



## Contract

**Commodity or Service:** Electronic Printing and Mail Service

Request for Bid/Proposal No: ETH0004  
Amendment 3

**Contract Period:** January 1, 2011 through December 31, 2011 (contract extended one additional year).

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds, and the contractor whose name, address, and principal officer appears below;
2. Whereby the Department of Employee Trust Funds, agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid; which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

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

5. The order of precedence is: the official purchase order; this contract; State's revisions, addendum, and supplements to RFB; State's request for Bid (RFB) ETH0004 dated October 1, 2007; National Data Services of Chicago, Inc response to RFB dated October 22, 2007.

6.

The First Contract Amendment dated January 23, 2009, including Cost Sheet Attachment 4, signed and dated December 29, 2008 modify the contract

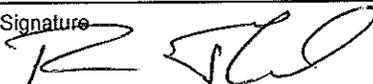
7.

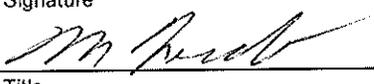
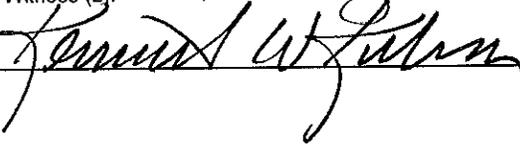
The Second Contract Amendment dated March 5, 2010 modifies the contract

8..

The Third Contract Amendment dated November 23, 2010 extends the contract for one year by mutual agreement; SOB Itemized Price List of August 12, 2010; Member Election Ballot Mailing Package quote of August 16, 2010.

**Contract Number: ETH0004 Electronic Printing and Mail Services**

<b>State of Wisconsin Department of Administration Department of Employee Trust Funds</b>	
By (Name)	Robert J. Conlin
Signature	
Title	Deputy Secretary
Phone	608-261-7940 bob.conlin@etf.state.wi.us
Date (MM/DD/CCYY)	12/7/2010
Witness (1):	Cindy D. Lillis
Witness (2):	Sharon A. Walk

<b>To be Completed by Contractor</b>	
Company Name	National Data Services of Chicago, Inc
Company Address (City, State, Zip)	620 STETSON AVE ST. CHARLES IL 60174
By (Name)	Mike Newls
Signature	
Title	SVP SALES & MARKETING
Phone	630-845-7000
Date (MM/DD/CCYY)	11-30-10
Witness (1):	
Witness (2):	

November 23, 2010

Amendment #3: ETH0004 National Data Services Contract

- 1) **Section 1.10, Amendment 1.1, Amendment 2.1** If mutually agreeable to the contractor and the State, the contract may be extended for three (3) additional twelve (12) month periods. The contract entered into by and between the State of Wisconsin, Department of Employee Trust Funds (ETF), and National Data Services (NDS) from November 15, 2007 through December 31, 2008, January 1, 2009 through December 31, 2009, and January 1, 2010 through December 31, 2010 has been extended. **The new contract is in effect from January 1, 2011 through December 31, 2011. Rates and conditions must remain unchanged during any extension period unless a bid rate and paper price adjustment is requested and approved.**
- 2) **Section 5.3** Instructions remain unchanged for the majority of employers/active employees. A select group of employers termed the "Pilot Group" will have their SOB's mailed directly to the active employees. ETF will identify statements to be directly mailed to the participants to the vendor as well as provide the vendor with a list of Pilot Group employers. The vendor will mail all SOB's in the Pilot Group per the instructions given for inactive employees in section 5.4.1, 5.4.2, 5.4.3, and 5.4.4.
- 3) **Section 5.3.4, Amendment 1.5, Amendment 1.6, Attachment 9** Most SOB's for the University of Wisconsin (0001-131) will be sent electronically by ETF to the UW; however, a select group of approximately 3,000 UW SOB's will be included in the Pilot Group and will be mailed directly to the participants per the Pilot Group guidelines. NDS will be responsible for maintaining SOB data for all UW employees, including those that are mailed electronically, in case of reprint requests.
- 4) **Section 6.0, Amendment 1.8 IMPLEMENTATION TIMELINE**

ETF and vendor tasks and responsibilities shall be completed according to the following schedule. It is acceptable for the vendor to expedite the processing of the statements:

Vendor Programming SOB's	February 16, 2011
Vendor and the ETF Preliminary User Test	February 23, 2011
Vendor and ETF discuss Final Changes	March 16, 2011
Vendor and ETF Review Vendor-Supplied Envelopes	March 16, 2011
Vendor Receives and Stores SOB Forms	March 18, 2011
Vendor Receives Files and Verifies Statement Counts	April 1, 2011
Vendor and the ETF Final User Test	April 1, 2011
Vendor Prints Production Sample SOB's for the ETF Review	April 5, 2011
Vendor and the ETF Meet for Processing and Mailing Details	April 5, 2011
Vendor Prints and Mails All School Districts SOB's	April 12, 2011

Vendor Prints and Mails All Local Employers and State Employers April 12, 2011

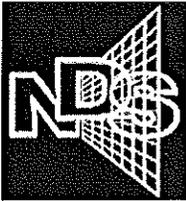
Vendor Prints and Mails all Inactive and QDRO SOBs April 19, 2011

Vendor Return Extra Forms to the ETF May 4, 2011

Vendor Prepares to Print Duplicate SOBs on a Weekly Basis May 1, 2011

Vendor and the ETF Meet for Post Production Meeting To be determined

*MS [Signature]* 11-30-10  
SUB SALES (MARKETING)



National Data Services, Inc.  
620 Stetson Avenue  
St. Charles, IL 60174-3499

QUOTED TO: Jerry Dietzel, Deputy Controller  
Department of Employee Trust Funds  
PO Box 7931  
Madison, WI 53707-7931

SALES REP: David Moore

PHONE NO: 614-436-1099 FAX NO: 614-543-0301

PROJECT / APPLICATION NAME: Wisconsin ETF Statement of Benefits-Mailed, Packaged and Shipped

JOB NUMBER

Date: August 12, 2010

**SPECIFICATIONS AND SERVICE LEVEL REQUIREMENTS:**

Description: Statement of Benefit - Inactives Mailed through USPS; Actives packaged and shipped (1,000 locations)

Quantity: 180,000 Inactive Member Statement of Benefits; 270,000 Active Member Statement of Benefits

Paper: 60# White, Offset - Blank

Laser Imaging: Black Toner, Duplex Imaging

Envelope: #10 Double Window - Printed 1/1 Black ink

Pricing Paper: \$0.01474 each  
 Pricing Envelope: \$0.02390 each  
 Pricing Laser: \$0.02708 each  
 Pricing Data Processing: \$0.01727 each  
 Pricing Folding: \$0.00812 each  
 Pricing Inserting Statements: \$0.03220 each  
 Pricing Inserting Inserts: \$0.00585 each (if NDS supplied)  
 Pricing Inserting Inserts: \$0.00995 each (if ETF supplied)  
 Pricing Programming: \$150.00 per hour (if required)  
 Pricing Certified Mail Preparation: \$1.35 each location  
 Pricing Packaging by Location: \$2.20 each location

QUANTITY VARIATION: PRICING WILL BE REVISED IF THE QUANTITY OF RECORDS ON THE SUBMITTED DATA DIFFERS BY MORE THAN (10%) TEN PERCENT (ABOVE OR BELOW) THE QUANTITY REFERENCED ABOVE. THIS QUOTATION IS GOOD FOR A PERIOD NOT TO EXCEED 90 DAYS FROM THE WRITTEN DATE SHOWN BELOW.

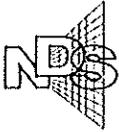
NATIONAL DATA SERVICES, INC.

X *[Signature]*

NAME: *Mr. Need*  
(Print)

TITLE: *SVP Sales & Marketing*  
(authorized agent)

DATE: 11-30-10



David Moore  
 Vice President of Sales  
 80 S Liberty St  
 Powell, OH 43065

Ph: 614-436-1099  
 Mobile: 614-565-0022  
 Fax: 614-543-0301

August 16, 2010

State of Wisconsin  
 Department of Employee Trust Funds  
 Jerry Dietzel  
 801 W Badger Road  
 Madison, WI 53707

Re: Price Quote for Member Election Ballot Mailing Package

Dear Jerry:

Thank you for the opportunity to provide the State of Wisconsin ETF with our election ballot printing, mailing and tabulation services pricing for 2010.

This pricing is based on a quantity of 285,000 mail packages and assumes that the package will have a biography sheet printed 1/1 black on two sides and a ballot/voting instructions sheet printed 1/0 black on one side. This pricing also assumes that NDS will supply #10 outer envelopes and #9 return envelopes.

The pricing is as follows:

Description	Price per piece	Other
Package – includes an 8.5 x 11" ballot/instructions sheet with one color printing on one side and an 8.5" x 11" biography sheet with one color printing on both sides. CASS certification with zip + 4 sorting for postal discounts. Inserting of letter, return envelope and inserts (if any) into an outgoing envelope. Does not include postage.	\$0.16993 each package	N/A
Additional #10 Outer Envelopes and #9 Return Envelopes – 4 1/8" x 9 1/2" outer #10 envelope printed 1/0; 3 7/8" x 8 7/8" return envelope printed 1/0.	#10 Window Envelope-Included in package price above. # 9 Closed Face Envelope-Included in package price above.	N/A
Data Entry and Tabulation – includes entering and tabulating ballots as they are received. Hard-copy/email report of results: Programming Setup (one time fee):	\$0.18 each ballot received  NA NA	NA  \$75.00 Each Report Run \$650.00 Flat
Internet Services	\$0.35 each member login	\$500.00 flat setup and development for the first year; \$250.00 per year thereafter

Please feel free to contact me with any questions or concerns on the above. Thank you very much for allowing NDS to offer this proposal and quotation for your 2010 Member Election

Sincerely,

Vice President of Sales

*David Moore 11-3-10*