State of Wisconsin

DOA-3261 (R08/2003)

s. 16.75, Wis. Statutes

|  |  |
| --- | --- |
| **PROPOSALS MUST BE SEALED AND ADDRESSED TO:**Department of Employee Trust FundsP.O. Box 7931Madison, WI 53707-7913 | Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal ETB0033. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due MUST date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Vendor should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.  |
| REQUEST FOR PROPOSAL |
| THIS IS NOT AN ORDER | Proposals MUST be in this office no later thanMay 25, 2012; 2:00 PM, CST | Public Opening [ ]  |
| VENDOR (Name and Address)     | No Public Opening [x]  |
| Name (Contact for further information)Mark Blank |
| Phone608/266-8989 | DateApril 26, 2012 |
| Quote Price and Delivery FOBMadison |
| Description |
| Request for Proposal (RFP) ETB0033 Transformation, Integration and Modernization (TIM) Consulting Services for the Department of Employee Trust Funds (ETF) Wisconsin Retirement System (WRS)RFP ETB0033 amendments and questions and answers will be posted on the ETF Web site <http://etfextranet.it.state.wi.us/> and will not be mailed. |
| Payment Terms:       | Delivery Time:       |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the State in this Request for Proposal and all terms of our proposal. |
| Name of Authorized Company Representative (Type or Print)      | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date | Federal Employer Identification No. | Social Security No. if Sole Proprietor (Voluntary) |
|       |       |       |

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

**Request for Proposal (RFP) ETB0033**

**Transformation, Integration and Modernization (TIM) Consulting Services for the Department of Employee Trust Funds (ETF) Wisconsin Retirement System (WRS)**



##### Issued by the State of Wisconsin

##### Department of Employee Trust Funds

On behalf of the Employee Trust Funds Board

Release Date: April 26**,** 2012

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**SECTION A: BIDDING PROCEDURES AND REQUIREMENTS**

**Part 1.0 RFP information**

This section of the Request for Proposal (RFP) details the procedures the proposer must follow to submit a proposal for the Transformation, Integration and Modernization (TIM) Consulting Services.

**1.1 Introduction**

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

ETF is seeking to identify a vendor who solely, or through the use of clearly defined and managed subcontractors, can provide consulting services to assist ETF in the selection and implementation of a package retirement and benefits administration solution, as well as, serve in the role of strategic partner during the life of this engagement.  The end result of the package solution is expected to be able to “offer a suite of tools that will empower our customers to become better educated about their benefits, have access to meaningful, up-to-date information about those benefits, and to be able to enroll in, change critical information about, and apply for those benefits without reliance on staff resources.”   Mandatory Requirements and Deliverables are identified in Section C and Appendix B of this RFP.

ETF may involve the vendor in other projects related to this multi-year effort.  ETF wants to ensure that the vendor is aware of this possibility and that any additional work will need to be mutually agreed upon and approved by ETF.

 **1.2 Procuring and contracting agency**

This procurement is authorized under Chapter 40 of the Wisconsin State statutes. All decisions and actions under this request for proposal are solely under the authority of the Employee Trust Funds Board. Statutes are rules relating to this procurement by other state agencies may not be applicable. The Department is the sole point of contact for the State in the selection process. The terms State, ETF, Department and Board may be used interchangeably in this document and its attachments.

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

 Express delivery: Mail delivery:

 Mark Blank Mark Blank

 RFP ETB0033 RFP ETB0033

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

 801 West Badger Road PO Box 7931

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

Telephone: (608) 266-8989

FAX: 608-267-0633

 E-mail: ETFProcurement@etf.state.wi.us

### 1.3 Definitions

### The following definitions are used throughout the RFP:

**Administrator** means the vendor selected as the primary consultant/strategic partner.

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

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

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

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

**COTS** means Commercial Off the Shelf (COTS) or equivalent.

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

**DOA** means the Department of Administration.

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

**IV&V** means Independent Verification and Validation.

**Package** means Commercial Off the Shelf (COTS) or equivalent.

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

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

**RFP** means Request for Proposal.

**State** means State of Wisconsin.

**SPOC** means single point of contact.

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

**Vision** means the vendor takes into consideration the organizational commitment towards the product and/or services.

**WRS** means Wisconsin Retirement System.

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

 **1.4 Clarification of the specifications and requirements**

Any questions concerning this RFP must be submitted via e-mail on or before the date identified in Part 1.7, to the individual identified in Part 1.2. Proposers are expected to raise any questions they have concerning the RFP at this point in the process.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the individual identified in Part *1.2* of such error and request modification or clarification of this RFP document.

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

**1.5 Vendor conference**

A vendor conference may be held on the date identified in Part 1.7 at the address identified in Part 1.2. The conference is an opportunity to ask questions. The Department will not be responsible for costs incurred by vendors attending the vendor conference. Representatives will be limited to two per vendor. If the Department decides to hold the vendor conference, a notice will be posted on the Department’s Extranet referenced in Part 1.4.

**NOTE:  Unless this notice is posted, no conference will be held.**

E-mailed questions are due by the date listed in Part 1.7 and may be addressed at the vendor conference, should one occur.

Only written responses will bind ETF. ETF will prepare written responses to written questions by the date identified in Part 1.7.

If a vendor conference is held, responses to all questions submitted at that conference will be published on the Department’s Web site listed in Part 1.4.

**1.6 Reasonable accommodations**

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you will need accommodations at the vendor conference, contact the individual identified in Part 1.2.

 **1.7 Calendar of Events**

Listed below are the important dates by which actions related to this RFP must be completed. In the event that the Department finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP via the ETF Extranet listed in Part 1.4. No other formal notification will be issued for changes in the estimated dates.

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| April 26, 2012 | Issue RFP |
| May 8, 2012; 2:00 p.m. CT | Letter of intent and vendor questions due |
| May 10, 2012 | Vendor conference (if necessary) |
| May 14, 2012 | Post answers to questions on ETF Extranet |
| May 25, 2012; 2:00 p.m. CTJune 21, 2012 | RFP proposals dueETF Board Meeting |
| June 22, 2012\* | Notify Vendors of intent of award contract |
| June 29, 2012\* | Begin contract negotiations |
| July 13, 2012\*\*Estimated dates | Contract Start Date |
|  |  |

 **1.8 Letter of intent**

A letter of intent indicating that a proposer intends to submit a response to this RFP should be submitted to the Department by the date indicated in Part 1.7. In the letter, identify the proposer's organization and give the name, location, telephone number, fax number and e-mail address of one or more persons authorized to act on the proposer's behalf. Proposers should submit the letter of intent via email to the address in Part 1.2. The letter of intent does not obligate the proposer to submit a response.

**1.9 Contract term and funding**

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

Cost increases for any contract renewals may be capped at the rate of inflation or 3% annum (whichever is lower) from the contract effective date to the renewal date as measured by the National (U. S. City Average) consumer price index for all urban consumers (CPI-U) unless justified by the contractor and otherwise agreed to by the Department.

 **1.10 Criminal Background Verification**

The Department 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.

 **1.11 Financial Stability Verification**

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

**1.12 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.

**Part 2.0 Preparing and Submitting a Proposal**

1.

**2.1 General Instructions**

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

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

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

**2.2 Incurring costs**

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

**2.3 Submitting the proposal**

**Vendors must submit one (1) original (marked “Original”) and eight (8) complete paper copies of the proposal, including the transmittal letter and other related documentation as required by this RFP.**

**Two (2) complete electronic copies of the proposal must also be provided on CD-ROM. In addition, 2 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 your proposal must follow the format indicated in Section2.4. Each electronic copy of your proposal and associated appendices and exhibits must be saved in the format they are provided.

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

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

* + - “[*Proposer's Name and Address*]”
		- Title: ETB0033
		- Proposal Due Date:

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

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

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

* + - “[*Proposer's Name and Address*]”
		- “COST PROPOSAL”
		- Title: ETB0033
		- Proposal Due Date:

**2.4 Proposal organization and format**

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

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

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

* + - 1. PROPOSER CHECKLIST: Complete the proposer checklist provided as Appendix A to this RFP and include it with your proposals.
			2. Tab 1 - TRANSMITTAL LETTER: A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:

Name, signature and title of proposer’s authorized representative;

Name and address of company;

Telephone number, fax number, and e-mail address of representative;

RFP number and Title: ETB0033, – TIM;

A statement and description of any exceptions to the any of the terms and conditions presented in the RFP. Exceptions to the Department’s contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. If exceptions to the standard contract language are not presented in the transmittal letter, they may not be discussed or considered during contract negotiations;

* + - 1. Tab 2 – REQUIRED FORMS

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

i. Proposer’s Checklist – Appendix A.

 Mandatory Requirements – Appendix B.

 Designation of Confidential and Proprietary Information – Appendix C.

Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions (DOA-3681) and Special Terms and Conditions *–* Appendix D

Vendor Information (DOA-3477) and References (DOA-3478) Vendor Information Sheet – Appendix E

Privacy of Personal Data and Mitigation of Privacy Breach – *Appendix F*

viii. Cost Proposal – Appendix G

* + - 1. Tab 3 - RESPONSE TO SECTION B: PROPOSER QUALIFICATIONS: Provide a point-by-point response to each and every statement in this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
			2. Tab 4 – RESPONSE TO SECTION C: TIM MANDATORY REQUIREMENTS AND DELIVERABLES: Provide a point-by-point response to each and every statement in this RFP. Responses to statements must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.
			3. **Under separate cover:** Submit response to Appendix G, Cost Proposal. **No mention of the cost proposal may be made in any other part of the response to this RFP**.

 **2.5 Multiple Proposals**

Multiple proposals from a vendor are not permissible.

**2.6 Contacting Vendor References and Conducting Site Visits**

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

**PART 3 Proposal Review and Award Process**

**3.1 Preliminary evaluation**

Proposals will initially be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements as stated in Appendix B or failure to follow the required instructions for completing the proposal as specifically outlined in Section A. may result in the rejection of the proposal.

**3.2 Proposal scoring and selection process**

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

Based on the results of the evaluation and taking into account all of the evaluation factors, the proposal determined to be most advantageous to the Department may be selected by the Department for further action. Eighty percent (80%) of the total assessment will be based on the responses to Sections B and C. Twenty percent (20%) of the total assessment will be based on Cost Proposal in Section D.

ETF reserves the right to contact any or all vendors to request additional information for purposes of clarification of RFP responses.

**3.3 Oral presentations**

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

**3.4 Evaluation Criteria**

 The proposer should refer to Part 3, Section 3.5.

**3.5 Award**

 The contract will be awarded to the vendor whose proposal as determined to be the most advantageous and best values as determined by the Department.

**3.6 Notice of award**

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

**3.7** **Right to reject proposals**

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

**3.8 Appeals process**

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 Notice of award of a contract must be filed with:

Employee Trust Funds Board c/o

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 award is issued.  Fax documents will not be accepted.  The written protest must be received within ten (10) working days after the Notice of award is issued.

The decision of the Employee Trust Fund Board is final.

**SECTION B: PROPOSER QUALIFICATIONS**

All proposers must respond to the following by restating each question or statement and providing a detailed written response. Instructions for formatting the written response to this section are found in Section A., Part 2.0 Preparing and Submitting a Proposal.

PART 1.0: Organization Capabilities

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

1.1 Company’s name, home office, address of the office providing services under the contract and the telephone number, fax number and e-mail addresses for the individuals who will be providing services under the contract.

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

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

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

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

* + 1. Provide information about any accreditations, certifications or industry designations your company currently holds, and/or has been awarded in the past 5 years.

1.4 Organization Charts - A proposed organization chart must be provided for each deliverable explained in Section C.

1.5 Organization Narratives - For each organization chart, the Proposer must describe the functional responsibilities, interaction and reporting relationships. Further, proposals must describe the Proposer's view of the nature of the relationship between the ETF and the Proposer.

1.6 Staffing Charts - The Proposer must include staff level chart(s) identifying each milestone and associated deliverables for each criteria identified in Section C using the following format:

 a. By month within each milestone;

 b. By staff position, level, including names of personnel, where known;

 c. Days of effort to be expended during the month.

1.7 Key personnel must be identified by name on the charts, and their days of effort shown individually (Refer to Section 2.1 for more details on key personnel).

1.8 Staff Location Plan - The Proposer must describe its approach for creating a presence at ETF including the location of vendor staff and equipment. This should also include your suggested total staffing.

1.9 Availability - The Proposer must provide assurance that any of its staff not physically located in Madison, Wisconsin, will be available to ensure that the project schedule will be met.

1.10 Monitoring deliverables - The department expects the vendor to identify the type and appropriate level of resources to monitor deliverables and associated milestones for this project. Please share your methodology/approach to addressing this need.

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

* + - 1. Identify the entity
			2. Briefly describe the services provided
			3. Identify the length of the contract including the start date
			4. Identify and briefly describe the resource commitment.

1.12 Please outline and describe the nature of any subcontractors, business relationships, partnerships, or co-ownership partnerships currently in place. Does your organization have any ongoing responsibilities, financial, strategic or otherwise, that are in place or that are a result of these ties? If so, describe these responsibilities in detail.

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

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

Any and all situations where your company has defaulted on a contract to provide consulting, RFP creation and implementation assistance.

Any and all litigation regarding contracts to deliver services.

Any and all situations where a contract has been canceled or where a contract was not renewed due to alleged fault on the part of your company.

State whether or not your company has been subject to any sanctions or enforcement action related to privacy compliance including civil or criminal sanctions or enforcement actions.

1.14 Describe your company’s expertise and experience in identifying current and future business requirements (“As-Is” and “To-Be”), RFP creation for the package retirement and benefits administration applications, vendor selection and vendor management. Please note the overall size and complexity relative to your understanding of a program that is comparable in size to the ETF.

* 1. Staff Qualifications

 2.1 Key Personnel, Other Vendor Staff, and Subcontractors

 In this part of the proposal, the Proposer must provide resumes for all personnel assigned to the project. Potential key personnel are identified as, but not limited to:

1. Primary Consultant
2. Project Manager
3. Other to be identified by Proposer

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

1. Experience in Public Sector retirement and benefits system administration development, legacy system data migration, package selection and implementation; IV&V services; other (explain in detail).
2. Experience in procuring package retirement and benefits administration system replacement vendors. Include responsibilities during the project; project duration and location, success of project and retirement and benefit administration system functionality.
3. Relevant education and training, including college degrees, dates, and institution name and location;
4. Specify what best practices and lessons learned that this person would use to accomplish deliverables.
5. Names, positions, titles, e-mail address and current phone numbers of a minimum of three references, who can provide information on the individual's experience and competence to perform projects similar to the TIM; references may be the same as those provided for corporate references; they are not to be employees of the company proposing. ETF reserves the right to contact other references even if not listed in the proposal;
6. Type and length of professional work experience with the vendor and or subcontractor;
7. The percentage of the staff member's time to be devoted to this project, and any percentage devoted to other projects occurring in the same time frame, and the projected start date for working on the TIM.
8. A description of the staff member's involvement in the development of the procurement for a package vendor, implementation process, including conversion activities.
9. Experience in verbal and written communication with both technical and non-technical individuals;
10. The resumes must present the background, and experience of the Proposer's key personnel, in sufficient detail to provide the ETF with a convincing indication, that these individuals can perform the work required under this RFP. Whenever the proposed services identifies specific information about use of a tool, the information provided must include the name of the tool, where, when, and how.
11. For each person, list their experience with the tools that vendor is proposing to use (e.g. MS Project, VISIO and/or other home grown tools).

2.2 Primary Consultant

For the Primary Consultant, in addition to the general requirements, the resume must include, at a minimum, the following additional specific information for each project:

1. Management responsibilities;
2. For projects:
	1. Size of the project led.
	2. Specific skills/areas of expertise.
	3. Breadth and depth of experience with the skills outlined in Section C
	4. Use ofa project management tool (minimum five years).
	5. Number and complexity of public retirement and benefits administration systems they’ve worked on, type (i.e. home grown or package) and a current status of the project. Include a brief synopsis or case study to help describe the efforts undertaken.
	6. The Primary Consultant performing the work must have five (5) years of similar project experience in project management and development of complex public sector retirement and benefits administration RFP’s resulting in the selection and use of a Commercial Off the Shelf (COTS) or equivalent solution. Additional Proposer/sub-contractor staff with similar experience is required.
	7. The Primary Consultant and other key contributors experience must include at least five (5) years of work similar in scope as outlined in Section Cwith at least three public retirement and benefits administration systems comparable in size and complexity to ETF. ETF defines comparable public employee retirement systems as ones with a minimum of 300,000 members and 1000 employers with programs similar to those identified on <http://etf.wi.gov>
	8. Proposer must propose a team of consultants who have worked together previously in similar public retirement projects for comparable clients while in the vendor’s employment.
	9. The Proposer/Subcontractor must be able to demonstrate experience in evaluating and overseeing the implementation of a wide range of public retirement and benefits administration systems solutions and package solution providers.
	10. The Proposer should outline its staffing approach and philosophy along with list key staff resources that meet the following skill set:

10.1 Business Process Analyst

10.2 Business Process Redesign

10.3 Business Rules management

10.4 Data Modeling

10.5 Data Governance

10.6 Comparative analysis

10.7 Management of complex multi-phase projects

10.8 Quality Management and Independent Verification and Validation

10.9 Change management strategies including communication, employee involvement, organizational design, training, mentoring as well as “outward facing” (user) training, education and communication.

2.3 Project Manager

 For the project manager, in addition to the general requirements, the resume must include, at a minimum, the following additional specific information:

1. Management responsibilities;
2. For projects:
3. Size of the project and the number of staff managed.
4. Phases of the project directly managed.
5. Experience with a project management tool (minimum five years);
6. Complexity of the project (e.g., total staff months, interaction with user groups).
7. Status of the project:
8. Proposed versus actual schedule and budget;
9. Modifications to the original work plan;
10. Operational status.

 The resume may be supplemented with samples of implementation (including training and conversion) plans, materials, and evaluations from prior projects.

2.4 Other Vendor Staff

In addition to the resumes for key personnel as defined in Part 2.0*,* the Proposer is encouraged to include as many resumes as possible for other staff assigned to ETF’s TIM. These resumes are to include the general resume requirements and any other project-related information pertinent to their function in the proposed project, including their location during the project. Where specific resumes cannot be provided, the proposal must describe the general qualifications of the staff.

 2.5 Subcontractor Staff

1. Each proposed subcontractor must be identified and a statement must be included indicating the role of the subcontractor, the type of work, and the exact amount of work to be done by the subcontractor, as measured by a percent of the total effort, in staff hours or days, and their location during the project.
2. A "Letter of Commitment" from each proposed subcontractor must be included in each proposal.
3. Resumes of subcontractor staff, to the extent those staff are identified, must be provided and must include the general resume requirements and any other project-related information pertinent to their function in the proposed project. These resumes are to include the general resume requirements and any other project-related information pertinent to their function in the proposed project.

Where specific resumes cannot be provided, the proposal must describe the general qualifications of the staff who will work as subcontracted staff on this project.

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

2.6 Management Summary

The information contained in this section provides the ETF with a basis for determining the Proposer's and subcontractor's capability for undertaking a project of this size. The ETF is not interested in a voluminous description of all contracts. A concise but thorough description of relevant experience is required.

The Proposer must provide a management summary plan for carrying out the TIM. The management plan must include at a minimum, but is not limited to, the following:

2.6.1 Assumptions or Constraints

All of the Proposer's assumptions or constraints must be identified by the vendor in developing the management plan.

2.7 Experience

Given your personal and professional experience with public sector retirement and benefit administration systems and information contained within this RFP:

 2.7.1 Share any lessons learned or supporting documentation from other, similar projects.

2.7.2 Describe your experience with the expected mix of customization (vs. configuration) that should be expected implementing a package solution.  Likewise, approximately what should the ETF expect for costs in implementing a package solution (both including and excluding customizations).

 2.7.3 Assume a phased approach to implementing a package solution. Please provide two (2) examples of how you’ve staged those phases with other clients, what those phases were and how long did each phase take.

2.8 Project Plans

The Proposer must provide a project plan that describes the general activities relating to completion of each of the deliverables in Section C, and associated high-level milestones*.* The narrative must show the relationship of assignments to the project's critical path.

 2.8.1 Detailed Project Plan from a Similar Project which describes the above.

 Proposers must provide a representative sample of a project plan, at the lowest level of detail, which was developed previously for a project similar to this one in size and scope.

 Include both the original plan and any subsequent deviations, including budget variations.

2.9 Enhancements and Legislative Changes

The ETF has to accommodate legislative changes to the WRS which could impact the planning timeline used to respond to this proposal. Explain in detail, the process and timeline for complying with changes if/when they occur. Citing a specific example from another similar project could be a good way to demonstrate your approach.

* 1. Vendor References

3.1 Selected organizations may be contacted to determine the quality of work performed.

3.2 Use the Reference Sheets in Appendix E to provide three (3) references. Each reference must identify the company/agency for which you have provided services and the type of program administered. Details should include the services provided that are similar in scope and size to the TIM project, staffing on the project and the numbers of years the services have been provided. At least one reference must be a public sector employer plan with 300,000 or more eligible employees and at least 1000 employers. Furthermore, at least one reference must be from a company/agency that you have provided services for, for a minimum of two consecutive years.

3.3 The Department reserves the right to contact references other than those provided.

**SECTION C: TIM Mandatory Requirements and Deliverables**

The mandatory requirements and deliverables anticipated as an end result of this RFP process are detailed out below. Please complete the summary document in Appendix B.

For each of the requirements and related deliverables shown below, please describe your methodology, processes, experience, risk management approach, and any other pertinent information to perform all of the functions listed. Please provide specific examples from comparable engagements you have participated in for each of the functions.

Part 1.0 Primary Consultant/Strategic Partner Overview of Mandatory Deliverables

* + 1. Provide a consistent and continuous strategic partner presence for the life of the engagement. It is expected that the proposed vendor would be able to provide a consistent, stable and highly qualified presence at ETF for the term of the engagement.

 The Proposer must provide a process for achieving reasonable measurable outcomes, definition of what business transformation means, definition of integration, their approach to business transformation as a result of implementing a package solution and their approach to governance.

* + 1. Assist ETF by augmenting existing staff’s core competencies by providing the knowledge, background, leadership and experience in undertaking a project of this size and magnitude. Perform an analysis of current state business and information technology (IT) functionality to assist in a strategic planning and implementation effort. Assess and provide direction on ETF’s readiness to implement a package retirement and benefit administration solution.
		2. Evaluate and assess current ETF priorities and interim projects to ensure optimum utilization of ETF business and technology resources. If possible, implement process improvements and/or technology changes to ensure a reduction in work effort and the freeing of ETF resources for their involvement in the TIM related efforts. This endeavor can be aided by reviewing the Department’s recent Business Risk Assessment analysis which can be found here: SECTION E: Program Background Information.
		3. Perform a strategic planning exercise to enhance ETF’s knowledge and understanding of the challenges, risks and rewards related to attaining a “future state”. This exercise should help identify and define much of the communication and some of the change management challenges facing ETF.
		4. Lay out a “Roadmap” detailing the optimal approach for ETF’s transition from our current state to a future state with improved processes, procedures, policies and systems. This roadmap should include proposed timelines, milestones, and an anticipated deliverable schedule.
		5. Develop detailed requirements documentation as the primary input to the package vendor RFP (Part 3 below).
		6. Development of a RFP for procurement of a package solution(s) to meet the
		Roadmap, ETF Vision and Requirements defined above. This effort should include assisting ETF in the creation of a RFP, vendor selection, implementation oversight, and post-implementation support, if needed.
		7. Describe in detail, your role in supporting the implementation of a package solution including project management, phasing/staging of the package solution in context of ETF’s existing applications and application functionality, vendor oversight, process improvements, training, configuration and package customization.

Part 2.0 As-Is Analysis, Detailed Readiness Assessment and Roadmap

Readiness Assessment should include a plan to review and evaluate ETF’s readiness to move forward with developing an RFP for a package solution. It is understood that an “As-Is” analysis will need to take place as part of this process but ETF clearly wants the focus to be on the future phases of the project.

2.1 Describe your approach to a SWOT analysis as one of the steps to performing the readiness assessment.

2.2 Review of both Business and Technology maturity levels to help assess and determine ETF readiness to move forward with a project of this size and scope.

2.3 Using your background, expertise and experience working in systems like ETF’s, provide an objective analysis of peer public retirement and benefits administration systems.

2.4 Understand and document the “As-Is” business processes of ETF and how the processes and the underlying data/existing applications and functions interact in sufficient detail to be used in the package vendor RFP.

2.5 Perform a review of all current studies (e.g. the latest CEM bench marking Analysis and Business Risk Assessment for online self services, etc.) to better understand ETF’s “As-Is” situation. See more details on these earlier projects at: SECTION E; Program Background Information.

2.6 ETF currently has numerous efforts underway designed to assist in moving the Department forward with the TIM suite of strategic enterprise projects. These projects are being performed to reduce risk and provide improved customer service during the vendor selection, business transformation, integration, and implementation phases. ETF would like validation that these projects provide value and should continue through the vendor selection and/or implementation process.

2.6.1 Please describe your approach to reviewing these projects, and identifying those that should continue and/or projects that should be undertaken. How would you communicate and implement these changes.

2.6.2 Describe your approach to determining the appropriate prioritization and staging of these projects.

2.6.3 Identify short and long-term improvements that can be made to ETF business processes in order to improve customer satisfaction, service delivery, and processing efficiency.

2.6.4 Review existing data sources at ETF and create an approach to data standardization, migration and conversion.

2.7 Assist ETF in identifying, structuring and organizing ETF to maximize productivity and successful change management (*culture change*) in a thoughtful, phased approach to minimize short-term (“pain”) and to ensure long-term success. Include, at a minimum, the items listed below:

 2.7.1 Training programs

 2.7.2 Organizational structure

 2.7.3 Team Building

 2.7.4 Other, please specify.

2.8 Develop business requirement documentation in sufficient detail to be used as a significant input to assist in the package vendor RFP selection process.

**Part 3.0: Create Strategy, Develop and Evaluate Vendor RFP (Package solution as well as customization, where needed)**

3.1 Procurement Strategy

3.1.1. The selected Proposer will be responsible for proposing a procurement strategy that includes all activities that must take place to satisfy the successful implementation of a package replacement information system which will incorporate functional, business process and technical requirements.

3.2 Describe in details how you have successfully achieved the following primary goals in similar procurements:

* + 1. Maximizing configurability and ease of configuration of selected solution(s);
		2. Minimizing customization and development time
		3. Phasing the configuration, development and implementation into manageable modules in order to reduce cost, schedule and performance risks;
		4. Proving the overall quality of services delivered by ETF; and
		5. Integrating all applications and technologies;
		6. Minimizing implementation risk;
		7. Replacing/retiring legacy systems that are at end-of-life or can be retired by an integrated package(s) solution(s).
		8. Implementing process and policy improvements to support all of these goals

3.3 RFP Development - Please include a time estimate on the development of the RFP, include your approach and your experience addressing each of the Proposer areas of responsibility listed below.

* + 1. Provide at least one complete sample of a comparable RFP document and evaluation criteria to the one ETF seeks in this RFP.
		2. Develop and write the package retirement and benefits administration system replacement vendor RFP.
		3. Develop evaluation criteria for evaluating RFP responses.
		4. Develop the demonstration scripts for potential System Replacement Vendor(s) to follow in their product presentation based on the detailed requirements in the RFP.

3.4 RFP Evaluation - The Proposer will provide recommendations and advice on performing, but not limited to, each of the items listed below. Please explain your approach and experience for each of these requirements:

* + 1. Attend the package retirement and benefits administration system replacement vendor(s) presentations and assist in preparing formal responses to Proposer questions relating to the RFP.
		2. Provide assistance in the review of the package retirement and benefits administration system replacement vendor(s) hardware and software recommendations.
		3. Assist the Evaluation Committee, in the review of RFP proposals received. Review will include, but not be limited to: analysis of the project plan submitted with regard to completeness and detail; understanding business requirements; analysis of the submitted staffing structure and balance between skill categories; review of resumes and analysis of actual experience versus required experience; detailed financial analysis of the proposals; and development and presentation of comparison analysis for all evaluation criteria for all qualified Proposers.

3.5 Upon package vendor selection, perform a Gap Analysis of the solution(s) versus the identified Business Requirements to assist in appropriate vendor selection as well as identifying any “bolt-on”, custom, or other package solutions that may need to be procured to fully meet the business requirements.

3.6 Provide written comments regarding the soundness of the design proposals in regard to completeness, minimization of risk and comparison to documented best practices and industry trends regarding COTS (commercial off-the-shelf) package usage, custom development options and application architecture strategies.

3.7 Assist in developing an appropriate technical infrastructure to support the selected vendor. Consideration must be given to up-time requirements, disaster recovery and Continuity of Operations Planning capabilities as well as capacity planning to support an ever-growing number of retirees.

3.8 Provide a definition, measurement approach and how to reach agreement on specific critical success factors, acceptance criteria and measurement for each deliverable within each milestone in the package vendor RFP. These criteria are the primary quality factors in determining completeness for deliverables. These factors ensure that clear expectations have been written and agreed upon between the department and the selected vendor of the package vendor RFP.

**Part 4 Consulting Services Associated With the Implementation of the Package Vendor Solution**

4.1 Package vendor solution noted in Part 3 above. Describe in detail your process or methodology for:

4.1.1 Confirming, defining if necessary, monitoring and documenting standards for all deliverables and reporting, including quality assurance, quality management, testing, etc.

4.1.2 Confirming, defining if necessary, and monitoring design standard for business process alignment.

4.1.3 Confirming, defining if necessary, monitoring and documenting programming standards.

4.1.4 Confirming, defining if necessary, documenting and monitoring of testing standards, procedures and templates for the selected vendor and department users.

4.1.5 Confirming, defining if necessary, documenting and monitoring the process for project task review and reporting.

4.1.6 Defining, documenting and monitoring the process and methodologies for issue identification and resolution.

4.1.7 Defining, confirming, documenting and monitoring the process for risk assessment, assignment of ownership for resolution, and escalation process including but not limited to: project budget; project actuals; assigned project resources; system user requirements; system knowledge transfer; issue management; change management; technical compliance including interfaces and project schedule.

4.1.8 Assist in additional Business Process Redesign efforts to ensure maximum utilization of the selected package solution and/or the remaining home grown systems.

4.2 The Proposer should plan to provide traditional Independent Verification and Validation and project monitoring assistance to ETF to ensure package vendor is completing tasks and adhering to project timelines in an appropriate and timely manner. The specific objectives are to:

 4.2.1 Identify and minimize project risks.

 4.2.2 Effectively apply project controls.

 4.2.3 Perform a third party independent review of the project.

 4.2.4 Assure that appropriate Quality Assurance processes are in place

 4.2.5 Provide appropriate project feedback (written and oral) including written recommendations to ensure the project meets business and technical requirements.

**Part 5.0** **Department’s Responsibilities**

5.1 Provides the successful proposer with a single point of contact (SPOC) for all contract related communications, day-to-day guidance, direction and payment approvals.

5.2 Provides review and/or approval of all vendor generated deliverables.

5.3 Assigns a project manager(s) to assist the proposer and who will be responsible for the identification, coordination and acquisition of ETF and other resources, as needed to ensure overall success.

5.4 Holds weekly (or more frequent, as necessary) status meetings as determined by ETF’s SPOC, throughout the term of this engagement. These meetings will involve all appropriate resources for the specific phase of the project.

Part 6.0 Special Terms and Conditions

6.1 Fifteen percent (15%) will be withheld from the payment due upon acceptance of each milestone pending ETF’s acceptance of the deliverables. Withheld amounts will be released upon a mutually agreed upon schedule of payments during contract negotiations.

6.2 The parties agree that in the event of delay caused by the vendor, it will be difficult or impossible to determine actual damages. Consequently, if the agreed upon end date for each milestone, is delayed by more than 15 consecutive working days because of actions or inactions on the part of the vendor as determined by ETF, then ETF will invoice vendor $5,000 per day up to 50% of that milestone’s payment as liquidated damages not as penalty amounts. If the delay in meeting the agreed upon end date for each milestone exceeds 45 working days, ETF may invoke the cancellation or termination clause.

6.3 Key Personnel and Personnel Changes:

Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.

The contractor may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The contractor shall provide a notice of proposed diversion or replacement to the SPOC at least sixty (60) days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced staff. At least thirty (30) days before the proposed diversion or replacement, the SPOC shall notify the contractor whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by ETF shall not be unreasonably withheld or delayed.

Replacement staff shall be on-site at least two (2) weeks prior to the departure date of the person being replaced. The contractor shall provide ETF with reasonable access to any staff diverted by the contractor.

Replacement of key personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Failure to promptly replace key personnel who have terminated their employment with the contractor within seven (7) calendar days after departure shall entitle ETF to liquidated damages of three thousand dollars ($3,000) for each and every day thereafter until said replacement is accomplished.

Any of the contractor’s staff that ETF deems unacceptable shall be promptly and without delay removed by the contractor from the TIM and replaced by the contractor within thirty (30) calendar days by another employee with acceptable experience and skills subject to the prior approval of ETF. Such approval by ETF will not be unreasonably withheld or delayed.

6.4 Management Reports. The proposer shall furnish ETF with weekly status reports. These reports must be provided in writing to the SPOC. In addition to the weekly written reports, it is anticipated that there will also be at least, weekly face-to-face meetings to provide all interested ETF parties with updates. Additionally, from time-to-time, special reports (status, presentations, package vendor RFP related reports, etc.) will be required.

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

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

1. COST PROPOSAL

Please comply with the instructions in Section A., Part 2.0, Section 2.4.f. using Appendix G.

**SECTION E. PROGRAM BACKGROUND INFORMATION**

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

**Reference Materials**

|  |  |
| --- | --- |
| **Document** | **Web Address** |
| Employee Trust Funds Internet Site | <http://etf.wi.gov> |
| WI State Statutes Ch. 40 | <http://www.legis.state.wi.us/statutes/Stat0040.pdf> |
| CEM Benchmarking Analysis | <http://web.etfnet.wi/etf/internet/RFP/tim/cem-benchmarking.pdf> |
| Risk Remediation Roadmap for Online Self Service | <http://web.etfnet.wi/etf/internet/RFP/tim/risk-remediation-etj0038.pdf> |
| Sample Business Associate Agreement | <http://web.etfnet.wi/etf/internet/RFP/tim/sample-baa.html> |
| State of Wisconsin Pocket Travel Guide  | <http://web.etfnet.wi/etf/internet/RFP/tim/travel-guide-wi2012.html> |

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| **STATE OF WISCONSIN** **TRANSFORMATION INTEGRATION AND** **modernization (tim) consulting services****ETB0033**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) and Special Terms and Conditions |
| APPENDIX E Vendor Information (DOA-3477) and References (DOA-3478) |
| APPENDIX F Privacy of Personal Data Mitigation of Privacy BreachAPPENDIX G……..Cost Proposal |

Appendix A
Proposer’s Checklist

**RFP ETB0033**

**Mandatory**

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

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

( ) 2. TRANSMITTAL LETTER (Section A, Part 2.4)

( ) 3. AGREEMENTS

Appendix A – Proposer’s Checklist

Appendix B – Mandatory Requirements and Mandatory Deliverables

Appendix C – Designation of Confidential and Proprietary Information

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

Appendix E – Vendor Information and Reference Sheets

Appendix F – Privacy of Personal Data and Mitigation of Privacy Breach

( ) 4. RESPONSE TO SECTION B PROPOSER QUALIFICATIONS

( ) 5. RESPONSE TO SECTION C TIM MANDATORY REQUIREMENTS AND DELIVERABLES

( ) 6. Appendix G: SECTION D COST PROPOSAL

PROPOSING VENDOR NAME: DATE:

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AUTHORIZED REPRESENTATIVE:

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

Appendix B
Mandatory Requirements

**RFP ETB0033**

**Mandatory**

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

The following requirements are mandatory and must be met by all vendors submitting proposals. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. However, if you disagree with any of the statements below, ETF may consider your proposal only if the issue is addressed in Section A, Part 2.4(b), Transmittal Letter.

|  |  |
| --- | --- |
| **MANDATORY REQUIREMENTS** | **Check One** |
| **Agree** | **Disagree** |
|  |  |  |
| * + - 1. The Proposer must have a minimum of ten (10) years of public sector retirement and benefits administration experience.
 |  |  |
| 1. The Proposer agrees to adhere to all ETF Department standards, policies and procedures while on-site at ETF and in all work performed with and for ETF. Any exceptions to this statement must be cleared, in writing, by ETF.
 |  |  |
| 1. The Proposer has no conflict of interest with regard to any other work performed for the State of Wisconsin.
 |  |  |
| 1. The Proposer complied with Section B., Part 3.0 Vendor References.
 |  |  |
| 1. The Proposer must propose a team of consultants who have worked together previously in similar public retirement and benefits administration projects for comparable clients while in the vendor’s employment and comply with the requirement(s) in Section B Proposer Qualifications.
 |  |  |
| 6. The successful vendor agrees not submit a proposal for the COTS RFP. |  |  |
| 7. The Proposer agrees to comply with Section C. Part 6.0 Special Terms and Conditions. |  |  |

Appendix C
Designation of Confidential and Proprietary Information

**RFP ETB0033**

**Mandatory**

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

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

**STATE OF WISCONSIN**

DOA-3027 N(R01/98)

The attached material submitted in response to Proposal ETB0033 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal be treated as confidential material and not be released without our written approval.

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

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

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

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

# Appendix C – RFP ETB0033 – Designation of Confidential and Proprietary Information

We request that the following pages from our response to Proposal ETB0033 not be released (indicate Section, Page and Topic):

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

Appendix D
Standard Terms and Conditions

**RFP ETB0033**

**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
Section A, Part 2.4(b), Transmittal Letter**

Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration

Chs. 16, 19, 51

DOA-3054 (R10/2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 A good faith dispute creates an exception to prompt payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
2. **WORK CENTER PROGRAM**: The successful Proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful Proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE**: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin Division of Agency Services

Department of Administration Bureau of Procurement

DOA-3681 (01/2001)

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

**SUPPLEMENTAL STANDARD TERMS AND CONDITIONS
For PROCUREMENTS FOR SERVICES**

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The con­tents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the Proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organi­zation, that in connection with this procurement:

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

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

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

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

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

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

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

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

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

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

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

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

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

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

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

Appendix E
Vendor Information
and Reference Sheets

**RFP ETB0033**

**Mandatory**

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

**STATE OF WISCONSIN**

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

**Vendor INFORMATION**

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

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

|  |  |  |
| --- | --- | --- |
| State of 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
Privacy of Personal Data
Mitigation of Privacy Breach

**RFP ETB0033**

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

**Exceptions must be addressed in
Section A, Part 2.4(b), Transmittal Letter**

PRIVACY OF PERSONAL DATA

MITIGATION OF PRIVACY BREACH

In the course of providing services as set forth in the proposal, the contractor may have access to extensive personal information regarding participants in the Wisconsin Retirement System (WRS) and other persons who receive health insurance benefits through the Department of Employee Trust Funds. The vendor whose proposal is accepted must comply with the provisions of this appendix.

It is the intent of this appendix to set forth privacy requirements of the vendor in carrying out the Contract for the Request for Proposal (RFP) ETB0033 Transformation, Integration and Modernization (TIM) Consulting Services for the Department of Employee Trust Funds (ETF) Wisconsin Retirement System (WRS),(“Underlying Contract”) in addition to those set forth in the proposal, and mitigation requirements of the vendor in the event of a data breach. The appendix uses terms defined in the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 to 164) as well as Wisconsin Law. This Agreement also addresses compliance with Wisconsin laws on confidentiality of Personal Information.

# DEFINITIONS

As used in this appendix, the words and terms defined in this section, unless the context otherwise requires, have the meanings ascribed to them in this section.

“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” has the meaning set forth in Wis. Stat. § 134.98.

“Protected Health Information” has the meaning set forth in 45 C.F.R. § 160.103.

“User Account Information” means log on information for ETF databases and systems.

# OBLIGATIONS OF VENDOR

**HIPAA COMPLIANCE:** The vendor will comply with HIPAA, as amended from time to time.

**AUTHORIZED USES AND DISCLOSURES:** The vendor may use or disclose Personal Information or Protected Health Information it creates for, receives from or is provided access to by ETF or any business partner of ETF only for the purposes of carrying out the Underlying Contract.

**PROHIBITED USES AND DISCLOSURES:** The vendor will neither use nor disclose Personal Information or Protected Health Information it creates for, receives from or is provided access to by ETF or any business partner of ETF except as authorized or required by this appendix, the Underlying Contract or as required by law or authorized in writing by ETF.

**COMPLIANCE WITH REGULATIONS:** The Vendor will comply with all applicable state and federal laws relating to privacy of information, including, without limitation, Wis. Stats. §§ 40.07 and 134.98. In particular, the Vendor shall not disclose to any third party Individual Personal Information which ETF may not disclose pursuant to Wis. Stat. §40.07(1) or Medical Records that ETF may not disclose pursuant to Wis. Stat. §40.07(2).

**INFORMATION SAFEGUARDS:** The vendor will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of User Account Information, Personal Information, Protected Health Information, any information accessed with User Account Information under the control of the vendor and to prevent prohibited use or disclosure of User Account Information, Personal Information or Protected Health Information. The vendor will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request.

REPORTING OF IMPROPER USE OR DISCLOSURE AND BREACHES:

The vendor will report to ETF any use or disclosure of Individual Personal Information, Medical Records, Personal Information or Protected Health Information under the control of the vendor not allowed by this agreement at the time the vendor learns of such prohibited use or disclosure.

The vendor will report to ETF any security incident of which the vendor becomes aware that directly and materially involves User Account Information, Personal Information, Medical Records or Protected Health Information under the control of the vendor within three (3) business days after becoming aware of the incident. For the purposes of this subsection, “directly and materially involves” means direct access to Personal Information, Individual Personal Information, Medical Records or Protected Health Information under the control of the vendor that is not allowed by the underlying contract or this appendix.

DUTY TO MITIGATE EFFECT OF MISUSE OR UNAUTHORIZED DISCLOSURE AND NOTIFY MEMBERS OF UNAUTHORIZED ACQUISITION:

The vendor will mitigate, to the extent practicable, any harmful effect that is known to the vendor of improper use, unauthorized disclosure or security incident reported pursuant to subsection E of this section. If ETF determines that the provision of credit-monitoring services is necessary to mitigate the misuse, unauthorized disclosure or security incident, the vendor will bear the full cost of the provision of these services.

The vendor will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches, and shall ensure 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.

**MINIMUM NECESSARY:** The vendor will make reasonable efforts to use, disclose, access or request only the minimum amount of information necessary to carry out the underlying contract. Internal disclosure, access to and use of such information by employees of the vendor shall be limited to those employees who need the information and only to the extent necessary to perform their responsibilities according to the underlying contract and this appendix.

**H. DISCLOSURE TO SUBCONTRACTORS AND AGENTS:** The vendor shall require all 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 the vendor with respect to the underlying contract and this appendix.

APPENDIX G.

**SECTION D. COST PROPOSAL**

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

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

(Print or type)

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

(Signature of authorized person)

Please comply with Section A, Part 2, 2.4.f. of this RFP.

The Proposer must adhere to the format set forth below; failure to do so may result in disqualification. Proposers must provide an overall not-to-exceed price covering all services and deliverables identified in each of the sections below and further defined in this RFP. Travel will be paid in accordance with Section E.

 Proposers shall also provide a blended hourly rate for unanticipated tasks. All prices given must be complete and inclusive, provide details for all ancillary costs included.

**Milestones / Deliverables Total Deliverable Price**

*Section C Part 1.0*

*Not-to-Exceed Cost for Phase 1* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Milestones / Deliverables Total Deliverable Price**

*Section C Part 2.0*

*Not-to-Exceed Cost for Phase 2* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(Print or type)

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

(Signature of authorized person)

**Milestones / Deliverables Total Deliverable Price**

*Section C. Part 3*

*Not-to-Exceed Cost for Phase 3* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Milestones / Deliverables Total Deliverable Price**

*Section C. Part 4*

*Not-to-Exceed Cost for Phase 3* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Not-to-Exceed Cost for Section C. Parts 1-4\*:***

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*The Total Deliverable Cost will be used to calculate points.

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

Blended Hourly Rate

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

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