State of Wisconsin

DOA-3261 (R08/2003)

s. 16.75, Wis. Statutes

|  |  |
| --- | --- |
| **BIDS MUST BE SEALED AND ADDRESSED TO:**Department of Employee Trust FundsP.O. Box 7931Madison, WI 53707-7913 | Bid envelope must be sealed and plainly marked in lower left corner with due date and **Request for Bid ETD0006**. Late bids shall be rejected. The soliciting purchasing office on or before the date and time that the bid is due MUST date and time stamp bids. Bids dated and time stamped in another office shall be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Vendor should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for 180 days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.  |
| REQUEST FOR BID ETD0006 – Board Election Services |
| THIS IS NOT AN ORDER | Bids MUST be in this office no later thanOctober 18, 2013 at 3:00 PM, CDT | Public Opening [ ]  |
| VENDOR (Name and Address)     | No Public Opening [x]  |
| Name (Contact for further information) Kristen Schipper |
| Phone (608) 261-0737 | Date September 30, 2013 |
| Quote Price and Delivery FOB Madison, WI |
| Description: Request for Bid (RFB) ETD0006 seeks a provider for Board Election Services. RFB ETD0006 amendments and questions and answers will be posted on the ETF website <http://etfextranet.it.state.wi.us/> and will not be mailed. |
| Payment Terms:       | Delivery Time:       |
|  We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified. If you have questions concerning the certification process, contact the Minority Business Certification Program, 101 E Wilson St, 6th Floor, Madison, WI 53707; Tel: (608) 267-9550; Fax: (608) 267-0600;**DOABDMBD@Wisconsin.gov**.  **Does Not Apply to Printing Bids**.  We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605. Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. Yes No UnknownIn signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids 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 Bid and all terms of our bid. |
| Name of Authorized Company Representative (Type or Print)      | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date | Federal Employer Identification No. | Social Security No. if Sole Proprietor (Voluntary) |
|       |       |       |

**Request for Bids (RFB) ETD0006**

**Election Services**



Issued by the State of Wisconsin

Department of Employee Trust Funds

Release Date: September 30, 2013

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# Bidding Procedures and Requirements

## RFB Information

This Request for Sealed Bid is issued by the Department of Employee Trust Funds for Board Election Services - Online, Telephone, and Paper Ballot Processes. This procurement is authorized under Chapter 16 of the Wisconsin State statutes.

The Department of Employee Trust Funds (ETF) is a Wisconsin state agency that administers retirement, health, life, income continuation, long-term disability, and long‑term care insurance programs for 570,000 state and local government employees and annuitants.

This section of the Request for Bid (RFB) details the procedures the bidder must follow to submit a bid.

**Please note that this is a bid and not a proposal.** The work to be performed by the vendor is described in great detail in this bid document. Although a complete work plan is provided in this document, the Department and the vendor have the flexibility to agree on changes that will enhance the process or offer greater efficiencies. The objective is for bidders to provide adequate documentation in a succinct format that demonstrates ability and willingness to provide the service and abide by the terms of this bid. The least cost responsible bidder will be awarded the contract pending contract signing.

### Procuring and Contracting Agency

This RFB is issued by the Department of Employee Trust Funds, 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 bidders are prohibited from contacting any person other than the individual listed here regarding this RFB. Violation of this requirement may result in the bidder being disqualified from further consideration.

 Express delivery: Mail delivery:

Kristen Schipper, Purchasing Agent Kristen Schipper, Purchasing Agent

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

 801 West Badger Road P.O. Box 7931

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

Telephone: (608) 261-0737

 E-mail: ETFProcurement@etf.wi.gov

### Definitions

The following definitions are used throughout the RFB:

**Application** means ***both*** the telephone and online system that voters will use.

**Bidder/vendor/contractor** means a firm or individual submitting a bid in response to this RFB.

**Electronic** means ***both*** telephone and online parts of the application that voters will use.

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

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

**RFB** means Request for Bids.

**State** means State of Wisconsin.

**Submit/cast a vote** means to physically count the vote as part of the election results.

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

### Clarification of the Specifications and Requirements

Any questions concerning this RFB must be submitted via e-mail to ETFProcurement@etf.wi.gov on or before the date identified in Section 1.1.5, to the individual identified in Section 1.1.1. Bidders are expected to raise any questions they have concerning the RFB at this point in the process. Questions are to be submitted as an MS Word document using the format specified below:

Table Format for Submission of Clarification Questions

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

All questions must include the name of the firm and the person submitting the questions. A compilation of all questions and answers, along with any RFB addenda, will be posted to the ETF Extranet (see below) no later than the date indicated in Section 1.1.5.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the bidder should immediately notify the individual identified in Section 1.1.1 of such error and request modification or clarification of this RFB document.

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

### Reasonable Accommodations

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

### Calendar of Events

Listed below are the important dates by which actions related to this RFB 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 RFB via the ETF Extranet listed in Section 1.1.3. No other formal notification will be issued.

Table 2 Calendar of Events

|  |  |
| --- | --- |
| Date | Event |
| September 30, 2013 | ETF Issues RFB |
| October 4, 2013 | Vendor Questions and Letter of Intent Due |
| October 11, 2013 | ETF Posts Answers to Questions on ETF Extranet |
| **October 18, 2013 3:00 P.M. CDT** | **Bids Due** |
| October 25, 2013 | ETF Notifies Vendors of Intent to Award Contract |
| November 4, 2013 | Contract Starts |

### Letter of Intent

A letter of intent indicating that a bidder intends to submit a response to this RFB should be submitted to the Department by the date indicated in Section 1.1.5. In the letter, identify the bidder'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 bidder's behalf. Bidders should submit the letter of intent via email to the address in Section 1.1.1. The letter of intent does not obligate the bidder to submit a response.

### Contract Term

The contract is proposed to be effective November 4, 2013, and will extend through November 4, 2014, with an option, by mutual agreement of ETF and the selected vendor, to renew for up to two additional one-year periods. Cost increases for any contract renewals are capped at 3% per year or the rate of inflation per year as figured by the Department (whichever is lower) unless justified by the contractor and otherwise agreed to by the Department. The Department will consult the National (U. S. City Average) consumer price index for all urban consumers (CPI-U).

### 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 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.

### VendorNet Registration

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

###  Business Associate Agreement

A Business Associate Agreement must be entered into with the vendor and the Department at the time a contract is issued. It is the intention of the agreement to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards on the confidentiality of personal information.

## Preparing and Submitting a Bid

### General Instructions

The evaluation and selection of a vendor will be based on the information submitted in the bid, references, oral presentations (if requested), and the vendors’ responses to requests for additional information or clarification.

**Failure to respond to each of the requirements of this RFB may be the basis for rejecting a bid.**

Elaborate (e.g. expensive artwork), unreasonably long or verbose bids beyond that sufficient to present a complete and effective bid, 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 RFB.

### Submitting the Bid

**Vendors must submit one (1) original (marked “Original”) and five (5) complete paper copies of the bid to the address listed in 1.1.1 by the deadline listed in 1.1.5.**

**Two (2) complete un-locked and non-password protected electronic copies (i.e., MS Word) of the bid 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 bid must follow the format indicated in Section .

Bids submitted via fax or email will not be accepted.

Receipt of a bid by the State mail system does not constitute receipt of a bid for purposes of this RFB.

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

* “[Bidder's Name and Address]”
* Title: ETD0006 Board Election Services
* Bid Due Date: October 18, 2013 3:00 P.M. CDT

### Bid Organization and Format

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

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

Bidders responding to this RFB must comply with the following format requirements.

1. BIDDER CHECKLIST: Complete the bidder checklist provided as Appendix A to this RFB and include it with your bid.
2. SIGNED COVER SHEET (DOA 3261): Complete DOA 3261, the first page in this bid document, and include it with your bid.
3. Tab 1 - TRANSMITTAL LETTER: A signed transmittal letter must accompany the bid. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:
	1. Name, signature and title of bidder’s authorized representative
	2. Name and address of company
	3. Telephone number, fax number, and e-mail address of representative
	4. Title and RFB number: ETD0006 Board Election Services
	5. Executive Summary
4. Tab 2 – REQUIRED FORMS: The vendor must complete and/or include the following required State of Wisconsin forms:
	1. Mandatory Requirements – Appendix B
	2. Designation of Confidential and Proprietary Information – Appendix C
	3. Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) – Appendix D
	4. Vendor Information (DOA-3477) and Reference Sheets (DOA-3478) – Appendix E. Vendor must have two or more years experience providing online and telephone voting systems to public entities and/or retirement systems where the number of potential voters was 100,000 or more. The references on your Reference Sheet must validate this experience. Each reference must identify the vendor and any subcontractor(s) who assist(ed) the vendor with that reference.

Note: Although these clients shall serve as the primary references for purposes of this RFB, the Department specifically reserves the right to contact **any** clients or past clients for information about the firm's performance under past and present contracts.

1. Tab 3 - RESPONSE TO SECTION 3: Mandatory Bidder Qualifications and Terms: Provide a point-by-point response to each and every statement in Section 3. Tab 3 must exactly follow the same numbering system, use the same headings, and address each point in Section 3. Bidders should display each requirement immediately preceding the response to that requirement. Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your bid being rejected.
2. Tab 4 – 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 bid it relates to. **Any assumption or exception made but not included in this Tab 4 will be invalid.** Exceptions to the Department’s contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. **If exceptions to the standard terms 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:
	* RFB Assumption(s)
	* RFB Exception(s)
	* Standard Term Exception(s)
3. **Tab 5 – COST WORKSHEET: Cost WorkSheet located in Appendix F. Failure to provide a cost using the exact form provided in Appendix F will result in your bid being disqualified and rejected.**

### Multiple Bids

Multiple bids from a vendor are not permissible.

### Contacting Vendor References and Conducting Site Visits

By submitting a bid in response to this RFB, 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.

## Bid Review and Award Process

### Preliminary Evaluation

Bids 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 bid as specifically outlined in this document may result in rejection of the bid.

### Award Methodology

The least cost responsible bidder that meets all the mandatory requirements will be awarded the bid based on the information contained on the submitted Cost Worksheet under TOTAL & COST BASIS FOR AWARD, including the online voting and telephone voting costs. Bids that do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the Department.

A committee comprised of State personnel will verify that bidders meet all requirements in this

RFB. The Department may request reports on a vendor's financial stability, and if financial

stability is not substantiated, may reject a vendor's bid. The Department may request

demonstrations of the vendor's proposed products(s) and/or service(s), and review results of

past awards to the vendor by the State of Wisconsin.

The Department retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB.

Award will be made to the least cost responsible bidder(s).

“Responsibility” is determined at the time bids are evaluated, using criteria which may include

an assessment of whether the bidder will be able to meet the specifications of the RFB.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid

preference in accordance with Wis. Stats. s. 16.75(3m).

### Notice of Award

All vendors who respond to this RFB will be notified of ETF’s intent to award the contract as a result of this RFB.

### Right to Reject Bids

This RFB does not commit the Department to awarding a contract, or pay any cost incurred in the preparation of a bid in response to this RFB. The Department reserves the right to reject any and all bids. The Department may negotiate the terms of the contract, including the award amount, with the least cost responsible bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the least cost responsible bidder, the Department may negotiate a contract with the next least cost responsible bidder and so on.

### Appeals Process

Appeals will not be received for transactions $50,000 or less. Notices of intent to protest and protests must be made in writing.  Protestors should make their protests as specific as possible and must identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

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

Robert J. Conlin, Secretary

Department of Employee Trust Funds

P.O. Box 7931

Madison, WI  53703-7931

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

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

# agency and program history

This section is for informational purposes; no response is required from the bidder.

Five statutory boards oversee ETF: the Employee Trust Funds Board, the Wisconsin Retirement Board, the Teachers Retirement Board, the Group Insurance Board and the Deferred Compensation Board.

The ETF Board is the overall governing body and has 13 members. Two seats are elected, one by retirees and the other by non-teaching employees of public school districts and technical colleges. The ETF Board sets policy for the Department of Employee Trust Funds (ETF); appoints the ETF Secretary; approves tables used for computing benefits, contribution rates and actuarial assumptions; authorizes all annuities except for disability; approves or rejects ETF administrative rules; and generally oversees the benefit programs, except group insurance and deferred compensation.

The Teachers Retirement Board has 13 members, but only nine elected seats. It advises the ETF Board on retirement and other benefit matters involving public school, vocational, state and university teachers; acts on administrative rules; authorizes or terminates teacher disability benefits; and hears disability benefit appeals.

In the past, ETF conducted elections for the ETF and Teachers Retirement boards via paper ballot. ETF mailed ballots to voters, which the voters completed and returned via mail. Terms for board members are staggered and are either four-year or five-year terms. Elections are held when there are more qualified nominees than available seats.

In 2013, ETF conducted an Annuitant (Retired) Teacher Member election for 68,189 potential voters. Postage was $23,992.05, and election services were $17,689.58 for a total of $41,681.63. The response rate was an average of 1100 responses per day for the 19 days of the election.

Going forward, ETF plans to automate the election process for the ETF Board and the Teachers Retirement Board. Recent updates to ETF Admin Code 10.10 allow for electronic voting. Once ETF offers voters the option to vote online or via telephone, ETF believes this will increase voter participation, accustom members to doing business with ETF online, decrease invalid ballots, and save paper, printing, and postage costs.

For additional information, please review the following Web site:

Table 3 Reference Materials

|  |  |
| --- | --- |
| Document | Web Address |
| Employee Trust Funds Internet Site | <http://etf.wi.gov/> |

# mandatory bidder qualifications and Terms

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

The bidder’s services must be able to be performed according to the requirements contained in this RFB. All resources necessary are to be provided by the bidder and included on the Cost Worksheet.

This includes organization competency in maintaining a viable election process, call center, communication strategy, software/online system and the ability to provide the required security and quality control to safeguard member information and ensure a quality product will be produced.

The bidder must provide sufficient detail for the Department to understand how the vendor will comply with each requirement.

## Bidder Background and General Information

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

* A general description of the bidder, including size, number of employees, number of offices and locations, primary business, other business or services, type of organization (franchise, corporation, partnership, etc.), number and type of clients, number of elections you host per year and number of eligible voters in each, and other descriptive material.
* Highlight any acquisitions, and/or mergers or other material developments (changes in ownership, personnel, business, etc.) pending now or that occurred in the past five years at your company.
* Provide certification that the firm has not been in bankruptcy and/or receivership within the last five calendar years.
* Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm. During the past five years, has the firm been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct? ETF reserves the right to reject a response based on this information.
* Bidder must name who would be ETF’s main contact and relationship manager. This person must be available for meetings with ETF staff and the boards involved and make their staff available as well upon ETF’s request. Bidders must affirm their commitment to effective communication with ETF.
* Vendors should provide copies of
* Generic paper materials (including sample paper ballots),
* Audio recordings of phone script samples for review,
* Internet voting samples, including a step-by-step outline of the Internet voting process and screen shots,
* Sample of an election return and statistical report. For example, here is one layout of the data points ETF requires on a report. Vendor must affirm they can provide a report with the same data points and layout:



* 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.

If any services required under this contract are going to be subcontracted, identify each subcontractor and provide:

* Their phone number.
* Statement of what duties that subcontractor would perform under this contract.
* Set of three references for each subcontractor.
* A statement as to whether or not the services outlined in these specifications can be performed using the bidder’s present staff and computer equipment/software/technology.
* Describe what you believe are your company’s strengths regarding client service; what distinguishes your company from your competitors?
* Describe your business recovery plan as it relates to the equipment, software and data and personnel which would be used in providing the services described in this RFB. Describe your disaster recovery and alternate work site plans and relationships with key business partners. Describe the results of any disaster recovery testing, including the amount of time needed to transfer operations to an alternate site, if any. To the extent any operations are provided through outside vendors, please describe how you intend to assure quality delivery of these services in the event of a failure. Detail how your backup communications system operates in the event electronic communications become inoperable.
* Describe the many ways your firm has authenticated voters in past elections to ensure
* The voter is on the eligible list of voters.
* The voter is who they say they are.

## Project Scope

### Upcoming Elections

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Year in Review** | **Affected Board** | **Statutory Authority for elected seat** | **Current Seat Holder(s)** | **Eligible Voters** |
| 2014 | Teachers Retirement Board | § 15.165 (3)(a)1 Elected by public school teachers | (2 available seats)(5-year term) | Public school teachers (Approx. 80,000) |
| 2015 | Employee Trust Funds Board | §15.16 (1)(d) Elected by Wisconsin Retirement System (WRS) annuitants | (1 available seat)(4-year term) | WRS annuitant as defined for purposes other than life insurance under § 40.02 (4)(Approx. 310,000) |
| 2015 | Employee Trust Funds Board | §15.16 (1)(f) Elected by educational support personnel | (1 available seat)(4-year term) | WRS participant who is either a public school district support personnel employee or a technical college district educational support employee(Approx. 50,000) |
| 2015 | Teachers Retirement Board | § 15.165 (3)(a)7 Elected by Milwaukee public school teachers who are participants | (1 available seat)(5-year term) | City of Milwaukee teacher who is a participant in WRS(Approx. 10,000) |
| 2016 | Teachers Retirement Board | § 15.165 (3)(a)1 Elected by public school teachers | (2 available seats)(5-year term) | Public school teachers(Approx. 80,000) |
| 2017 | Teachers Retirement Board | § 15.165 (3)(a)1 Elected by public school teachers | (2 available seats)(5-year term) | Public school teachers(Approx. 80,000) |
| 2018 | Teachers Retirement Board | § 15.165 (3)(a)6 Elected by annuitants who were teacher participants | (1 available seat)(5-year term) | Annuitant who was a teacher participant in WRS(Approx. 65,000) |
| 2018 | Teachers Retirement Board | § 15.165 (3)(a)2 Elected by participating Wisconsin Technical College teachers  | (1 available seat)(5-year term) | Public school teacher from a participating Wisconsin Technical College district and a participating employee in WRS(Approx. 8,000) |

* When the number of nominated candidates exceeds the seats available, ETF holds an election to determine which candidate(s) will fill the available seat(s). When the number of nominated candidates is less than the open number of seats, ETF will reannounce the vacancy. If the number of successfully nominated candidates exceeds the seats available after the reannouncement, an election can be held off schedule.
* Different Board member seats hold different membership requirements. Some seats are held due to appointment by the Governor, appointment by another Board, election, or Ex Officio based on a position held. The Deferred Compensation board, the Group Insurance Board, and the Wisconsin Retirement Board do not have any elected seats.
* Vendors must affirm their understanding of this election timetable and that ETF cannot guarantee any given election will be necessary.

### Project Timeline

The Department and vendor tasks and responsibilities shall be completed according to the following schedule, which vendors must affirm. The first election ETF may need to conduct will be for two public school teacher seats on the Teachers Retirement Board. ETF will know if an election is necessary after the deadline for filing nomination papers on November 1, 2013.

Table 4 Project Timeline

|  |  |
| --- | --- |
| Date | Event |
| 1 October 2013 | Call for Candidates |
| 1 November 2013 | Candidate Nomination Papers Due |
| 4 November 2013 | Contract Begins |
| 20 November 2013 | Statement of Work With Vendor Complete |
| 21 November 2013 | Direct BITS as to What Voter Data Will Be Included |
| 5 December 2013 | Provide Update at ETF Board Meeting |
| 8 January 2014 | ETF & Vendor Complete Telephone Scripts |
| 8 January 2014 | ETF & Vendor Complete Web Materials |
| 22 January 2014 | ETF Creates Eligible Voter List |
| 22 January 2014 | User Acceptance Testing Complete |
| 31 January 2014 | Online Screens and Voting Telephone Lines Open |
| 3 February 2014 | Voting Begins |
| 17 February 2014 | Voting Closed |
| 1 March 2014 | Vendor’s Tabulation/ Results Certified Report Due to ETF |
| 27 March 2014 | Election Committee Certifies Election Results |
| 27 March 2014 | Election Committee Reports Results to the Board |
| 27 March 2014 | Candidates Notified of the Results via Certified Mail |
| 1 May 2014 | New Terms Begin |
| 4 November 2014 | Contract Ends – Potential for Two, One-Year Renewals |

### Security and Privacy

Describe the ability of your organization to perform quality checks on any work performed by sub-contractors, on returned data. Also describe how your organization will protect respondent confidentiality and comply with HIPAA data security and privacy requirements. Note that the Department takes the security and privacy of member data very seriously. Should a vendor fail to properly protect private information, any cost ETF pays to mitigate the data breach will be subtracted from the total contract price. The vendor is responsible for taking timely action and must absorb the cost of mitigating the damages to affected members. The selected vendor must have a secure electronic method for exchanging files with the Department or agree to use the Department’s secured FTP site. The selected vendor will be required to sign the Department’s Business Associate Agreement (Appendix H) regarding the privacy and security of data and agree to the terms in the Department’s Information Confidentiality and Security Requirements (Appendix G).

### Quality Control

Describe your organization’s quality control procedures for keeping good records, documenting business processes, checking for errors, and reviewing processes for effectiveness and opportunities to improve. Describe how your quality control processes would be applied to each stage of this project.

## Services and Deliverables Required

### Business Application Requirements

These are listed in Appendix B. The requirements are mandatory, unless otherwise noted, and must be met by all vendors submitting bids. **Failure to comply with one or more of the mandatory requirements may disqualify your bid. Your response to each item in Appendix B is a mandatory requirement, and failure to respond with either “agree” or “disagree” may result in your bid being rejected.** If you cannot agree to each item listed, you must so specify along with the reason in Bid Tab 4 – Assumptions and Exceptions – of your bid response. ETF may consider your bid only if the issue is addressed in Bid Tab 4. A “disagree” to a mandatory requirement may still result in your bid being rejected.

All requirements listed in Appendix B apply to both the online and telephone parts of the application unless the particular requirement specifies it applies to one or the other, or neither because it specifies paper.

Note: Your completed Appendix B must be in Tab 2 – Required Forms as the first item. You need not include a duplicate completed Appendix B in Tab 3 – Response to Section 3, in your response to Section 3.3.1. It will suffice to affirm your completed Appendix B is in Tab 2 – Required Forms.

## Special Terms and Conditions

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

### Legal Relations

* The vendor 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.
* In carrying out any provisions of this RFB or in exercising any power or authority granted to the vendor thereby, there shall be no liability upon the Department, it being understood that in such matters that the Department acts as an agent of the state.
* The vendor accepts full liability and agrees to hold harmless the Department, its employees, agents and vendors for any act or omission of the vendor, or any of its employees, in connection with this contract.
* No employee of the vendor may represent himself or herself as an employee of the Department.

### Termination of Contract

* The Department may terminate any contract issued as a result of this RFB at any time at its sole discretion by delivering 30 calendar days written notice to the vendor.
* Upon termination, the Department's liability shall be limited to the prorated cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Department.
* In the event that the vendor terminates this contract, for any reason whatsoever, it shall refund all payments made hereunder by the Department to the vendor for work not completed or not accepted by the Department. Such termination shall require written notice to that effect to be delivered by the vendor to the Department not less than 30 days prior to said termination.

### Ownership of Materials

* Except for medical records as defined by Wis. Admin. Code § ETF 10.01 (3m), all information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of services under this contract shall be furnished to the vendor and shall be returned to the Department upon completion of the contract. The vendor shall not use it for any purpose other than carrying out the work described in the contract. The Department shall not disclose medical records.
* It is agreed that the Department will be furnished without additional charge all data, models, information, reports and other materials associated with and generated under this contract by the vendor.
* The Department shall solely own all customized software, documents, and other materials developed under this RFB. Use of software, documents, and materials by the vendor shall only be with the prior written approval of the Department.
* If used in conjunction with program revenue generating activities with third parties, the Department, vendor, and such third party shall negotiate fee arrangements, which shall include recovery by the Department of development costs associated with the software, documents, or other materials.
* Additional costs to modify software, documents, or other materials developed under this RFB to meet specific requirements of third parties shall be the responsibility of such third parties.

### Continuance of RFB

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

### Confidentiality of Participant Records

In addition to the requirements of this section, please refer to the Business Associate Agreement in Appendix H for additional privacy and security requirements.

* (As provided by Wis. Stat. § 40.07 and Wis. Admin. Code § 10.70 (1) and by HIPAA, individual personal information in the Department's records (including but not limited to address, social security number, birth date, marital status, earnings, Wisconsin Retirement System (WRS) contributions, WRS interest crediting, beneficiary designations, WRS creditable service and medical information), is not a public record and must be kept confidential. Confidential information may be disclosed to the vendor under this contract as the Department determines is necessary for the proper administration of this contract, as provided by Wis. Stat. § 40.07 (1) (d) and (3).
* The vendor agrees to maintain the strict confidentiality of individual records supplied to the vendor or its employees under this RFB. In addition, the vendor will only share confidential information with its employees and subcontractors on a need to know basis.
* The vendor agrees not to disclose any information furnished to the vendor or its employees, by the Department including any information derived directly or indirectly from information furnished by the Department to any person or entity of any description who is not a party to this RFB without express, written approval of the Secretary of the Department in advance.
* Under no circumstances are participant names, addresses, or other data to be used or made available for any purpose other than specifically provided for in this contract.
* All media in the possession of the vendor including, but not limited to diskettes, CD’s, and written documents containing confidential participant information shall be destroyed or turned over to the Department within 60 calendar days of the completion of this contract. The vendor shall furnish to the Department a written certification that all such media have been destroyed or returned to the Department, unless the Department makes any exceptions to this requirement in writing.

### Payment Terms

* Invoices must be itemized by cost worksheet categories of expenses actually incurred.
* Invoices must be submitted to the following address:

Accounts Payable

Department of Employee Trust Funds

P.O. Box 7931

Madison, WI 53707-7931

or

Email: ETFAccountsPayable@etf.wi.gov

* Approved payment will be made to the vendor within 30 calendar days of receipt of a proper invoice.

###

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 Worksheet

APPENDIX G Information Confidentiality and Security Requirements

APPENDIX H Business Associate Agreement

Appendix A
Bidder’s Checklist

**RFB ETD0006**

**Mandatory**

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

( ) BIDDER CHECKLIST: Complete the bidder checklist provided as Appendix A to this RFB and include it with your bid.

( ) SIGNED COVER SHEET (DOA 3261): Complete DOA 3261, the first page in this bid document, and include it with your bid.

( ) Tab 1 - TRANSMITTAL LETTER: A signed transmittal letter must accompany the bid. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:

1. Name, signature and title of bidder’s authorized representative
2. Name and address of company
3. Telephone number, fax number, and e-mail address of representative
4. Title and RFB number: RFB ETD0006 Board Election Services
5. Executive Summary

( ) Tab 2 – REQUIRED FORMS: The vendor must complete and/or include the following required State of Wisconsin forms:

1. Mandatory Requirements – Appendix B
2. Designation of Confidential and Proprietary Information – Appendix C
3. Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) – Appendix D
4. Vendor Information (DOA-3477) and Reference Sheets (DOA-3478) – Appendix E. Vendor must have two or more years experience providing online and telephone voting systems to public entities and/or retirement systems where the number of potential voters was 100,000 or more. The references on your Reference Sheet must validate this experience. Each reference must identify the vendor and any subcontractor(s) who assist(ed) the vendor with that reference. Note: Although these clients shall serve as the primary references for purposes of this RFB, the Department specifically reserves the right to contact **any** clients or past clients for information about the firm's performance under past and present contracts.

( ) Tab 3 - RESPONSE TO SECTION 3: Mandatory Bidder Qualifications and Terms: Provide a point-by-point response to each and every statement in Section 3. Tab 3 must exactly follow the same numbering system, use the same headings, and address each point in Section 3. Bidders should display each requirement immediately preceding the response to that requirement. Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your bid being rejected.

( ) Tab 4 – 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 bid it relates to. **Any assumption or exception made but not included in this Tab 4 will be invalid.** Exceptions to the Department’s contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. **If exceptions to the standard 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:

* + RFB Assumption(s)
	+ RFB Exception(s)
	+ Standard Term Exception(s)

( ) **Tab 5 – COST WORKSHEET: Cost WorkSheet located in Appendix F. Failure to provide a cost using the exact form provided in Appendix F will result in your bid being disqualified and rejected.**

PROPOSING VENDOR NAME: DATE:

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

AUTHORIZED REPRESENTATIVE:

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

Appendix B
Mandatory Requirements

**RFB ETD0006**

**Mandatory**

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

The following requirements are mandatory, unless otherwise noted, and must be met by all vendors submitting bids. **Failure to comply with one or more of the mandatory requirements may disqualify your bid. Your response to each item in Appendix B is a mandatory requirement, and failure to respond with either “agree” or “disagree” may result in your bid being rejected.** If you cannot agree to each item listed, you must so specify along with the reason in Bid Tab 4 – Assumptions and Exceptions – of your bid response. ETF may consider your bid only if the issue is addressed in Bid Tab 4. A “disagree” to a mandatory requirement may still result in your bid being rejected.

All requirements listed in Appendix B apply to both the online and telephone parts of the application unless the particular requirement specifies it applies to one or the other, or neither because it specifies paper.

|  |  |
| --- | --- |
| **MANDATORY REQUIREMENTS** | **Check One** |
| **Basic RFB Requirements** | **Notes** | **Agree** | **Disagree** |
| **RFB1** The Bidder meets the mandatory requirements as described in Section 3 of this RFB. |  |  |  |
| **RFB2** The Bidder agrees to adhere to all ETF Department standards, terms, policies and procedures. Any exceptions to this statement must be cleared, in writing, by ETF. |  |  |  |
| **RFB3** The Bidder has no conflict of interest with regard to any other work performed for the State of Wisconsin. |  |  |  |
| **RFB4** The Bidder adhered to the instructions in this RFB on preparing and submitting a bid. |  |  |  |
| **RFB5** The Bidder has not been suspended or debarred from performing government work. |  |  |  |
| **RFB6** During the past five years, the Bidder has not been involved with any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct. |  |  |  |
| **RFB7** The Bidder has two or more years experience providing online and telephone voting systems to public entities and/or retirement systems where the number of potential voters was 100,000 or more. The references on your Reference Sheet validate this experience. Each reference identifies the vendor and any subcontractor(s) who assist(ed) the vendor with that reference. Note: Although these clients shall serve as the primary references for purposes of this RFB, the Department specifically reserves the right to contact **any** clients or past clients for information about the firm's performance under past and present contracts. |  |  |  |
| **RFB8** The Bidder agrees to the terms in the Department’s Information Confidentiality and Security Requirements in Appendix G and Section 3.4.5, and agrees to execute, if awarded this bid, the Business Associate Agreement in Appendix H.  |  |  |  |
| **Eligible Voter Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ1** Ensure that only eligible voters are allowed to vote in an election. |  |  |  |
| **RQ2** Be able to receive from ETF a list of voters ETF has certified as eligible for each specific election. | Most likely this will be an electronically transmitted list of eligible voters for each election. |  |  |
| **RQ3** Confirm that the number of eligible voter records received from ETF is the number of eligible voter records sent by ETF. |  |  |  |
| **RQ4** Before a voter is allowed to vote, authenticate voter identity to ensure the voter has been certified as eligible to vote in this election.Only voters ETF has certified as eligible for a given election are allowed to vote in that election. | When Voter X begins the voting process, make sure that Voter X is one of the people ETF has certified as an eligible voter for this election. |  |  |
| **RQ5** Before a voter is allowed to vote, authenticate that the voter is actually the person certified as eligible to vote in this election. | When Voter X begins the voting process, make sure the person attempting to vote ***is*** Voter X. |  |  |
| **RQ30** ETF has not yet decided what information it will use or agree to use in the authentication process. You must describe your authentication process in Tab 3, your response to Section 3.1, last bullet. | All eligible voters will have an 8 digit Member ID (MID) number. |  |  |
| **RQ129** Allow the ability to add eligible voters to the database after the initial list is created. | Because ETF depends on employers to report current active employees, an eligible voter may not be included in the original list of eligible voters. In those cases, there must be a way to allow that voter to cast a vote. |  |  |
| **NON-MANDATORY RQ65** Provide "help" explanation description of who is eligible to vote in each election. | For example, only teachers who currently work for an employer enrolled in the WI Retirement System (WRS) are eligible to vote in the election for the active teacher seats on ETF's Teacher Retirement Board. |  |  |
| **Cast Vote Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ6** Each eligible voter must be allowed to cast a vote. |  |  |  |
| **RQ7** Each eligible voter may vote only once in each election. |  |  |  |
| **RQ8** Votes may be cast only for candidates on the official ballot. (Do not allow write-in candidates.) |  |  |  |
| **RQ9** In some elections allow voter to vote for more than one candidate per ballot. | In some elections, a voter may vote for only one candidate per ballot. In other elections, a voter may vote for more than one candidate on the ballot. |  |  |
| **RQ66** When a voter tries to vote for more candidates than the election allows, present a message similar to this:"You may vote for only XX candidates in this election. Either change the number of candidates you selected and continue with the voting process, or stop and come back later." | If an online voter chooses to leave without submitting a vote, see RQ32. |  |  |
| **RQ78** Anytime up until the voter submits the vote, allow the voter to change the candidate(s) selected. |  |  |  |
| **RQ79** When a voter tries to submit a vote and has not selected any candidate, present a message similar to this;"You must vote for at least one candidate before you can submit your vote. Either change the number of candidates you selected and continue with the voting process, or stop and come back later." | If an online voter chooses to leave without submitting a vote, see RQ32. |  |  |
| **RQ136** When a voter tries to submit a vote and has selected fewer than the maximum number of allowable candidates, present a message similar to this;"You are allowed to vote for up to XX candidates. Do you wish to change the number of candidates you selected or continue with the voting process?" |  |  |  |
| **RQ63** Provide voters with a way to cast their votes electronically through an online application. |  |  |  |
| **RQ31** Provide voters with a way to cast their votes electronically via telephone. |  |  |  |
| **RQ35** Provide a toll free number for voters to use when choosing to vote via telephone. |  |  |  |
| **RQ32** When a voter attempts to leave the online voting page without completing the vote submission, present a warning message that they have not submitted their vote and require the voter to actively indicate they wish to leave without voting. |  |  |  |
| **RQ59** When voter attempts to leave the application without submitting the vote (RQ32) present a message similar to this, "You are not finished voting yet. Do you want to stop and leave without submitting your vote?" |  |  |  |
| **RQ34** Near the beginning of the telephone voting call, present message to voter similar to this. "After you vote, do not hang up until you receive confirmation that your vote has been counted." |  |  |  |
| **RQ60** After presenting message in RQ59, present voter with choice to submit vote or stop using the application. Choices should be similar to this; "I want to submit my vote.""I want to stop and come back later. I know I have not cast my vote and will need to start over." | RQ59 says, "When voter attempts to leave the application without submitting the vote (RQ32) present a message similar to this, "You are not finished voting yet. Do you want to stop and leave without submitting your vote?” |  |  |
| **RQ61** When a voter indicates they want to stay in the application and submit their vote, then allow the voter to continue the process. |  |  |  |
| **RQ62** When a voter indicates they want to stop and leave the application without voting, then allow the voter to exit the application. |  |  |  |
| **RQ57** When a voter successfully submits a vote either online or by telephone, present a message that their vote is complete. | Present this message when the vote has been submitted either online or by the telephone. |  |  |
| **RQ58** Application should be accessible so persons unfamiliar with technology, those with accessibility issues, and those with vision, hearing impairment, and other disabilities are able to cast their votes electronically. At a minimum application must meet Section 508 requirements. |  |  |  |
| **NON-MANDATORY RQ36** If possible, provide the application sized in a way that voters can cast their vote by using mobile devices. |  |  |  |
| **Manage Election Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ10** Allow for a date and time for voting to begin. | ETF will decide when the voting will begin. |  |  |
| **RQ11** Allow for a date and time for voting to stop. | ETF will decide when the voting will end. |  |  |
| **RQ12** Allow voting only during the specified start and stop time of the election. |  |  |  |
| **RQ138** Every voter already using the application at the close of the voting period, must be allowed to complete the voting process. |  |  |  |
| **RQ13** When people try to vote before the election has begun, provide information about the election start date and time.ETF envisions a message similar to this; “Come back on <date> at <time> when the election begins.” | ETF envisions that a message will be presented. |  |  |
| **RQ17** Allow voters who leave the voting application without casting a vote, whether online or telephone, to re-enter through the authentication process and cast a vote. | For example, if a person enters the application via telephone and does not cast a vote, that person can return to the application via either the internet or the telephone and vote; or vice versa. When a voter leaves the application without voting, the voter may "re-authenticate" and cast their vote using either venue. |  |  |
| **RQ67** When the application has timed out and the voter has not submitted a vote, allow the voter to re-enter through the authentication process and cast a vote. |  |  |  |
| **RQ68** When the application has technical problems and closes and the voter has not submitted a vote, allow the voter to re-enter through the authentication process and cast a vote. |  |  |  |
| **RQ137** When a voter accesses the application after casting a vote, present a message similar to this; "Your vote has already been counted. Thank you for voting." |  |  |  |
| **NON-MANDATORY RQ15** When people try to vote after the election has ended, provide information about the election end date and time. ETF envisions a message similar to this: “We’re sorry, the election ended on <date> at <time>.” |  |  |  |
| **NON-MANDATORY RQ76** Before authentication, the voter should be notified about the type of election. For example, the introductory screen to the Active Teacher election should display a message that says something similar to this: “This is the election for the Active Teacher seat on the Teacher Retirement Board for the WI Dept of Employee Trust Funds. You can vote in this election only if you are currently employed as a teacher by an employer enrolled in the Wisconsin Retirement System.”  |  |  |  |
| **Tally, Compile, and Distribute Election Results** **Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ18** At the end of each week throughout the election period, ETF needs to know the number of eligible voters who cast a vote.ETF also needs this information when the election ends. | ETF envisions this will be one report that shows each of the information elements described in RQ18, RQ21, RQ19, RQ20, RQ22, RQ23, RQ24. |  |  |
| **RQ21** At the end of each week throughout the election period, ETF needs to know the total number of votes cast in the election.ETF also needs this information when the election ends. |  |  |  |
| **RQ19** At the end of the election, ETF needs to know the number of votes cast for each candidate. |  |  |  |
| **RQ20** At the end of the election, ETF needs to know the percentage of votes cast for each candidate. |  |  |  |
| **RQ22** If possible to cast an invalid vote, ETF needs to know at the end of the election the total number of invalid votes. |  |  |  |
| **RQ23** If possible to cast an invalid vote, ETF needs to know at the end of the election the reason each vote was deemed invalid. |  |  |  |
| **RQ24** If possible to cast an invalid vote, ETF needs to know at the end of the election the total number of invalid votes in each invalid vote category type. |  |  |  |
| **RQ25** ETF needs to know this specific information about each vote; - Who cast the vote - For whom was the vote cast - Date vote was cast - Time vote was cast - Method used to cast vote (telephone, online, paper) - Whether vote was invalid | This information is necessary in case election results are challenged or there is a need for a recount. |  |  |
| **RQ26** Voting results must be tallied and received by the ETF Secretary's office within 5 business days after the end of the election. | ETF must receive the election results in time for the election committee to review the results before the next board date. |  |  |
| **RQ28** Vendor must verify and attest that only one vote was cast by each eligible voter who chose to vote. |  |  |  |
| **RQ29** ETF must receive ballots in an electronic format that allows ETF to retain and maintain them for one calendar year after the election results are certified by the ETF board. |  |  |  |
| **NON-MANDATORY RQ27** Voting results provided to ETF must be in electronic format. | For example, a CD. |  |  |
| **Hardware and Software Security Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ37** The voting application must be on a Web Server that supports any of the major security protocols that encrypt and decrypt messages to protect them against third party tampering. Major security protocols include SSL, SHTTP, PCT, and IPSec. |  |  |  |
| **RQ38** The voting application should reside on redundant or standby computer server, system, hardware component or network upon the failure or abnormal termination of the previously active application, server, system, hardware component, or network. Except for planned routine maintenance, expected application uptime is 24X7. |  |  |  |
| **RQ39** All data associated with the voting application should be encrypted at rest and in motion. |  |  |  |
| **RQ43** Any data that contains sensitive information must be protected from unauthorized users.For example:Prevent unauthorized access to the data in the voting application.Maintain and safeguard confidentiality of each vote.Maintain and safeguard confidentiality of eligible voter identification.Safeguard and protect all data transmissions. |  |  |  |
| **RQ45** Provide enough telephone lines for voters to access the voting application with no more than 10 seconds of wait time before connection to the application. |  |  |  |
| **RQ46** Provide enough server and bandwidth capacity to allow voters to access the voting application with no more than 5 seconds of wait time. |  |  |  |
| **RQ80** Safeguard procedures and allow access rights for only authorized voters on the online voting application. |  |  |  |
| **RQ53** Safeguard procedures and allow access rights for only authorized voters on the telephone access to the voting application. |  |  |  |
| **RQ54** Provide protection from loss, destruction, erasure, and breach of any data, files, reports, voter identification, or other information. |  |  |  |
| **RQ87** Keep log files of all application activity, by web or phone, and make them available to ETF upon request. |  |  |  |
| **RQ88** In the log file, record the IP address, user information, MAC address if available, timestamp, and success or failure of the voting attempt.  |  |  |  |
| **RQ91** Authorization is set by both successful authentication and no previous vote recorded for this unique account. |  |  |  |
| **RQ92** Use secured https traffic for all web activity. |  |  |  |
| **RQ93** Allow ETF to vulnerability scan the application prior to implementation to ensure no personal information is accessible through the system.  If ETF discovers critical vulnerabilities, remediate them prior to implementation. |  |  |  |
| **RQ96** Information that identifies eligible voters must be destroyed, removed from Vendor's system, within one week after the ETF Board certifies the election results. |  |  |  |
| **RQ97** The voting application must be restored within 2 hours of an unplanned outage. |  |  |  |
| **RQ99** Application should be accessible on major desktop and mobile browsers including, but not limited to, IE, Safari, Mozilla Firefox, Chrome, Opera supporting at least 2 versions backward. |  |  |  |
| **RQ125** ETF costs to mitigate damages due to vendor's failure to properly protect private information will be paid by the vendor as a subtraction from the total contract price. |  |  |  |
| **RQ131** Upgrades or migrations of the hardware, infrastructure support system, operating system software, database software, or other system software will NOT occur after the application has passed ETF user acceptance testing. |  |  |  |
| **RQ132** Vendor will maintain appropriate level of trained primary and backup resources to monitor, maintain, and restore both the application services and the infrastructure services. |  |  |  |
| **RQ139** Record and report to ETF dropped phone calls and busy phone calls. |  |  |  |
| **NON-MANDATORY RQ95** Provide audio instructions during wait time when using the telephone to access the voting application. | The listener should know the call is still active and they are on hold. |  |  |
| **NON-MANDATORY RQ89** If routine multiple voting attempts are made from the same IP and user, notify ETF and provide the logs for follow up. |  |  |  |
| **NON-MANDATORY RQ126** Allow voter to complete the voting process within no more than 2 minutes after connecting to the application whether by telephone or online. |  |  |  |
| **NON-MANDATORY RQ133** Daily, backup the application and data. |  |  |  |
| **NON-MANDATORY RQ134** Inform ETF of the problems that have been resolved by the vendor during the voting period. |  |  |  |
| **Prepare for Election Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ47** Distribute election materials to voters. |  |  |  |
| **RQ48** Provide instructions for how to vote by telephone. |  |  |  |
| **RQ49** Provide instructions for how to vote online. |  |  |  |
| **RQ81** Provide instructions for how to get more information and customer assistance for the telephone access method. |  |  |  |
| **RQ50** Provide instructions for how to get more information and customer assistance for the online access method. |  |  |  |
| **RQ51** ETF must review and approve all materials, online voting messages, audio scripts, and any other election information before they are presented to the voter. |  |  |  |
| **RQ52** ETF will approve the mailing class for all mailed materials associated with the election process. |  |  |  |
| **RQ82** Voter must be able to access candidate Biography information when voting via telephone. |  |  |  |
| **RQ64** Voter must be able to access candidate Biography information when voting via online. |  |  |  |
| **RQ74** ETF must be able to provide a link on ETF's website that allows users to go directly to the online voting application. |  |  |  |
| **RQ83** Brand the telephone access to the voting application so voters know it is an ETF election. |  |  |  |
| **RQ75** Brand the online access to the voting application so voters know it is an ETF election. |  |  |  |
| **Provide Support Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ41** Vendor will provide personnel who have the technical expertise to support the technical aspect of the system. | ETF envisions that this will be via toll-free telephone or live chat so the voter can have immediate assistance. |  |  |
| **RQ84** Vendor will provide a way for voters to contact the technical system support help personnel between 8:00am and 5:00pm Central Time, Monday through Friday, to report technical trouble with the voting application without cost to the voter. |  |  |  |
| **RQ42** Vendor will provide personnel who have the necessary knowledge to assist voters when they have questions about how to use the voting application. | ETF envisions that this will be via toll-free telephone or live chat so the voter can have immediate assistance. |  |  |
| **RQ85** Vendor will provide a way for voters to contact the application help personnel between 8:00am and 5:00pm Central Time, Monday through Friday, when they have questions about how to use the voting application without cost to the voter. |  |  |  |
| **RQ73** ETF must be able to run simultaneous elections. | For example, an election for the Public School Teacher's seat on the Teacher Retirement Board happens at the same time as an election for the Annuitant Teacher. |  |  |
| **RQ127** No routine maintenance windows should occur during the election period. |  |  |  |
| **RQ128** Emergency maintenance windows must be announced at least 30 minutes before the application closes for maintenance. | ETF envisions broadcasting a message when the voter opens the internet application or is connected via the phone application. |  |  |
| **RQ130** Vendor will provide to ETF the telephone number(s) and email address(es) of the person(s) to contact who will answer questions and provide support. | When voters contact ETF directly with their questions and concerns, ETF needs to know who to contact at the vendor site. |  |  |
| **Testing Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ86** Provide a separate test environment for both the telephone access and the online access for ETF. The test environment must be available throughout the election project. |  |  |  |
| **RQ98** Allow ETF to conduct a "mock vote" or trial run of the election to ensure accuracy and usability of the voting system. |  |  |  |
| **RQ123** Application must be available for testing at least 10 business days before the announced start date of the election. |  |  |  |
| **RQ124** Issues/bugs discovered in testing must be satisfactorily resolved within 24 hours of reporting it to the vendor. |  |  |  |
| **NON-MANDATORY RQ94** All systems must display or announce an environment banner stating in which environment the data and application exist. | For example, anyone accessing the test environment will know from the banner that it is the test environment. |  |  |
| **Print Election Materials Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ102** Ability to print election materials which could include a variety of standard sized paper, post cards, and envelopes. |  |  |  |
| **RQ103** Imprint authentication on each paper ballot to ensure that ballot is cast only once. The need is to prevent duplicate votes from a copied ballot. In the past this has been done with a barcode unique to each ballot. |  |  |  |
| **RQ105** Ability to fold paper election materials and insert into envelopes. |  |  |  |
| **RQ122** ETF requires a PDF proof of printed election materials 10 business days before distribution. |  |  |  |
| **Distribute Printed Election Materials Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ108** Sort and package printed election materials. | For the 2014 election, ballots may be packaged and shipped to the employing school district of the eligible voter. For the largest school districts, ballots may be packaged and shipped to the individual school that employs the eligible voter.There are approximately 425 school districts. |  |  |
| **RQ110** Only for Active Teacher elections, match unique Employer Verification Acknowledgement to the list of school districts or individual schools. |  |  |  |
| **RQ112** Distribute elections materials via ETF approved shipping method. | The shipping expense should not appear on the Cost Sheet.  |  |  |
| **Receive and Validate Paper Ballot Requirements** | **Notes** | **Agree** | **Disagree** |
| **RQ114** Separate and do not include questionable and invalid ballots in the tally of valid votes for the candidate. |  |  |  |
| **RQ135** Return questionable and invalid ballots to ETF. |  |  |  |
| **RQ115** A ballot is not valid when it is not signed. |  |  |  |
| **RQ116** A ballot is not valid when the name in the signature is different from the name imprinted on the form. |  |  |  |
| **RQ117** A ballot is not valid when too many candidates have been voted for on the ballot. |  |  |  |
| **RQ118** A ballot is not valid when it is so defective it is indiscernable for whom the ballot was cast. |  |  |  |
| **RQ119** A ballot is not valid when it contains a write in candidate. |  |  |  |
| **RQ120** A ballot is not valid when it is postmarked after the voting period has ended. |  |  |  |
| **RQ121** A ballot is not valid when it is a duplicate ballot. |  |  |  |

Appendix C
Designation of Confidential and Proprietary Information

**RFB ETD0006**

**Mandatory**

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

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

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

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

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

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

 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section Page # Topic

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

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

 Company Name

 Authorized Representative

 Signature

 Authorized Representative

 Type or Print

 Date

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

Appendix D
Standard Terms and Conditions

**RFB ETD0006**

**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 Bid
Tab 4 - Assumptions and Exceptions**

Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration

Chs. 16, 19, 51

DOA-3054 (R10/2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 A good faith dispute creates an exception to prompt payment.

***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 fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemp­tion occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

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

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

***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 Bidder, equipment purchased as a result of this request shall be warranted against defects by the Bidder 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). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

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

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

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

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

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

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

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 Bidder shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful Bidder 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 Bidder certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organi­zation, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competi­tion, as to any matter relating to such prices with any other Bidder or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening in the case of an advertised procure­ment or prior to award in the case of a negotiated procurement, directly or indirectly to any other Bidder or to any competitor; and

**2.3** No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organi­zation responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not partici­pate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provi­sion, in writing, if those activities of the potential con­tractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual’s services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

***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

**RFB ETD0006**

**Mandatory**

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

**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 $50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the 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 WisconsinDOA-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  |  |
|  |  |
|  |  |
|  |
| 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 Worksheet

The Bidder must adhere to the format set forth below; failure to do so may result in disqualification.

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

|  |  |
| --- | --- |
| **Company Name:** | **Date:** |
| **Authorized Person:** | **Phone:** |
| **Title:** | Signature: |

|  |  |
| --- | --- |
| **Category of Service** | **Rate per eligible voter per election** |
| Online voting (including all costs for developing and implementing an online voting system that is ETF-specific) |   |
| Telephone voting (including all costs for developing and implementing a telephone voting system that is ETF-specific) |   |
| **TOTAL & COST BASIS FOR AWARD** |   |
| **Required but Informational (Not part of the Cost Basis for Award)** | **Rate per eligible voter per election** |
|  |  |
| Paper ballot voting (including all costs for developing and implementing a paper ballot plus supplies)DO NOT INCLUDE POSTAGE |  |
| 8 x 11 printed paper (1 side) + addressed envelope pre-election mass mailingDO NOT INCLUDE POSTAGE |  |
| 4 x 6 postcard (2 sides) pre-election mass mailingDO NOT INCLUDE POSTAGE |  |

 Appendix g – Information Confidentiality and Security Requirements

1. **Definitions***.* For purposes of this document, the following definitions shall apply:
2. Public Information: 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**

1. Protected Information: 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**

1. Private Information: 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.*

1. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Protected or Private Information (hereinafter identified as **PPI**).
2. The Contractor and its employees, agents, or subcontractors shall not use any PPI for any purpose other than carrying out the Contractor's obligations under this Agreement.
3. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the ETF Program Contract Manager all requests for disclosure of any PPI not emanating from the person who is the subject of PPI.
4. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PPI, any PPI to anyone other than ETF without prior written authorization from the ETF Program Contract Manager, except if disclosure is required by State or Federal law.
5. The Contractor shall observe the following requirements:
6. **Safeguards**. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PPI, including electronic PPI that it creates, receives, maintains, uses, or transmits on behalf of ETF. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities, Including at a minimum the following safeguards:
7. **General Security Controls**
8. ***Confidentiality Statement.*** All persons that will be working with ETF PPI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to ETF PPI. The statement must be renewed annually. The Contractor shall retain each person’s written confidentiality statement for ETF inspection for a period of three (3) years following contract termination.

In addition, when access is required to the Department of Revenue (DOR) building, another site housing ETF resources, a building confidentiality agreement must be signed, following similar requirements as the confidentiality statement.

1. ***Background check.*** Before a member of the Contractor’s workforce may access ETF PPI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member’s background check documentation for a period of three (3) years following contract termination.

ETF follows the provisions found 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.

1. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store ETF PPI must be encrypted with an ETF approved solution. The encryption solution must be full disk.
2. Only the minimum necessary amount of ETF PPI may be downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
3. ***Removable media devices.*** All electronic files that contain PPI data must be encrypted when stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) with an ETF approved solution.
4. ***Email security.*** All emails that include ETF PPI must be sent in an encrypted method using an ETF approved solution.
5. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store ETF PPI must have a commercial third-party anti-virus software solution with a minimum daily automatic update.
6. ***Patch Management.*** All workstations, laptops and other systems that process and/or store ETF PPI must have security patches applied and up-to-date.
7. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing ETF PPI. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
* Upper case letters (A-Z)
* Lower case letters (a-z)
* Arabic numerals (0-9)
* Non-alphanumeric characters (punctuation symbols)
1. ***Data Destruction.*** All ETF PPI must be wiped from systems when the data is no longer necessary. The wipe method must conform to Department of Defense standards for data destruction. All ETF PPI on removable media must be returned to ETF when the data is no longer necessary. Once data has been destroyed, the ETF contract manager must be notified. ETF can review computers or other media storage at any time to ensure the data has been wiped.
2. ***Remote Access.*** Any remote access to ETF PPI must be executed over an encrypted method approved by ETF. All remote access must be limited to minimum necessary and least privilege principles.
3. **System Security Controls**
4. ***System Timeout.*** The system must provide an automatic timeout after no more than 20 minutes of inactivity.
5. ***Warning Banners.*** All systems containing ETF PPI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
6. ***System Logging.*** The system must log successes and failures of user authentication at all layers. The system must log all system administrator/developer access and changes if the system is processing and/or storing PPI. The system must log all user transactions at the database layer if processing and/or storing ETF PPI.
7. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
8. ***Transmission encryption.*** All data transmissions must be encrypted end-to-end using a ETF approved solution when transmitting ETF PPI.
9. ***Host Based Intrusion Detection.*** All systems that are accessible via the Internet or store ETF PPI must actively use a comprehensive third-party real-time host based intrusion detection and prevention solution
10. **Audit Controls**
11. ***System Security Review.*** All systems processing and/or storing ETF PPI must have at least an annual system security review. Reviews must include administrative and technical vulnerability scanning tools.
12. ***Log Reviews.*** All systems processing and/or storing ETF PPI must have a routine procedure in place to review system logs for unauthorized access.
13. ***Change Control.*** All systems processing and/or storing ETF PPI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
14. **Business Continuity / Disaster Recovery Controls**
15. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic ETF PPI in the event of an emergency. An emergency is an interruption of business operations for more than 24 hours.
16. ***Data Backup Plan.*** Contractor must have established documented procedures to backup ETF PPI to maintain retrievable exact copies of ETF PPI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore ETF PPI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of ETF data.
17. **Paper Document Controls**
18. ***Supervision of Data.*** ETF PPI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. ETF PPI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
19. ***Escorting Visitors.*** Visitors to areas where ETF PPI is contained shall be escorted and ETF PPI shall be kept out of sight while visitors are in the area.
20. ***Confidential Destruction.*** ETF PPI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
21. ***Removal of Data.*** ETF PPI must not be removed from the premises of the Contractor except with express written permission of ETF.
22. ***Faxing.*** Faxes containing ETF PPI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
23. ***Mailing.*** ETF PPI shall only be mailed using secure methods. Large volume mailings of ETF PPI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with an ETF approved solution.
24. ***Security Officer***. The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with ETF.
25. ***Training***. The Contractor shall provide training on its data privacy and security policies, at least annually, at its own expense, to all its employees and volunteers who assist in the performance of functions or activities on behalf of ETF under this Agreement and use or disclose PPI.
26. The Contractor shall require each employee and volunteer who receives data privacy and security training to sign a certification, indicating the employee’s/volunteer’s name and the date on which the training was completed.
27. The Contractor shall retain each employee’s/volunteer’s written certifications for ETF inspection for a period of three years following contract termination.
28. ***Discovery and Notification of Breach***. The Contractor shall notify ETF **immediately by telephone call plus email** upon the discovery of breach of security of PPI in computerized form if the PPI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PPI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the ETF Program Contract Manager, the ETF Privacy Officer and the ETF Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PPI, notification shall be provided by calling the ETF Bureau of Information Technology Services (BITS) Help Desk. Contractor shall take:
29. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
30. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
31. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PPI and within seventy-two (72) hours of the discovery, shall notify the ETF Program Contract Manager, the ETF Privacy Officer, and the ETF Information Security Officer of:
32. What data elements were involved and the extent of the data involved in the breach,
33. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PPI,
34. A description of where the PPI is believed to have been improperly transmitted, sent, or utilized, and
35. A description of the probable causes of the improper use or disclosure.
36. ***Written Report***. The Contractor shall provide a written report of the investigation to the ETF Program Contract Manager, the ETF Privacy Officer, and the ETF Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
37. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The ETF Program Contract Manager, the ETF Privacy Officer, and the ETF Information Security Officer shall approve the time, manner and content of any such notifications.
38. ***Affect on lower tier transactions.*** The terms of this document shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
39. **Contact Information***.* To direct communications to the above referenced ETF staff, the Contractor shall initiate contact as indicated herein. ETF reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this document to which it is incorporated.

|  |  |  |
| --- | --- | --- |
| **ETF Program Contract Manager** | **ETF Privacy Officer** | **ETF Information Security Officer** |
| See the Statement of Work exhibit for Program Contract Manager information | Mary Alice McGreevyPrivacy OfficerEmployee Trust FundsP.O. Box 7931Madison, WI 53707-7931Email: maryalice.mcgreevy@etf.wi.govTelephone: (608) 267-2354 | Jon FordeInformation Security OfficerEmployee Trust FundsP.O. Box 7931Madison, WI 53707-7931Email: jon.forde@etf.wi.govTelephone: (608) 267-9033 |

1. **Audits and Inspections.** From time to time, ETF may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) document. Contractor shall promptly remedy any violation of any provision of this ICSR document. The fact that ETF inspects, or fails to inspect, or has the right to inspect, Contractor’s facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR document.

appendix h – business associate agreement

BUSINESS ASSOCIATE AGREEMENT

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

RECITALS:

WHEREAS, ETF and BUSINESS ASSOCIATE have executed a contract, pursuant to which BUSINESS ASSOCIATE provides XYZ (“Underlying Contract”), and in connection with those services ETF discloses or allows the disclosure to BUSINESS ASSOCIATE 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, BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE agree to incorporate the terms of this Agreement into the Underlying Contract and agree to incorporate this Agreement into any associated addenda and contract extensions, in order to comply with HIPAA, HITECH and state law.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, ETF and BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE

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

1. Permitted Uses and Disclosures of Personal Information. BUSINESS ASSOCIATE is permitted to use and disclose Personal Information:

(a) To conduct ABC and XYZ in accordance with the Underlying Contract.

(b) Subject to the limitations on Uses and Disclosures outlined in this Business Associate Agreement, specifically including the State Law Restrictions in Part I, Section B, BUSINESS ASSOCIATE is authorized to use and disclose Personal Information as necessary for BUSINESS ASSOCIATE’s proper management and administration, to carry out BUSINESS ASSOCIATE’s legal responsibilities, and as otherwise Required by Law.

2. Prohibition on Unauthorized Use or Disclosure. BUSINESS ASSOCIATE will not use or disclose Personal Information it creates for or receives from ETF or from another Business Associate of ETF, except as authorized or required by this Agreement or as Required by Law or as otherwise authorized in writing by ETF, including, without limitation, marketing and solicitation of business outside the Underlying Contract and disclosure of such information to third-parties.

3. Compliance with Regulations. BUSINESS ASSOCIATE will comply with:

(a) 45 C.F.R. Parts 160 to 164, inclusive, as applicable to a “Business Associate” of a “Covered Entity” and any other regulations adopted pursuant to HIPAA and HITECH; and

(b) Applicable State Law not preempted by 45 C.F.R §§ 160.201 to 160.203, inclusive, or any other federal law.

4. State Law Restrictions. BUSINESS ASSOCIATE shall comply with Wis. Stat. §§ 40.07 and 134.98 with respect to information BUSINESS ASSOCIATE creates for or receives from ETF or from any other Business Associate of ETF. In particular:

(a) Any Third Party request, including a subpoena, for disclosure of Personal Information, including, without limitation, Medical Records or Individually Identifiable Health Information, shall be referred to ETF in a timely manner; and

(b) BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE. If BUSINESS ASSOCIATE conducts, in whole or in part, transactions, for or on behalf of ETF that are covered by 45 C.F.R Part 162, BUSINESS ASSOCIATE 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, BUSINESS ASSOCIATE will require that each of its subcontractors or agents provide assurances, by written contract, that it will not enter into a Trading Partner Agreement, in connection with its conduct of Standard Transactions for and on behalf of ETF that:

(a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(b) Adds any data element or segment to the maximum data set;

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

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

(e) Otherwise violates 45 CFR §162.915.

2. Communications Between the Parties. Communications between ETF and BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE.

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

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

Reporting of Breach, Improper Use or Disclosure. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE, or, by exercising reasonable diligence, would have been known to BUSINESS ASSOCIATE.

1. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE to have been accessed, acquired, or disclosed during such occurrence.

2. Within one business day of the discovery, BUSINESS ASSOCIATE shall notify ETF’s Privacy Officer. BUSINESS ASSOCIATE shall immediately conduct an investigation and report in writing within four business days the following information:

(a) The name and contact information of each individual whose Personal Information has been or is reasonably believed to have been accessed, acquired or disclosed during the occurrence.

(b) A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.

(c) A description of the types of Personal Information that were involved in the occurrence (e.g., full name, date of birth, Social Security number, account number).

(d) A brief description of what BUSINESS ASSOCIATE is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.

(e) The actions BUSINESS ASSOCIATE has undertaken or will undertake to mitigate any harmful effect of the occurrence.

(f) A corrective action plan that includes the steps BUSINESS ASSOCIATE has taken or will take to prevent similar occurrences.

3. At ETF’s option, BUSINESS ASSOCIATE 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. BUSINESS ASSOCIATE must obtain ETF’s approval of the time, manner and content of any such notifications, provide ETF with copies of the notifications, and provide the notifications within sixty (60) days after discovery of the breach, improper use or disclosure. BUSINESS ASSOCIATE shall have the burden of demonstrating to ETF that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification to affected individuals after the discovery of the breach by ETF or BUSINESS ASSOCIATE.

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

1. BUSINESS ASSOCIATE will mitigate, as required by HIPAA, HITECH, state law and this agreement, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a breach, improper use or unauthorized disclosure reported pursuant to subsection D of this section.

2. BUSINESS ASSOCIATE 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. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE shall be limited only to those employees who need the information and only to the extent necessary to perform their responsibilities according to the Underlying Contract and this Agreement.

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

H. Access, Amendment and Disclosure Accounting.

1. Access. At the direction of ETF, BUSINESS ASSOCIATE agrees to provide access to any Protected Health Information held by BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.

2. Amendment. At the direction of ETF, BUSINESS ASSOCIATE agrees to amend or correct Protected Health Information held by BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE, are the responsibility of the individual requesting the access.

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

4. Accounting of Disclosures.

(a) BUSINESS ASSOCIATE shall maintain a process to provide ETF an accounting of disclosures of Protected Health Information for as long as BUSINESS ASSOCIATE maintains Protected Health Information received from or on behalf of ETF. BUSINESS ASSOCIATE agrees to provide to ETF or to an individual, in a time and manner designated by ETF, information collected in accordance with Subsection 3 above, to permit ETF to properly respond to a request by an individual for an accounting of disclosures pursuant to HIPAA and HITECH.

(b) Each accounting will provide:

(i) The date of each disclosure;

(ii) The name and address of the organization or person who received the Protected Health Information;

(iii) A brief description of the Protected Health Information disclosed; and

(iv) For disclosures other than those made at the request of the subject, the purpose for which the Protected Health Information was disclosed and a copy of the request or authorization for disclosure.

(c) For repetitive disclosures which BUSINESS ASSOCIATE makes to the same person or entity, including ETF, for a single purpose, BUSINESS ASSOCIATE may provide:

(i) The disclosure information for the first of these repetitive disclosures;

(ii) The frequency or number of these repetitive disclosures; and

(iii) The date of the last of these repetitive disclosures,

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

(d) BUSINESS ASSOCIATE need not record disclosure information or otherwise account for disclosures of Protected Health Information if:

(i) The disclosures are allowed under this Agreement or are expressly authorized by ETF in another written document; and

(ii) The disclosures are for one of the following purposes:

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

vii. To law enforcement officials or correctional institutions regarding inmates.

5. Disclosure Tracking Time Periods. Except as otherwise provided in this paragraph, BUSINESS ASSOCIATE must have available to ETF the disclosure information required by this section, but in no case will BUSINESS ASSOCIATE be required to have available information from:

(a) More than six (6) years before ETF’s request for the disclosure information; or

(b) Any period during which BUSINESS ASSOCIATE did not provide services to ETF.

6. Disclosure Tracking for Disclosures made through Electronic Health Records: BUSINESS ASSOCIATE 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. BUSINESS ASSOCIATE shall provide all information necessary for ETF to provide an accounting that includes all information required by regulations issued pursuant to HIPAA and HITECH.

7. Effective Date: The effective date for accounting required under subsection 6 depends on the date ETF acquires an Electronic Health Record. If ETF had an electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF on or after January 1, 2014. If ETF does not have an Electronic Health Record as of January 1, 2009, subsection 6 will apply to Protected Health Information disclosures made by ETF after the later of January 1, 2011 or the date ETF acquires an Electronic Health Record.

I. Accounting to ETF and Government Agencies. BUSINESS ASSOCIATE 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. BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE, BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE’s use or disclosure of such Protected Health Information.

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

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

PART 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 BUSINESS ASSOCIATE, 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 BUSINESS ASSOCIATE with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by ETF in its sole discretion, ETF may terminate the Underlying Contract and this Agreement, as soon as administratively feasible.

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

Upon termination, cancellation, expiration, or other conclusion of the Agreement, BUSINESS ASSOCIATE shall:

1. Return to ETF or, if return is not feasible, destroy all Personal Information in whatever form or medium that BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE. In such case, BUSINESS ASSOCIATE shall retain no copies of such information, including any compilations derived from and allowing identification of Personal Information. BUSINESS ASSOCIATE shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, BUSINESS ASSOCIATE shall certify on oath in writing to ETF that such return or destruction has been completed.

2. If BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE believes that the return or destruction of Personal Information is not feasible, BUSINESS ASSOCIATE shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, BUSINESS ASSOCIATE shall extend the protections of this Agreement to Personal Information received from or created on behalf of ETF, and limit further uses and disclosures of such Personal Information, for so long as BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE remain in compliance with the regulations then in effect.

PART IV – GENERAL PROVISIONS

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

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

C. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any entity other than ETF and BUSINESS ASSOCIATE, 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 BUSINESS ASSOCIATE 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 BUSINESS ASSOCIATE’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)