**Request for Proposals for the State of Wisconsin**

**ETE0061**

**Pension Administration System**

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Issued by the State of Wisconsin

Department of Employee Trust Funds

Per Addendum 1 - revised RFP Section 2.4

and

Per Addendum 5 - revised RFP Sections 1.10 Table 5 and 2.5(a) to provide a working BOX url <https://etf.app.box.com/f/d85b2ffeb50842b6a89b37ab47adba92> where proposals must be uploaded before 11:00 AM CST on November 18, 2024.

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# 1 General Information

## 1.1 Introduction

The purpose of this Request for Proposal (RFP) is to provide interested and qualified vendors with information to enable them to prepare and submit competitive Proposals to provide and maintain a new, fully integrated, best-practices-based pension administration system requiring minimal customizations to meet the State of Wisconsin Department of Employee Trust Funds’ (Department or ETF) requirements.

The Department intends to use the results of this solicitation to award a Contract for a Pension Administration System (PAS). The Contract will be administered and managed by the Department. This RFP document, its attachments, addendums, and the awarded Proposal will be incorporated into the Contract.

## 1.2 Department Overview

The Department, located in Madison, Wisconsin, administers the Wisconsin Retirement System (WRS), the group health insurance program for State employees and many local governments, and a variety of other public employee benefit programs. The $128 billion WRS is fully funded and consistently ranks among the top 10 largest public pension funds in the United States, providing benefits for nearly 700,000 current and former State and Local public employees and their beneficiaries. Participants include current and former employees from over 1,600 employers, which include State of Wisconsin agencies, Universities of Wisconsin, participating local governments and school districts.

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| **Table 1 - 2023 Participants in the WRS 2023 ETF ACFP (unaudited)** | |
| 265,000 | Active employees |
| 427,000 | Annuitants (retirees, disability recipients, and beneficiaries) |
| 692,000 | **Total WRS Participants** |

The Department is overseen by independent governing boards and funds are held on behalf of benefit program beneficiaries in the Public Employee Trust Fund created and regulated under [Chapter 40](https://docs.legis.wisconsin.gov/statutes/statutes/40) of the Wisconsin Statutes.

The WRS offers a retirement benefit based on a defined contribution calculation or a defined benefit calculation. The WRS refers to these calculations as Money Purchase (defined contribution) and Formula (defined benefit). Retirement benefits are calculated using both methods and members are paid the highest amount. Benefits are funded from employee and employer contributions and investment income. The State of Wisconsin Investment Board is responsible for investment of WRS funds. The WRS is comprised of two different funds, the Core Trust Fund and Variable Trust Fund, with different asset allocations and risk profiles. Members can choose to deposit 50% of their employee and employer contributions into the Variable Trust Fund. Various reserves have been established to reflect legal restrictions on the use of pension funds, including an employee reserve, an employer reserve, and an annuity reserve. The WRS also includes a retirement disability component. More information is available in ETF’s Annual Comprehensive Financial Report and actuarial reports ([Reports, Statements and Studies](https://etf.wi.gov/about-etf/reports-and-studies)).

### 1.2.1 Systems and Enterprise Technology

Currently, ETF uses multiple information systems in support of its business processes for both insurance and pension functions. Those systems include mainframe and distributed systems using COBOL, Java, WebSphere, DB2, MS Access, and other technologies.

ETF would like to procure a pension administration system that would permit ETF to perform all of its WRS-related operations, e.g. perform wage and contribution reporting, generate benefit estimates, issue refunds (separation benefits), calculate purchased service, process retirements, process payroll and taxes (including 1099-Rs), and produce member statements, as well as the calculation and payment of Wis. Stat. 40.65 duty disability, long-term disability insurance (LTDI), death benefit processing, and Wis. Stat. 40.63 disability retirement benefits, and either interface with ETF’s legacy sick leave conversion credit system or replace it which includes interfacing with ETF’s health insurance premium payment system.

ETF seeks a modernized, secure, browser-based solution that provides members, users, employers, third party administrators (TPAs), and managers an exceptional customer experience and that allows for ease of application, enhancement, and maintenance. This PAS needs to effectively interface with other ETF systems, employers, and external entities, have self-serve capabilities for users, include ad hoc reporting capabilities, and have audit capabilities showing how a member’s account was interacted with, including on what date and by whom.

**1.3 Additional Background Information**

Table 2 below provides links to additional background information. This information is provided to assist Proposers in completing an RFP response.

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| **Table 2 - Additional Background Information** |
| [Employee Trust Funds Website](https://etf.wi.gov/) |
| [Wisconsin Legislature: Chapter ETF 11](https://docs.legis.wisconsin.gov/code/admin_code/etf/11) |
| [Wisconsin State Statutes Chapter 16](https://docs.legis.wisconsin.gov/statutes/statutes/16) |
| [Wisconsin State Statutes Chapter 40](https://docs.legis.wisconsin.gov/statutes/statutes/40) |
| [2023 State of Wisconsin Annual Comprehensive Financial Report (ACFR)](https://doa.wi.gov/budget/SCO/FY%202023%20ACFR%20Final.pdf) |
| [State of Wisconsin website listing Annual Comprehensive Financial Reports (ACFRs)](https://doa.wi.gov/Pages/StateFinances/ACFR.aspx) |
| [2023 Legislative Fiscal Bureau WRS Informational Paper](https://docs.legis.wisconsin.gov/misc/lfb/informational_papers/january_2023/0085_wisconsin_retirement_system_informational_paper_85.pdf) |

PAS Request for Information (RFI) meetings were held virtually in June and July 2024. More information on the PAS RFI can be found here: <https://etf.wi.gov/node/37006>

**1.4 Project objectives and Scope**

The Department has embarked on a modernization initiative with the aim of replacing legacy systems by implementing multiple new systems for data management, enterprise content management (ECM), insurance administration, and pension administration.

The objective of this RFP is to solicit Proposals from pension system software and implementation vendors to provide the Department with an integrated PAS. Pension administration is a core service of the Department. The Department is ***not*** looking to build a customized software solution from scratch. Vendors are to propose a solution consisting of the implementation of a fully integrated, best-practices-based PAS requiring minimal customizations to meet the Department’s requirements stated in Appendix 6B – Functional Requirements, Appendix 7B - Non-Functional Requirements, and Appendix 8 – PAS Deliverables. The PAS system must also interface with key existing systems that are already implemented at ETF listed in Appendix 7C – Interface Catalog and be able to migrate data listed in Appendix 7D – Data Migration Catalog.

The Department will consider different types of base solutions for PAS, including:

* a pension administration commercial-off-the-shelf (COTS) product or pension administration framework product. Framework product means a commercially marketed product or platform providing a robust functional and technical foundation that would serve as the basis for the PAS solution.
* a non-pension administration product or framework product that has been previously deployed for pension administration purposes similar to what is described in this RFP.

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| **Table 3 – Summary of PAS Target Outcomes** | | |
| Goal 1  Enhanced Service to Members | Goal 2  Improved Operational Efficiency | Goal 3  Scalability and Future Proofing |
| \* The new solution provides enhanced self-service capabilities (e.g., benefit estimation and application tools via web and mobile applications) to members. \* The new solution enables members to reliably access up-to-date and accurate pension account and transaction status information.  \* The new solution helps to minimize incidences of, and opportunities for, errors by automating 90% of calculations of key member account values (e.g., creditable service, final average earnings, formula benefit versus money purchase account value, divisions for Qualified Domestic Relations Orders, variable excess/deficiency).  \* The new solution accelerates service delivery (e.g., reduced average time to process and acknowledge beneficiary designations, service purchases, benefit adjustments due to factors such as late reported service, earnings, and employment termination dates).  \* The new solution enables members to receive more timely and effective communications from ETF.  \* The solution accommodates member interaction feedback mechanisms, and scores for satisfaction and ease of doing business are positive within six months of full implementation. | **\*** The new solution provides a consolidated view of member information.  \* The new solution provides enhanced workflow capabilities for ETF users to perform existing processes more quickly (e.g., on-demand real-time and historical reports on transaction processing, or automated tracking of productivity, including average processing time by business process).  \* The new solution helps ETF users to evaluate and improve business processes and simulate alternative workflows (e.g., by making average processing time by workflow step readily available and viewable via a reporting dashboard).  \* The new solution uses advanced, real-time reporting capabilities (e.g., dashboards available via web and mobile interfaces) to support better decision-making, ETF’s performance management processes and customer experience goals and objectives.  \* The new solution integrates seamlessly with existing systems as required. | \* ETF employees are able to maintain and evolve the Pension Administration System with minimal dependency on the vendor.  \* ETF employees are able to plan and deploy enhancements and new functionality as needed.  \* ETF staff report improved satisfaction in performing Pension Administration tasks within six months after implementation of the new PAS.  \* The new solution provides robust security features, including but not limited to industry standard authentication and authorization, encryption, access controls, and regular audits to safeguard information to help protect member data and prevent fraud. |

Any Contract awarded will be for at least the following solution components: a hosted, stable, robust and mature software solution, project management services, documentation, testing, implementation, integration, training, warranty, and support.

The Department may award a Contract to the Proposer who can best meet the requirements in this RFP, including:

* Has an existing and robust pension administration system product.
* Has a history of successful implementation of comparable projects with entities of similar size and complexity as ETF.
* Has a long-term commitment to the pension administration system business and has long-term viability as a company.
* Has a robust, product enhancement strategy for both software functionality and architecture that will keep it current with industry trends, standards, compliance, and regulations without the need for customization by ETF.
* Can provide an efficient and proven set of implementation services to ensure ETF leverages the capabilities of the software to implement new business processes and achieve business goals.
* Has a hosted option to support ETF’s security, performance, availability, reliability, disaster recovery, business continuity, and operational requirements.
* Provides high quality, responsive software maintenance and support services for the installed system.

The Department must comply with complex and changing State and Federal Government regulations, many of which require management by its PAS. Proposers should note that certain business processes described by the Department in Appendices 6B – Functional Requirements and 7B – Non-Functional Requirements are mandated by statute or regulation and cannot be modified. It is critical that the chosen PAS be flexible, and the vendor be able to quickly assess and implement changes to the software when configuration is not possible.

Areas of current concern include, but are not limited to:

IRC 401(a)(17)

IRC 415(b)

Secure Act (2019) and Secure 2.0

Wisconsin Statutes Chapter 40

Compliance with these regulations must be incorporated within the PAS in the procedures and more importantly the functional aspects of each affected system module. For example, periodic updates to tax rate tables are required. The system must provide the ability to maintain compliance with changing regulations, rules, and rates, either through system configuration or by the implementation of new software versions.

### 1.4.1 Single Source of Support

A single prime Contractor will be responsible for the successful delivery of all contracted deliverables and Services, including Subcontractors’ efforts. Multiple (alternate) proposals from a Proposer will not be accepted.

The Department is seeking a single source for all activities related to the PAS. The Contractor may subcontract a portion of the work but shall retain sole responsibility for the successful delivery of all contracted deliverables. The Contractor must be designated in the Proposal, and any use of Subcontractors must be clearly explained. The Contractor shall be responsible for the Services provided by the Contractor and all of its Subcontractors, and the Contractor and its Subcontractors shall infer a single source of support as the Contractor.

List all Subcontractors and the tasks that each Subcontractor is to perform as requested in Appendix 3 – Subcontractor Information. All Subcontractor staff in key positions must meet the same qualifications for experience specified for the Contractor. Upon request, resumes must be included for these key Subcontractor staff. The Proposal must also include executed copies of any agreements currently in place or sample copies of any agreements that are to be executed between the Contractor and any Subcontractors in the event of Contract award. All subcontracting agreements must be signed prior to the Contract award and executed copies must be provided to the Department for review prior to the execution of the Contract with the Contractor. Throughout the Contract, Contractor must provide notice to the Department and receive Department approval before a new Subcontractor is assigned. Proprietary or confidential information may be redacted in the subcontract agreements provided to the Department. The Department reserves the right to reject any Subcontractor or the specific agreement between the Contractor and Subcontractor.

All Proposers must list in their Proposals the complete names and addresses of all Subcontractors and the type and percentage of work the Subcontractor(s) will be providing. Proposals must include a signed, written statement from any proposed Subcontractors verifying their commitment to perform the Services indicated to be completed by them. Failure to identify Subcontractors within your Proposal, or throughout the term of the Contract, may be grounds to find the Contractor in breach of the Contract.

Substitution of any proposed Subcontractor is allowed only after prior written permission is received from the Department Project Manager.

### 1.4.2 Source Code Escrow

The Department expects the Contractor to deliver the PAS application source code as customized to meet Department-specific functional requirements upon the delivery of the PAS for use in each iteration and no less frequently than every month thereafter. Source code should also be escrowed on a monthly basis at a mutually acceptable escrow entity.

The Proposer’s proposed solution must NOT include software or hardware locks, traps, dongle keys, or similar security measures that would in any way deny the Department full and complete access. The Proposal must include an inventory of all software, complete with specifications, licensing fees, and instructions detailing how the Department would compile and promote this code into a production environment in the case of the Proposer’s business liquidation and subsequent Contract termination.

### 1.4.3 Indemnification

By submitting a proposal, Proposer acknowledges and agrees to fully indemnify, hold harmless and defend the Department, its Board, officers, participants, employees, agents, and representatives (Indemnified Party) against and in respect of any and all claims, demands, damages, suits, actions, costs, charges, losses, liabilities, expenses, and deficiencies, (including without limitation legal fees and expenses), whether or not involving a third party claim, resulting from, arising out of, or in any way related to (a) any untrue warranty or representation or material omission of the Proposer contained in their proposal; (b) any breach of any warranty or representation of the Proposer contained in their proposal; (c) any breach of any covenant or other obligation or duty of Proposer under this RFP or under applicable law; and, (d) any liens, claims, encumbrances, or infringement of any patent, trademark, copyrights, or other proprietary or intellectual property right in each case whether or not caused by the negligence of the Department or any other Indemnified Party and whether or not the relevant claim has merit.

## 1.5 Procuring and Contracting Agency

This RFP is issued by the Department which is the sole point of contact for the State of Wisconsin in the selection process. The terms “ETF” and “Department” may be used interchangeably in this RFP and its attachments.

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

**Wisconsin Department of Employee Trust Funds**

Procurement Lead: Joanne Klaas

Email: [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov)

## 1.6 Definitions and Acronyms

Words and terms shall be given their ordinary and usual meanings. Where capitalized in this RFP, the following definitions and acronyms shall have the meanings indicated unless otherwise noted. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter forms of the words and terms. See definitions from [Wis. Stat. § 40.02](https://docs.legis.wisconsin.gov/document/statutes/40.02).

**AcSL** means the application that assists in the automation of the application of ASLCC and SHICC benefits.

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

**Annuity Reserve** means the portion of the trust fund used to pay annuities.

**Application Administrator** means a member of ETF staff (typically a business analyst, not a member of the IT organization) who is responsible for and has the access rights to perform administrative tasks such as adding users or changing user access rights with the PAS.

**ASLCC** means Accumulated Sick Leave Conversion Credit by which retiring members can use their accumulated unused sick leave to pay healthcare insurance premiums until the ASLCC account has been drawn down to zero.

**BIS** means the Department’s Benefit Initiation Section.

**BISM** means the Department’s Bureau of Information Security Management.

**BITS** means the Department’s Bureau of Information Technology Services.

**Board** means the State of Wisconsin Employee Trust Funds Board. Note that ETF has more than one board. More information found here [Governing Boards | ETF (wi.gov)](https://etf.wi.gov/about-etf/governing-boards)

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

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

**Calendar Year or Year** means the time period from January 1 to December 31.

**Carrier or Third Party Administrator or TPA** means a vendor under contract with ETF and/or one of its boards.

**CISO** means Chief Information Security Officer.

**Confidential Information** means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information; (ii) Personally Identifiable Information under Wis. Stat. § 19.62 (5); (iii) Protected Health Information under HIPAA, 45 CFR 160.103; (iv) proprietary information; (v) non-public information related to the State of Wisconsin’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (vi) information expressly designated as confidential in writing by the State of Wisconsin; (vii) all information that is restricted or prohibited from disclosure by State or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis. Admin. Code ETF 10.70(1) and 10.01(3m); or (viii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36 (5) or material which can be kept confidential under the Wisconsin public records law.

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, this RFP, addendums and appendices, the successful Proposer's Proposal as accepted by the Department, the Department Terms and Conditions, an updated and executed Appendix 12 - Pro Forma Contract, Appendix 13 – Cost Proposal and any Best and Final Offer (BAFO), exhibits, subsequent amendments and other documents as agreed upon by the Department and the Contractor.

**Contractor** means a Proposer who is awarded the contract and with which a contract is executed.

**Core** means Core Trust Fund (contributions and investment earnings), the default fund into which employee and employer contributions are deposited and from which funds are transferred into the Annuity Reserve when a member becomes an Annuitant or separated.

**Cost Proposal** means the document submitted by a Proposer that includes Proposer’s costs to provide Services. The Microsoft Excel workbook attached as Appendix 13 – Cost Proposal is the required document all Proposers must submit. The Cost Proposal is described in Section 6 and elsewhere in this RFP.

**Customer** means any of the three groups who are served by or serve ETF: members, employers, and TPAs.

**Deemed Earnings** means those permitted contributions to be paid to WRS on earnings that were deemed to have been earned during the state-ordered furloughs during FY2010 and 2011 as well as the addition of creditable service for the period covered by those contributions.

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

**DET** means the State of Wisconsin Department of Administration Division of Enterprise Technology.

**DOA** means the State of Wisconsin Department of Administration.

**Domestic Partner** means a person recognized by Wisconsin law who, though unmarried, is entitled to all benefits of a spouse. Note: because federal tax laws do not recognize domestic partners as spouses, domestic partners are treated as non-spouses in some instances (e.g. joint survivor options limit based on ages, timeframe to apply for a death benefit, and imputed income on health insurance if insured is not a tax dependent.)

**DRO** means a Domestic Relations Order, a court order which states the percentage of a WRS member’s deferred compensation account or annuity to be awarded to that member’s former spouse or domestic partner, the decree date, etc. See also QDRO.

**DTF** means the Department’s Division of Trust Finance.

**Electronic Content Management (ECM) System** means the OnBase system used to manage documents including scanning, indexing, and workflows.

**ESS** means the Department’s Employee Services Section.

**Excess or Deficiency Amount** means the difference between the actual total balance in the WRS account and what the total balance would have been had there been no funds invested in the variable fund.

**FAE** means final average earnings, the total of the three highest years of earnings divided by the service credited during those three years divided by 12 months.

**Formula Benefit Calculation** means a retirement benefit calculation based on FAE, years of credited service, employment category, and other adjustments.

**IAS** means Insurance Administration System.

**Individual Personal Information** or **IPI** has the meaning ascribed to it at Wis. Admin. Code ETF § 10.70 (1). See Appendix 11 – Department Terms and Conditions (DTCs).

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

**Money Purchase Benefit Calculation** means a retirement benefit calculation based on the employee and employer contributions, the applicants age, and accumulated interest.

**NIST** means the National Institute of Standards and Technology.

**OEI** means the Department’s Office of Enterprise Initiatives. OEI is responsible for portfolio (made of many projects) and program (also made of many projects) management at ETF and will maintain the program plan for the PAS. The proposer’s project plan referenced in Appendix 5A and Appendix 8 is one project among many that make up the portfolio that OEI manages for ETF and one part of the overall PAS program plan that OEI will be managing.

**Participant Account Ledger (PAL)** shows a summary of the members account including earnings and service history and any monetary transactions from the previous year including contributions and interest credits.

**PAS** means Pension Administration System or equivalent, the solution for which this RFP is being issued.

**Personally Identifiable Information** or **PII** means information that is capable of identifying a particular individual through one or more identifiers or other information or circumstances. See Appendix 11 – DTCs.

**Proposal** means the complete response of a Proposer submitted in the format specified in this RFP, which sets forth the Services offered by a Proposer and Proposer’s pricing for providing the Services described in this RFP.

**Proposer/Vendor/Offeror** means any individual, firm, company, corporation, or other entity that submits a Proposal in response to this RFP.

**QDRO** means a Domestic Relations Order, that meets all applicable statutory requirements once reviewed by the Department.

**Quarterly** means a period consisting of every consecutive three (3) months beginning January.

**RAB** means the Department’s Retirement Accounting Bureau.

**Resolution** means the date an employer legally committed to becoming an employer participant in the WRS.

**Retiree or Pensioner or Annuitant** means a person receiving a monthly benefit payment (annuity). This could be a member, a survivor of a deceased member, or a former spouse that is receiving a retirement, disability, or death benefit.

**Retirement Benefit Amount** means the higher result of either the Formula Benefit Calculation or the Money Purchase Benefit Calculation

**Retirement Benefit Calculation** means the benefit calculated by means of the Formula Benefit Calculation or that of the Money Purchase Benefit Calculation.

**RFP** means this Request for Proposals ETE0061.

**RPO** means Retirement Planning and Outreach.

**Separation Benefit** means the payment made to a member who chooses to withdraw from the fund and take a refund of their prior contributions and accrued interest prior to eligibility for a retirement benefit at minimum retirement age.

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

**SHICC** means Supplemental Health Insurance Conversion Credit, a program that provides supplemental (to the ASLCC program) sick leave credits for participants retiring with 15 or more years of service.

**SPOC** means single point of contact.

**State** means the State of Wisconsin.

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

**S****ubcontractor** means a person or company hired by the Contractor to perform a specific task or provide Services as part of the Contract.

**Transaction** means any action or operation that involves the processing, updating, or recording of data within the PAS.

**Variable Excess or Deficiency** means the difference between a member’s actual account value, and what it would be if they were never in the Variable. The value is used to reflect variable fund participation in a formula calculation.

**Variable Trust Fund** means a separate investment trust fund for employees who elect to participate in higher risk investments to deposit 50% of employee and employer contributions.

**Warranty Period** covers the PAS for defects starting the day of the successful go-live event and extends 12 months thereafter.

**WRS** means Wisconsin Retirement System, the major retirement benefit program administered by the Employee Trust Funds (ETF).

## 1.7 Clarification of Requirements/Vendor Questions and Clarifying Questions

Vendors must submit all questions concerning this RFP via e-mail (no phone calls) to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov). The subject of the e-mail must state “**ETE0061**” and the e-mail must be received on or before the date indicated in Section 1.10 Calendar of Events for vendor questions. Vendors are expected to raise any questions they have concerning this RFP at this point in the process. Do not include any information within your questions that would identify your company as all submitted questions will be shared publicly on the Department’s website.

Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Proposer of any responsibilities under this solicitation or any subsequent contract.

Questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov) using the format specified below. Copy and paste this table into your Word document and add rows as necessary.

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| **Table 4 - Format for Submission of Clarification Questions** | | | | |
| Q # | RFP Section /Appendix # | RFP Page | Question/Rationale | Department Answer |
| Q1 |  |  |  |  |
| Q2 |  |  |  |  |
| Q3 |  |  |  |  |

Q = Vendor’s question. Leave the “Department Answer” column blank for the Department’s reply.

Vendor’s e-mail must include the name of the vendor’s company and the person submitting the questions. A compilation of all vendor questions and the Department’s answers, along with any RFP updates, will be posted to the Department’s website on or about the date indicated in Section 1.10 Calendar of Events. The names of the Proposers who submitted questions will not be in the compilation. It is the responsibility of the interested Proposer to assure that they received responses to their questions.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should upon discovery of such an issue, email [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov) with “ERROR re ETE0061” stated in the email subject line and explain such error. **Failure to raise any such cognizable error immediately but no later than before the Proposal submission deadline may result in a bar on subsequently raising the issue.**

If it becomes necessary to update any part of this RFP, updates will be published on the Department’s website listed above.

Vendors are then invited to submit *only* clarifying questions to the Department’s written, posted responses on or before the date identified in Section 1.10 Calendar of Events, *Vendor Clarifying Questions to the Department’s Posted Responses.* New questions from vendors are not permitted during this second round of Q&A and may not be responded to by the Department. A compilation of all vendor clarifying questions and Department responses, will be posted to the Department’s website on or about the date indicated in Section 1.10 Calendar of Events, *Department Posts Responses to Vendor Clarifying Questions*.

## 1.8 Vendor Conference

No vendor conference is scheduled for this RFP. If the Department decides to hold a vendor conference, a notice will be posted on the Department’s website listed above. Note, unless this notice is posted, no conference will be held.

## 1.9 Reasonable Accommodations

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

## 1.10 Calendar of Events

Listed below are the important dates by which actions related to this RFP must be completed. If 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 posting an addendum to this RFP on the Department’s website <https://etf.wi.gov/node/37111>. No other formal notification will be issued for changes in the estimated dates.

|  |  |
| --- | --- |
| Table 5 - Calendar of Events\* | |
| Date | Event |
| October 14, 2024 | Department publishes ETE0061 PAS RFP |
| As soon as possible after publication but before 11:00 AM CDT on October 25, 2024 | **Appendix 1A – Non-Disclosure Agreement due:**  For vendors who previously submitted an NDA during the PAS Request for Information (RFI) - email ETFSMBProcurement@etf.wi.gov to express interest in responding to the PAS RFP and to receive Appendix 7C - Interface Catalog, Appendix 7D – Data Migration Catalog, 7E – PAS Policies and Standards zip file, and Appendix 9 – Application Catalog which you will need to complete Appendix 7A – Non-Functional Essay Questions and 7B – Non-Functional Requirements.  For vendors who have not previously submitted a NDA, submit a signed NDA to [[[[ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov)](mailto:ETFSMBProcurement@etf.wi.gov)](mailto:ETFSMBProcurement@etf.wi.gov)](mailto:ETFSMBProcurement@etf.wi.gov) in order to receive the above Catalogs and PAS Policies. |
| October 30, 2024 before 11:00 AM CDT | **Vendor Questions and letter of intent to bid due** |
| \*November 4, 2024 | Department Posts Responses to Vendor Questions |
| November 7, 2024 before 11:00 AM CST | **Vendor Clarifying Questions to the Department’s Posted Responses due** |
| \*November 12, 2024 | Department Posts Responses to Vendor Clarifying Questions |
| November 18, 2024 before 11:00 AM CST | **Proposals due** – upload to Box url:  ~~<https://etf.box.com/s/bm0sb0fimiibqr3winznnoe0kbwxmh4j>~~  <https://etf.app.box.com/f/d85b2ffeb50842b6a89b37ab47adba92> |
| \*January - February 2025 | Finalist Proposer Presentations to Evaluation Committee |
| \*February - March 2025 | Notice of Intent to Award Contract(s) |
| \*March 2025 | Contract(s) Negotiation |
| \*March - April 2025 | Proof of Concept |
| \*July 2025 | Post POC Negotiation |

***\*All dates are firm except those with an asterisk.***

## 1.11 Contract Term

The Department anticipates the Contract to commence by July 2025, after Contract negotiations have been successfully completed and contingent upon receiving funding. There may be an initial Contract term for the proof of concept, with an optional initial ten (10) year renewal. The Department also retains a subsequent option to renew the Contract for an additional three, five-year terms and one-year (or shorter) extensions as necessary to transition services to another service provider during a transition plan.

The Department is interested in a longer-term Contract with renewal pricing built into the original Contract. Proposers are encouraged to provide their best pricing and Contract terms in Appendix 13 - Cost Proposal. If there are discounts for longer-term Contracts, the Department would like to learn about these options.

Note: Contract duration and implementation timeframes are expected to vary by proposal. Contract term is defined here as a total term (with the option for extensions) for the partnership between the Department and the Contractor.

## 1.12 Letter of Intent

A letter of intent indicating that a Proposer intends to submit a response to this RFP is *highly encouraged* (see Section 1.10 Calendar of Events). In the letter, identify the Proposer's organization/company name, list the name, telephone number, product represented, location of main office, location of support office, and email address of one or more persons authorized to act on the Proposer's behalf. Submit the letter of intent via email to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov) and include ETE0061 in the email subject line. The letter of intent does not obligate the Proposer to submit a Proposal.

## 1.13 No Obligation to Contract

The Department reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award a Contract. The Department does not guarantee to purchase any specific dollar amount. Proposals that stipulate that the Department shall guarantee a specific quantity or dollar amount will be disqualified. Additionally, awards are rescindable as described in this RFP and as allowed in law.

## 1.14 WI Department of Administration eSupplier Registration

The Wisconsin Department of Administration’s eSupplier Portal is available to all businesses and organizations that want to do business with the State. The eSupplier Portal allows vendors to see details about pending invoices and payments, allows vendors to receive automatic, future official notices of bid opportunities, and, in some cases, allows vendors to respond to State solicitations. Note: the eSupplier Portal is not being used for this solicitation for Proposer responses.

For more information on the eSupplier Portal, go to: <https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_BIDDER>

## 1.15 Retention of Rights

All Proposals become the property of the Department upon receipt. All rights, title, and interest in all materials and ideas prepared by the Proposer for the Proposal, and provided to the Department, shall be the exclusive property of the Department and may be used by the State at its discretion. Upon a Proposer’s request and at the Proposer’s expense, the Department will return hard-copy Proposals to a Proposer who is disqualified or who withdraws their Proposal.

## 1.16 Cooperative Purchasing

Where requested by the State, and agreed to by the Contractor, municipalities and other State agencies shall be able to obtain the commodities and services procured under the Contract at the same rates agreed to by the Department and the Contractor. (See Appendix 2 – Proposer Required Form, Section 5.) The Department reserves the right to extend the terms, conditions and prices of the Contract to other institutions (such as state, local, and/or public agencies) who express an interest in participating in any Contract that results from this RFP. Each of the participating institutions will issue their own purchasing documents for purchasing of the services and or goods. Proposer agrees that the Department shall bear no responsibility or liability for any agreements between Proposer and other institution(s) who desire to exercise this option.

# 2 preparing and submitting a proposal

## 2.1 General Instructions

The evaluation and selection of a Contractor will be based on the information received in the submitted Proposals plus the following optional review methods, at the Department’s discretion: reference checks, Proposer presentations, interviews, demonstrations, responses to requests for additional information or clarification, any on-site visits, and/or best and final offers (BAFO), where requested. Such methods may be used to clarify and substantiate information in the Proposals.

Failure to respond to each of the requirements in this RFP may be the basis for rejecting a Proposal.

Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are neither necessary nor desired. Marketing or promotional materials should only be provided where specifically requested. If providing such materials, please indicate which question the materials apply to.

All Proposals must be in English.

## 2.2 Incurring Costs

Neither the State of Wisconsin nor the Department are liable for any costs incurred by vendors in replying to this RFP or making requested presentations.

## 2.3 Proposal Due Date and Time

1. Proposers are solely responsible for ensuring their Unredacted Non-Cost Proposal (hereafter Unredacted Proposal), Cost Proposal, and if there is confidential or proprietary information, Redacted Non-Cost Proposal (herafter Redacted Proposal), are received by the Department before the Proposal due date as listed in Section 1.10 Calendar of Events.

b. Any portion of a Proposal received after the Proposal due date as listed in Section 1.10 Calendar of Events will not be accepted and will be disqualified. If any portion of the Unredacted Proposal or Cost Proposal is submitted late, the entire Proposal will be disqualified. Proposers may request, via an email to the Department the time and date their documents were received.

c. The Department takes no responsibility for Proposer submissions or emails that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software.

## 2.4 Proposal Organization and Format Requirements

The Proposal submission must include all documents responsive to the RFP and comply with the following requirements. The Department reserves the right to exclude/disqualify any Proposal from consideration that does not follow these requirements.

1. **Unredacted Proposal** must include these documents in this order:

|  |  |
| --- | --- |
| a single .pdf file of the Unredacted (UR) Proposal include the following, in this order: | |
| Cover Letter |  |
| Appendix 1 | Proposal Checklist |
| Appendix 2 | Proposer Required Form |
| Appendix 3 | Subcontractor Information |
| Appendix 4 | Mandatory Proposer Qualifications |
| Appendix 5A | General Essay Questions |
| Appendix 6A | Functional Essay Questions |
| Appendix 7A | Non-Functional Essay Questions |
| RFP 3.3(b) | SOC2 Type 2 or alternative independent service auditors report |
| Appendix 10 | Assumptions and Exceptions |
| W-9 | Current |
| 4 separate Excel files of the following: | |
| Appendix 6B | Functional Requirements.xls |
| Appendix 7B | Non-Functional Requirements.xls |
| Appendix 8 | PAS Deliverables.xls |
| Appendix 13 | Cost Proposal.xls |

Note: Appendix 7C – PAS Interface Catalog, Appendix 7D – Data Migration Catalog, Appendix 7E – PAS Policies and Standards zip file, and Appendix 9 - Application Catalog will be provided to Proposer upon submission of a signed NDA (Appendix 1A) or after vendor emails [ETFsmbProcurement@etf.wi.gov](mailto:ETFsmbProcurement@etf.wi.gov) acknowledging an NDA was signed with the PAS RFI and vendor requests these documents required to respond to this PAS RFP. These appendices are information vendors will need to be responsive to this RFP.

**Cover Letter.** Using Proposer’s official business stationery provide an executive summary regarding the Proposal, include name and address of Proposing company, name, title, phone and email of contact regarding Proposal questions, identify ETE0061 PAS RFP, and name, title, email, phone, and *signature* of Proposer’s official who is legally authorized to bind the Proposer.

**Appendix 2: Section 3 - Proposer Reference.** Proposers must provide *at least* two (2) references. References may be contacted to determine the quality of work performed and personnel assigned to the project, etc. The results of any reference checks may be used by evaluation committee members for scoring Proposals. The Department reserves the right to contact other states, agencies, and individuals, about the Proposer even if not listed as references by the Proposer. See also additional reference requirements in Appendix 4 – Mandatory Proposer Qualifications. Vendors can name the same references to satisfy Appendix 2: Section 3 and Appendix 4: Section 4.7. However, a third client-signed letter is still required under Appendix 4: Section 4.7.

**Appendix 2: Section 4 – Designation of Confidential and Proprietary Information.** All Proposers have a continuing obligation to submit an updated Appendix 2: Section 4 up to the date the Department’s Notice of Intent to Award a Contract is issued if the Department requests additional information that the Proposer claims is confidential or proprietary. Merely designating submitted information “confidential” or “proprietary” on the submitted document is insufficient.

**Appendix 3: Subcontractor Information.** If awarded a Contract, Contractor has a continuing obligation to submit an updated Appendix 3 to the Department as Subcontractors are added or removed.

**Appendix 4: Mandatory Proposer Qualifications.** ETF requests vendors submit this completed Appendix 4 to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov) *as soon as possible, but no later than the Proposal Due Date identified in Section 1.10 Calendar of Events.*

**Appendices 5A – General Essay Questions, 6A – Functional Essay Questions, and 7A – Non-Functional Essay Questions.** These appendices are Word documents requiring narrative answers to essay questions. Further instructions are found in each appendix.

**Appendices 6B – Functional Requirements, 7B – Non-Functional Requirements, and Appendix 8: PAS Deliverables.** The appendices are Excel documents requiring the vendor to provide a response as instructed. A .pdf file of Appendix 6B – Functional Requirements is being provided merely for readability – do not respond in the .pdf file or return it as part of your proposal. Please provide responses in the Excel file of Appendix 6B – Functional Requirements and return that as part of your proposal response. Further instructions are found in each appendix under the Instructions tab.

**Appendix 10 – Assumptions and Exceptions.** If the Proposer has assumptions and/or exceptions to this RFP or Appendices 1-12 follow the instructions in Section 2.6 and 2.7 below. If the Proposer has no assumptions or exceptions the Proposer must provide a statement to that effect in Appendix 10.

**Appendix 13 - Cost Proposal:** Complete the required Appendix 13 – Cost Proposal and submit in the same Excel file provided by the Department. Provide any assumptions or exceptions to your Cost Proposal under the tab indicated for such in Appendix 13. ***All costs must only be included in the Cost Proposal and nowhere else in the vendor’s proposal.***

Regardless of the way the RFP document is received by the Proposer, the contents of the RFP forms may not be altered in any way. The attachments and all questions must be identically reproduced in the submitted proposal. Any alterations to the contents of the RFP document will be grounds for dismissal from consideration or termination of a resulting contract. By submitting a proposal, it is agreed by the Proposer that any misleading or false information given may be grounds for dismissal from consideration, or termination of any resulting contract, whenever and however discovered.

**Promotional Materials:** Only provide promotional materials if they are relevant to a specific requirement or request specified in this RFP. 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, which includes web links.

2. **Redacted Proposal**: *Only if* your Proposal includes confidential or proprietary information, include a Redacted Proposal identical to the above description of how to submit the Unredacted Proposal **EXCLUDING or REDACTING** all Proposer confidential and proprietary information. Proposers should be aware that the Department may need to electronically send redacted Proposals to members of the public and other Proposers when responding appropriately to public records requests. Note that no matter what the method the Proposer uses to redact documents in this file, the Department is not responsible for checking that the redactions match the Proposer’s Appendix 2: Section 4 – Designation of Confidential and Proprietary Information. The Department is not responsible for checking that the redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy. The Department may post Redacted Proposals on the Department’s public website in exactly the same file format the Proposer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process.

* Redact only material you, the Proposer, authored. For example, do not redact the requirement or question you are responding to, only the answer.
* Do not redact page numbers. Page numbers should remain visible at all times, even if the whole page is being redacted.
* List a brief descriptor of the redacted items on Appendix 2: Section 4 – Designation of Confidential and Proprietary Information; sign the form only once. Add as many lines to this document as necessary.

## 2.5 File Submissions and Uploading Proposals to BOX

a. It is highly recommended that Proposers begin the process of uploading Proposals into BOX [~~https://etf.box.com/s/bm0sb0fimiibqr3winznnoe0kbwxmh4j~~](https://etf.box.com/s/bm0sb0fimiibqr3winznnoe0kbwxmh4j)<https://etf.app.box.com/f/d85b2ffeb50842b6a89b37ab47adba92>

and test their system well in advance of the Proposal Due Date to ensure submissions can be accomplished by the due date. (Include “test” in your file name for any test documents submited.)

b. Important Requirements for uploading documents to Box:

* Do not upload zipped folders or files to BOX.
* Do not upload document folders to BOX.
* ***Acceptable file types for upload to BOX include .pdf, .doc., or .xls.***
* Do not lock or password protect any Proposal files.
* At a minimum, label and submit these 5 Unredacted (UR) Proposal documents to BOX as follows:
* Proposer’s name – UR Proposal.pdf
* Proposer’s name – UR Appendix 6B Functional Requirements.xls
* Proposer’s name – UR Appendix 7B Non-Functional Requirements.xls
* Proposer’s name – UR Appendix 8 PAS Deliverables.xls
* Proposer’s name – UR Appendix 13 Cost Proposal.xls

If your Proposal includes confidential or proprietary information, upload the following additional 4 Redacted (R) files into BOX which must be identical to the Unredacted Proposal but **EXCLUDING or REDACTING** all Proposer confidential and proprietary information (as you identified in Appendix 2: Section 4) and label it “Proposer’s name – R Proposal”. **Do not include any Costs in this file.**

* Proposer’s name - R Proposal.pdf
* Proposer’s name - R Appendix 6B Functional Requirements.xls
* Proposer’s name – R Appendix 7B Non-Functional Requirements.xls
* Proposer’s name - R Appendix 8 PAS Deliverables.xls
* Files must be free of all malware, ransomware, viruses, spyware, worms, Trojans, or anything else that is designed to perform malicious operations on a computer.
* ***If you experience problems uploading files to BOX***, please consult with your IT department first; consider “whitelisting” BOX or turning off your VPN to allow uploads. If you continue to experience issues, send an email to ETFSMB[Procurement@etf.wi.gov](mailto:Procurement@etf.wi.gov)
* Appendix 6B – Functional Requirements, Appendix 7B – Non-Functional Requirements, Appendix 8 – PAS Deliverables, and Appendix 13 – Cost Proposal must be submitted to BOX in their Excel files as originally provided.
* For the .pdf portion of the submission, please combine all responses and requested materials identified above into a single .pdf and upload to BOX. In the event these documents must be submitted individually be sure to label as follows: “Proposer’s name – (UR or R) Appendix 1”, “Proposer’s name - Appendix 2”, etc. If a document file includes confidential or proprietary information, include the word “confidential” in the file name. Be sure to include the document name and details of the confidentiality, e.g., document name, page and/or section, in Appendix 2: Section 4 – Designation of Confidential and Proprietary Information.

## 2.6 Appendix 10 - Assumptions and Exceptions

a. Regardless of any proposed assumption or exception, the Proposal as presented must include all RFP requirements.

b. If Proposer:

* cannot agree to a term or condition as written in this RFP in any appendix,
* responded “non-compliant” to any flexibility rating 1 or 2 rated requirement in Appendix 6B – Functional Requirements, 7B – Non-Functional Requirements, or
* responded “supported with clarification” or “not supported” to any flexibility rating 1 or 2 in Appendix 8 – PAS Deliverables,

THEN provide an explanation in Appendix 10 – Assumptions and Exceptions.

Do not include any cost related assumptions and exceptions – they stay within Appendix 13 -Cost Proposal.

c. See Appendix 10 for instructions.

## 2.7 Non-Negotiable Department Terms and Conditions

a. The Department prohibits any assumptions or exceptions by the Proposer to any of the sections of Appendix 11 – DTCs that are listed in Table 6 below. Any Proposal with an assumption or exception to language in the sections listed in Table 6 may be rejected unless the Proposer, upon the Department’s request, recants each such assumption or exception in writing.

b. If, post-award during contract negotiations, there are minor issues that need to be addressed due to the Proposer’s inability to meet specific provisions in the sections of the DTCs listed in Table 6, the Department may choose to negotiate these issues with the Proposer as the Department sees fit. “Minor” means no proposer was disqualified based on the same edit to that part of the term prior to the issue being deemed “minor.”

c. If there is a difference in interpretation of the DTCs between the Proposer and the Department, the Department may be willing to address those matters during contract negotiations and make clarifications.

d. Be advised that the Department is unlikely to agree to make substantial changes to the language in the sections of the DTCs that are listed in Table 6.

|  |
| --- |
| **Table 6 - No Assumptions or Exceptions Allowed** |
| **Appendix 11 – Department Terms and Conditions Section** |
| 3.0 Legal Relations |
| 15.0 Controlling Law |
| 26.0 Indemnification |
| 42.0 Assignment |

## 2.8 Multiple Proposals

Multiple Proposals from a Proposer will not be accepted.

## 2.9 Withdrawal of Proposals

Proposer’s authorized representative may withdraw proposals by written notice received at any time before award. The withdrawal is effective upon receipt of notice by Department.

# 3 Proposal Selection and Award Process

## 3.1 Preliminary Evaluation

Timely submitted Proposals may initially be reviewed to determine if Appendix 4 - Mandatory Proposer Qualifications are met, to the extent the Department can make that determination, and if all required Proposal components are received. Failure to:

* submit a complete Proposal following the instructions for completing the Proposal specified in this RFP Section 2, or
* meet the Mandatory Proposer Qualifications as stated in Appendix 4, or
* provide a complete response to Appendix 13 – Cost Proposal

may result in rejection of the Proposal regardless of when the Department makes such discovery. If all Proposers do not meet one or more of the Mandatory requirements, the Department reserves the right to continue the evaluation of the Proposals and to select the Proposal which most closely meets the requirements specified in this RFP. Also see RFP Table 6.

## 3.2 Clarification Process

The Department may request Proposers clarify ambiguities or answer questions related to information presented in their Proposal. Clarification requests may occur throughout the Proposal evaluation process. Clarification requests will include appropriate references to this RFP or the Proposal. Responses shall be submitted to the Department in writing within the time required. Failure to provide responses as instructed may result in rejection of a Proposal.

## 3.3 Proposal Scoring

1. Proposals that pass the preliminary evaluation may be reviewed by an evaluation committee. The evaluation committee may review written Proposals, references, additional clarifications, presentations (top scoring Proposers only), site visits and other information to score Proposals. The Department may request reports on a Proposer’s financial stability (this includes the Department’s request for Proposers to furnish audited financial statements), and if financial stability is not substantiated, may reject the proposal. The Department may request presentations of the Proposer’s products and/or service (top scoring Proposers only), and review results of past awards to the Proposer by the State.
2. Proposers are required to provide a copy of their organization’s most recent SOC 2 Type 2 audit report with a letter of attestation (see Appendix 11 – DTCs, Sections 6.0 and 31.0) with their Proposal. If a Proposer does not currently have a SOC 2 Type 2 report and letter of attestation, the Proposer must provide other alternative independent service auditor report(s), including attestation that clearly articulates and demonstrates the overall design and operating effectiveness of the Proposer’s internal controls, coverage period for testing, subservice organizations, and the specific systems and services to be used in the delivery of services to the Department for consideration. The Department may reject a Proposal if these materials are not provided, or if the documentation provided does not assure the Department that the Proposer is able to provide the services requested in this RFP for the life of the Contract to the Department’s satisfaction. Also see Appendix 7A – Non-Functional Essay Questions 7A.14.
3. Proposers are required to provide a copy of their Personally Identifiable Information (PII) and Protected Health Information (PHI) Processing and Transparency Policy, including any related items, that your organization has developed, documented, and disseminated along with their proposal. Specifically, the policy should address:

* Purpose, scope, roles, responsibilities, management commitment, and compliance;
* Consistency with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines;
* Procedures to facilitate the implementation of the PII processing and transparency policy and the associated controls.

Provide your response under Appendix 7A – Non-Functional Essay Questions, 7A.15.

1. A Proposer may not contact any member of the RFP evaluation committee about their Proposal or any issue related to the RFP.
2. The RFP evaluation committee may contact Proposer’s references provided in Appendix 2 and others as described in Appendix 4 to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. The Department reserves the right to contact other states, agencies, and individuals about the Proposer even if not listed as references by the Proposer. Reference checks may be used by evaluation committee members to clarify and substantiate information in the Proposals, learn about the Proposer’s past performance and ability to perform the Services described in this RFP and in the Proposal, and may be considered when scoring Proposer responses.
3. The evaluation committee's scoring will be tabulated, and Proposals will be ranked based on the numerical scores received. The evaluation committee reserves the right to stop reviewing a Proposal at any point during the evaluation process and remove the Proposal from further consideration when the Proposal is not reasonably apt to receive an award.

## 3.4 Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Proposer to satisfy the requirements specified herein in an efficient, cost-effective manner, taking into account quality of services proposed. Proposals will be scored using the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 7 - Evaluation Criteria** | | | |
| RFP Section | Appendix | Description | Total Points |
| Non-Cost Proposal (Scored) | | | |
| 5 | 5A and 8 | 5A General Essay Questions  8 PAS Deliverables | 200 |
| 5 | 6A and 6B | 6A Functional Essay Questions  6B Functional Requirements | 350 |
| 5 | 7A and 7B | 7A Non-Functional Essay Questions  7B Non-Functional Requirements | 250 |
| Optional at discretion of Committee  Top Proposers Only | | Proposer Presentations | Not separately scored  Informs Non-Cost Proposal Score |
| 6 | 13 | Cost Proposal | 200 |
| Total Score (Non-Cost Proposal + Cost Proposal) | | | 1000 |

1. Proposers whose Proposals are accepted for final consideration may be invited and required to participate in Proposer presentations and/or web-portal demonstrations if requested by the Department (see Section 1.10 Calendar of Events). Proposer presentations to evaluation committee members will be accomplished virtually via MS Teams.
2. Evaluation committee members may alter their scores of a Proposal based on the information they learn from the Proposer in their presentation.
3. The evaluation and selection of a Contractor will be based on the information received in the submitted Proposal plus the following optional review methods, at the Department’s or evaluation committee’s discretion: reference checks, presentations, demonstrations, interviews, responses to requests for additional information or clarification, any on-site visits, and/or best and final offers (BAFOs), where requested. Such methods may be used to clarify and substantiate information in the Proposals.

## At the discretion of the Department, Proposers reasonably apt to receive an award after the initial review of Proposals may be required to provide a copy of their organization’s audited financial statements for the two (2) most recent fiscal years including the audit opinion, balance sheet, statement of operations and notes to the financial statements. If a Proposer receives a request for these documents from the Department, the Proposer must furnish such documents to the Department within five (5) Business Days of the Proposer’s receipt of the Department’s request. If such documents are confidential, the Proposer must submit a revised Appendix 2: Section 4 – Designation of Confidential and Proprietary Information with the documents. The Department may reject a Proposal if the requested documentation is not provided or if the documentation provided does not assure the Department that the Proposer is able to provide the Services requested in this RFP for the life of the Contract to the Department’s satisfaction.

## 3.5 Proposer Presentations

**This section is not separately scored. (0 points)**

*Proposer presentations may inform evaluation committee scores for the Non-Cost Proposal.*

1. At the discretion and direction of the evaluation committee, Proposers reasonably apt to receive an award (top scoring Proposers) based on the evaluation and scoring of the Non-Cost Proposals, may be invited and required to participate in a presentation (includes demonstration, interviews and/or site visits) to supplement the Proposals, if requested by the Department. Presentations may supplement or clarify information in the Non-Cost Proposal or demonstrate Proposer’s key tools, web portal, and reporting capabilities, and include interviews of Proposer’s key personnel. Proposer presentations may be used by evaluation committee members to validate or supplement Proposal information; committee members may change their scores to the Non-Cost Proposals based on Proposer presentations.
2. The Department will reasonably attempt to schedule each presentation at a time that is agreeable to the Proposer; however, such presentation must occur within a window of time specified by the Department. Presentations will be held virtually via MS Teams. Failure of a Proposer to provide a presentation or permit a site visit on the date scheduled may result in rejection of the Proposer’s Proposal.
3. By submitting a Proposal in response to this RFP, the Proposer grants rights to the Department to contact or arrange a site visit with any or all of the Proposer’s clients, associates, Subcontractors, and/or references.
4. Proposers invited by the evaluation committee and Department to provide a presentation will be given a list of agenda items/talking points the Proposer must address to ensure an objective comparison by the evaluation committee of Proposers’ proposed services.
5. If a presentation is required, the Department prefers to have the designated Key Personnel, such as Proposer’s primary contact, program managers, implementation managers, or other assigned project staff participate in the presentation and facilitate discussions. The Department’s objective is to ascertain the designated primary contacts’ familiarity with the Department’s mission and expectations, and ability to explain, communicate, converse, and interact with Department staff. While respecting the role of sales and marketing staff in the sales process, the Department is most interested in interacting with the staff the Department will be interacting with daily to manage the Contract, if the Proposer wins the award.

## 3.6 Method to Score Cost Proposals

## The lowest Cost Proposal will receive the maximum number of points available for the cost category. Other Cost Proposals will receive prorated scores based on the proportion that the costs of the Proposals vary from the lowest Cost Proposal.

## 3.7 Best and Final Offer (BAFO)

* 1. The Department reserves the right to solicit one or more BAFOs and conduct Proposer discussions, request more competitive pricing, clarify Proposals, contact references with finalists with all or a subset of Proposers, should it be advantageous for the Department to do so. The Department is the sole determiner of what is most advantageous.

b. If a BAFO is solicited, it will contain the specific information on what is being requested, as well as submission requirements, and a timeline with due date for submission. Any BAFO responses received by the Department after the stated due date may not be accepted. Proposers that are asked to submit a BAFO may refuse to do so by submitting a written response, indicating their Cost Proposal remains as originally submitted. Refusing to submit a BAFO will not disqualify the Proposer from further consideration.

## 3.8 Contract Award

The evaluation committee will make a recommendation to award one or more Contracts to the Department Secretary based on the results of the scoring of the requirements, questionnaire, and cost evaluations, including any BAFO conducted, as well as the results of any reference checks, Proposer demonstrations/presentations, site visits, clarification of questions are conducted at the option of the Department.

All Proposers who respond to this RFP will be notified in writing of the Department’s intent to award a Contract as a result of this RFP.

The Department may issue a Notice of Intent to Award a Contract to up to two Proposers, which may require a proof of concept Contract to be negotiated, performance of a proof of concept exercise, and continued successful negotiations.

The Department reserves the right not to award a Contract. If Contract negotiations cannot be concluded successfully with the selected Proposer(s), the Department may negotiate a Contract with the next highest ranked Proposer.

## 3.9 Notices of Intent to Protest and Protests (Appeals)

a. Notices of intent to protest, protests and appeals must be made in writing. Protestors should make their protests as specific as possible and must identify Wisconsin Statutes and Wisconsin Administrative Code provisions alleged to have been violated.

The written notice of intent to protest both the solicitation and the intended contract award shall be filed with:

John Voelker, Secretary

Department of Employee Trust Funds

[ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov)

In addition, a copy of the protest shall be delivered electronically to Cheryl Edgington at [cheryl.edgington@wisconsin.gov](mailto:cheryl.edgington@wisconsin.gov).

The decision of the Department may be appealed to the Secretary of the Department of Administration within five (5) days of issuance, with a copy of such appeal emailed to ETF, provided the appeal alleges a violation of a Wisconsin Statute or a provision of the Wisconsin Administrative Code. Appeals shall be sent to:

|  |  |
| --- | --- |
| **Express/Common Carrier Delivery:** | **United States Postal Service Delivery** |
| Wisconsin Department of Administration | Wisconsin Department of Administration |
| c/o Kathy Blumenfeld, Secretary | c/o Kathy Blumenfeld, Secretary |
| 101 E. Wilson St. | PO Box 7867 |
| Madison, WI 53703-3405 | Madison WI 53707-7867 |

In addition, a copy of the appeal shall be delivered electronically to the Department at [ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov) and [cheryl.edgington@wisconsin.gov](mailto:cheryl.edgington@wisconsin.gov).

Appeal rights are lost if no formal protest is timely received. The subjective judgment of evaluation committee members is not appealable. The decision of the Secretary of the Department of Administration regarding any appeals is final.

b. Protest Concerning a Solicitation

A Proposer or labor organization who is aggrieved in connection with a solicitation may protest. A notice of intent to protest shall be submitted in writing to ETF’s Secretary per the above within five (5) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation if the Proposer or labor organization seeks to protest that amendment. The protest shall be submitted in writing to ETF’s Secretary within ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation. A Proposer or labor organization is prohibited from protesting solicitation requirements past ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation.

c. Protest Concerning the Intent to Award a Contract

A Proposer who is aggrieved by the Intent to Award a Contract may protest to ETF’s Secretary. A notice of intent to protest shall be submitted via email to ETF’s Secretary at [ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov) no later than five (5) business days after the Notice of Intent to Award is issued. The protest shall be submitted via email to ETF’s Secretary no later than ten (10) business days after the Notice of Intent to Award is issued. A Proposer can protest only once per award.

## 3.10 Proof of Concept (PoC)

**PoC may occur after the RFP process described above has been completed.**

Events during the PoC are not subject to Section 3.9 Appeals Process. See Appendix 4 – Mandatory Proposer Qualifications Section 4.6.

If the Department elects to conduct a PoC exercise, the Proposer or Proposers invited to participate (PoC participant(s)) will be required to participate in the PoC in order to be considered further.

The Department will define the PoC requirements in writing to PoC participant(s). The PoC requirements may relate back to any Appendix. PoC participant(s) may be asked to conduct a condensed version of the design and build process that will be used throughout the project; this may include designing working software as a solution to specific functionality, conducting testing of the software, and delivering the final software to the Department.

PoC participant(s) may be required to negotiate a contract with the Department which may include: a Pro Forma Contract (Appendix 12), DTCs (Appendix 11), PoC requirements, and a statement of work. The Department may include other terms and conditions limited to the duration of the PoC exercise.

Any PoC participant who cannot demonstrate functionality to the Department’s satisfaction during the PoC exercise may be eliminated from further consideration.

In the event there is more than one PoC participant, the Department will be the sole determiner of which PoC participant to continue negotiating with.

PoC participants guarantee that ETF will receive the same or better terms for the overall agreement relative to the PoC participant’s contracts within the past five (5) years with systems of a relatively similar size and requirements within the contiguous USA, if any. PoC participants who do not agree to such terms may be eliminated from further consideration.

## 3.11 Right to Reject Proposals and Negotiate Contract Terms

This RFP does not commit the Department to award a Contract, or pay any cost incurred in the preparation of a Proposal in response to the RFP. The Department is not obligated to pay any cost incurred during participation in the PoC. The Department retains the right to accept or reject any or all Proposals or accept or reject any part of a Proposal deemed to be most advantageous to the Department. The Department shall be the sole judge as to compliance with the instructions contained in this RFP.

The Department may negotiate the terms of the Contract, including the award amount and the Contract length, with the selected Proposer prior to entering into a Contract. The Department reserves the right to add Contract terms and conditions to the Contract during Contract negotiations and subsequent renewals.

# 4 Mandatory proposer qualifications

This section is pass/fail. (0 points)

Responses to each section in Appendix 4 are required. Complete Appendix 4 according to the instructions included in the appendix and submit Appendix 4 as indicated in RFP Section 2.

Failure to comply with one or more of the mandatory qualifications may disqualify the Proposer. A response to each item in Appendix 4 – Mandatory Proposer Qualifications is mandatory.

Conditions of the RFP that have the word “must” or “shall” describe a Mandatory qualification.

If the Proposer cannot agree to each item listed in Appendix 4, the Proposer must so specify and provide the reason for the disagreement in Appendix 10 - Assumptions and Exceptions.

# 5 non-cost Proposal (SCORED)

The Non-Cost Proposal (Scored) is comprised of Appendices 5A, 6A, 6B, 7A, 7B, and 8. Responses to Appendices 5A, 6A, 6B, 7A, 7B, and 8 are required and they are scored as indicated in Table 7 – Evaluation Criteria. Complete each of these appendices according to the instructions included in each appendix. Submit these appendices as indicated in RFP Section 2.

Proposers should understand that while this list of requirements is extensive, it does not contain the full and complete description of ETF’s functional specifications. The winning Proposer will work with ETF’s subject matter experts to expand these specifications into fully developed use cases on which the system function and configuration will be based.

Any written materials supplied by the vendor for use in requirements and design meetings with ETF staff must be targeted specifically to ETF. ETF recognizes that the vendor may utilize materials prepared for other retirement system customers to “bootstrap” the design definition effort. However, such materials must be purged of any specifics (including but not limited to name references, forms, and calculation routines) that relate to another of the vendor’s customers. Ideally, these materials should be tailored to ETF’s specific business practices from the time they are first exposed to ETF staff members. At a minimum, they must be neutral; that is, they must not contain any overly specific references to specific practices of other retirement systems to avoid any confusion or wasted effort during the requirements definition and design sessions with ETF staff.

# 6 cost Proposal

The Cost Proposal is Appendix 13. Responses to Appendix 13 are required and scored as indicated in Table 7 – Evaluation Criteria. Complete Appendix 13 - Cost Proposal according to the instructions included in Appendix 13. Submit Appendix 13 as indicated in RFP Section 2.

**7 contract terms and conditions**

The Department may execute a Contract with the awarded Proposer. Attachment 12 - Pro Forma Contract is included as a sample. The Contract and any subsequent renewals will incorporate all the terms and conditions in this RFP, including all addendums and appendices, etc., made part of this RFP, and Contractor’s Proposal. The Department shall draft the Contract.

The Contractor shall be responsible for the performance of any obligations that may result from the Contract and shall not be relieved by the non-performance of any Subcontractor. Proposals must identify all proposed Subcontractors and describe the contractual relationship between the Proposer and each Subcontractor.

**7.1** **Department Authority**

This solicitation is authorized under Chapter 16 of the Wisconsin Statutes. The Department is the sole point of contact for this solicitation and the Contract.

**7.2** **Payment Terms**

a. Invoices will be submitted electronically via e-mail to [ETFSMBAccountsPayable@etf.wi.gov](mailto:ETFSMBAccountsPayable@etf.wi.gov)

b. Invoices shall be submitted timely and no later than one (1) year after completion and delivery of deliverables to the Department.

c. If a Contractor is not already set up in the State’s payment system, Contractor must complete the State’s banking and payment forms to facilitate the Department’s payments to the Contractor. The Department will provide the forms to the Contractor.

d. The Department will process ACH payments to the Contractor within thirty (30) Calendar Days of the Department’s receipt of a proper, Department approved invoice and its supporting detail.

e. Invoices shall include the invoice date, invoice number, billing period and contractually obligated invoice due date along with the invoice total. Invoices and their supporting detail will be submitted in accordance with the Department’s direction. Invoicing frequency will be determined in consultation with the selected vendor.

f. Should additional services be required that are outside the scope of RFP ETE0061, the Contractor shall identify the work and costs in either a change order or a Contract amendment, as determined by the Department, executed by the Contractor and the Department prior to the work commencing and prior to the Contractor invoicing the Department for such services. Failure to execute a change order or amend the Contract for out-of-scope work will result in the work being deemed to be a gratuitous effort on the part of the Contractor, and Contractor will have no claim against the Department for such work, and the Department will have no obligation to pay for such work.

g. Additional payment terms may be added during Contract negotiations.

h. Additional payment terms and conditions are listed in Appendix 11 – DTCs.

i. Final payment arrangements, if different than stated herein, will be finalized during Contract negotiations.