity other than ETF and VENDOR INC., any rights, remedies, obligations or liabilities whatsoever.

**D. Documentation.** All documentation that is required by this Agreement or by 45 C.F.R. Part 164 will be retained by VENDOR INC. for six (6) years from the date of creation or when it was last in effect, whichever is longer.

**E. Survival.** The parties’ obligations and rights, with respect to VENDOR INC.’s engagement to provide services, will be unaffected by the termination of the Underlying Contract and this Agreement. In particular, the provisions of Part III, Sections D and E, and this section, shall survive termination of the Underlying Contract and this Agreement.

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Authorized Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

(Print or type)

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

(Signature of authorized person)