

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:**

AGENCY ADDRESS:

Department of Employee Trust Funds

P.O. Box 7931

Madison, WI 53707-7913

**REQUEST FOR PROPOSAL**

**ETE0009 – Knowledge Management Consulting Services for the Department of Employee Trust Funds (ETF)**

PROPOSER (Name and Address)

☐ Remove from vendor list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETE0009**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which 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. Proposer should contact the person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

**October 23, 2014, 2:00 PM, CT**

Public Opening ☐

No Public Opening ☒

Name (Contact for further information)

Michael D. McNally, Jr. [michael.mcnally@etf.wi.gov](mailto:michael.mcnally@etf.wi.gov)

Phone

608-261-9032

Date

September 18, 2014

Quote Price and Delivery FOB

Services - Destination – Madison WI

Description

**Knowledge Management Consulting Services Request for Proposal (RFP) for the Department of Employee Trust Funds (ETF)**

RFP amendments, questions and answers will be posted on the ETF Website at <http://etfextranet.it.state.wi.us> and will not be mailed.

**\*\*\* Faxed and e-mailed Proposals are not accepted. \*\*\***

**This page must be signed and included with your Proposal.**

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson Ave., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.

☐ We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer 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)

**Request for Proposal (RFP) ETE0009**  
**Knowledge Management Consulting Services for the**  
**Department of Employee Trust Funds (ETF)**



**Issued by the**  
**State of Wisconsin**  
**Department of Employee Trust Funds**

Release Date: September 18, 2014

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## FORMS

- Form DOA-3261 – Request for Proposal (Front Cover)
- Form DOA-3477 – Vendor Information
- Form DOA-3478 – Vendor References
- Form DOA-3027 – Designation of Confidential and Proprietary Information
- Form DOA-3054 – Standard Terms and Conditions
- Form DOA-3681 – Supplemental Standard Terms and Conditions for Services
- Form DOA-3333 – Vendor Agreement

# 1 GENERAL INFORMATION

## 1.1 INTRODUCTION

The purpose of this Request for Proposal (RFP) is to provide interested and qualified knowledge management consultants with information to enable them to prepare and submit competitive proposals for consulting services to the Wisconsin Department of Employee Trust Funds (ETF). ETF intends to use the results of this process to award a Contract.

## 1.2 PROJECT SCOPE AND OBJECTIVES

### *Agency Overview*

The Department of Employee Trust Funds is the Wisconsin state agency that administers Wis. Stats. Chapter 40 Wisconsin Retirement System benefit programs. The Wisconsin Retirement System (WRS) is ETF's largest program, providing retirement benefits for more than 579,000 current and former state and local government employees via approximately 1,574 employers. ETF employs around 260 full-time staff at two locations in Madison, Wisconsin.

Federal law, state statutes, state administrative code, and the common law of fiduciaries regulate ETF's programs. ETF administers the WRS according to Chapter 40 of Wisconsin State Statutes and has a fiduciary responsibility to administer the trust solely for the benefit of WRS participants.

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

Other ETF-administered programs include health insurance, life insurance, long-term and short-term disability, employee reimbursement accounts, commuter benefits, long-term care insurance, deferred compensation and the accumulated sick leave conversion credit program. ETF also serves as the state's designated Social Security reporting agent for Wisconsin public employers.

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

For additional information on the programs administered by ETF, please review ETF's Internet site at <http://etf.wi.gov>.

### *Analysis of Operations: Enterprise Knowledge Management Project*

The pension and insurance benefits administered by ETF are highly regulated by state and federal laws. Application of those laws to specific benefit situations is often complex for staff. Correct outcomes are not only important for ensuring members receive accurate benefits, but in maintaining the federal tax-qualified status of the Wisconsin Retirement System. Therefore, it is critical that ETF staff have the ability to quickly search and locate clear and correct information.

In December 2010, Deloitte conducted a business risk assessment for ETF and produced a report titled, "*Risk Remediation Roadmap for Online Self Services*" <http://etfextranet.it.state.wi.us/etf/internet/RFP/tim/risk-remediation-etj0038.pdf>. The report assessed the risks associated with ETF's future online self-services implementation (part of a new major modernization initiative called the Benefits Administration System (BAS) project,

which began in April 2014). The Deloitte report recommends that ETF establish knowledge management programs to retain key knowledge from existing employees and provide effective training to new employees. The recommended outcome is, “robust knowledge management process to maintain institutional knowledge.”

Accordingly, ETF’s Strategic Plan calls for the implementation of an enterprise knowledge management solution. The Strategic Plan recognizes that staff’s ability to access “the right information at the right time” is critical in achieving high-quality services for its members.

### ***Current Agency Process: Software, Tools and Methods***

ETF uses a variety of software, tools and methods for storing and sharing information. ETF recently implemented Microsoft’s SharePoint 2013 as a part of the BAS Project. The plan is to use SharePoint for collaboration amongst BAS Project staff and to manage BAS project documents. However, SharePoint is being seriously considered for wider use in the Department as a means of storing and sharing knowledge. ETF also has software tools called Inmagic Presto and Genie, by Lucidea. Presto and Genie were originally intended as a Department-wide searchable repository for high-value information.

In addition, ETF has a non-searchable internal website that contains administrative documents, official procedures, reference materials and other important documents. In support of better internal communication, ETF recently implemented an internal blogging tool called Movable Type, by Six Apart. Movable Type supports our internal blog called “ETF Community.”

To varying degrees, staff store important information in Microsoft Outlook e-mail accounts and Outlook folders, as well as in electronic documents maintained on ETF’s network. There are currently no standards or other requirements for documents stored on the network. Many reports, memoranda, and other historical documents are only available in hardcopy.

It is expected that the new benefits administration software being developed for ETF under the BAS Project will contain search and display capabilities to assist staff with information based on keywords.

Other tools are in use around the Department, including JIRA, by Atlassian (for project and issues tracking) and Atlassian Confluence (to document and share IT technical and project information).

### ***Request for Experienced Services***

In support of the Strategic Plan, ETF initiated an Enterprise Knowledge Management Project to implement and encourage adoption of common knowledge management practices across all of ETF. Given ETF’s inexperience in enterprise knowledge management, the first part of this project includes procuring a knowledge management consultant. The consultant is charged with providing advice, using best practices and professional experience, on how to maximize the potential for a robust, successful knowledge management structure at ETF.

ETF requires the services of an experienced knowledge management consultant to guide ETF in a successful implementation of knowledge management. ETF expects an initial series of consultations in which a knowledge management gap analysis, assessment of ETF knowledge sharing software, tools and methods, phased implementation plan and other deliverables in this RFP are addressed. Thereafter, ETF desires that the consultant be available over the Contract period as needed by ETF to provide advice, assist with maintenance and outstanding knowledge management implementation issues, training, or other aspects of knowledge management.

ETF has experienced project management staff and a Project Management Office (PMO). These staff will be available as needed to work with the Contractor to ensure that the proposed

implementation plan fits within the current project management approach and methodology used by ETF. We expect the Contractor's plans to include utilizing these PMO resources.

ETF requires the Contractor to provide expertise, guidance, and training on proven successful taxonomy procedures, tailored to ETF's business culture. ETF requires the Contractor to offer strategies for implementing and maintaining those procedures. Potential topics of guidance might include: best practices; lessons learned and common mistakes; and tools for training staff.

### 1.3 PROCURING AND CONTRACTING AGENCY

This RFP is issued for the State of Wisconsin by the Department of Employee Trust Funds. The Department is the sole point of contact for the State of Wisconsin 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:

Michael D. McNally, Jr.  
**RFP ETE0009**  
Dept. of Employee Trust Funds  
801 West Badger Road  
Madison, WI 53713-2526

Mail delivery:

Michael D. McNally, Jr.  
**RFP ETE0009**  
Dept. of Employee Trust Funds  
PO Box 7931  
Madison, WI 53707-7931

Telephone: 608-261-9032  
FAX: 608-267-0633  
E-mail: [ETFPurchasement@etf.wi.gov](mailto:ETFPurchasement@etf.wi.gov)

### 1.4 DEFINITIONS AND ACRONYMS

Words and terms shall be given their ordinary and usual meanings. Where capitalized in the RFP, the following definitions and acronyms shall have the meanings indicated unless otherwise indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

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

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

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

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

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

**Calendar of Events** means the schedule of events in RFP, Section 1.8.

**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) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 CFR 160.103; (iii) Proprietary Information; (iv) 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; (v) information expressly designated as confidential in writing by the State of Wisconsin; (vi) 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).

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, the RFP and successful Vendor's Proposal, and all modifications hereto and thereto, and in addition shall contain such other terms and conditions as may be required by the State of Wisconsin.

**Contracted Personnel** means personnel who works under contract for the Contractor or other personnel (including officers and agents).

**Contractor** means a Proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

**Customer** means ETF.

**CST** means Central Standard Time.

**Day** means calendar day unless otherwise indicated.

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

**DOA** means the Department of Administration.

**DVB** means Disabled Veteran-Owned Business.

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

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

**MBE** means Minority Business Enterprise.

**Personally Identifiable Information** or **PII** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

**PMO** means Project Management Office. This is a specific office within ETF.

**Proposal** means the complete response of a Proposer submitted on the approved forms and setting forth the Proposer's prices for providing the services described in the RFP.

**Proposer** means any individual, company, corporation, or other entity that responds to this RFP. Used interchangeably with "Vendor" and means a firm or individual submitting a proposal in response to this RFP.

**Proprietary Information** or **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:  
a. 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.

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

**Protected Health Information** or **PHI** is health information protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR 160.103.

**RFP** means Request for Proposal.

**Services** means all work performed, and 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.

**SPOC** means Single Point of Contact.

**State** means the State of Wisconsin.

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

**Subcontract** means an agreement, written or oral between the Contractor and any other party to fulfill the requirements and performance obligations of the Contract.

**Subcontractor** means an individual, organization, or company, under contract with the Contractor that provides services that are the obligation of the Contractor under the terms of the Contract.

**USPS** means United States Postal Service.

**Vendor** means a person or company that sells goods or provides services. Used interchangeably with “Proposer” and means a firm or individual submitting a proposal in response to this RFP.

**WRS** means Wisconsin Retirement System.

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

## 1.5 CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS

Proposers must submit any questions concerning this RFP via e-mail (no phone calls) to [ETFProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov). The subject of the e-mail must state “**ETE0009 RFP**” and the e-mail must be received on or before the date identified in Section 1.8 for “Vendor Questions and Letter of Intent Due” date. Proposers are expected to raise any questions they have concerning the RFP at this point in the process.

Questions must be submitted as a Microsoft Word document using the format specified below:

*Table 1 Format for Submission of Clarification Questions*

No.	RFP Section	RFP Page	Question
Q1			
A1			
Q2			



All questions must include the name of the Proposer's company and the person submitting the question(s). The RFP number must be referenced in your e-mail. A compilation of all questions and answers, along with any RFP updates, will be posted to the ETF Extranet (see below) no later than the date indicated in Section 1.8.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the individual identified in Section 1.3 of such error and request modification or clarification of this RFP document.

If it becomes necessary to update any part of this RFP, updates will be published on ETF's Extranet at <http://etfextranet.it.state.wi.us/etf/internet/RFP/rfp.html>, which is part of ETF's website, and will not be mailed. Electronic versions of the RFPs and all appendices and exhibits are available on ETF's Extranet.

## 1.6 VENDOR CONFERENCE

There will not be a Vendor conference.

## 1.7 REASONABLE ACCOMMODATIONS

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

## 1.8 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 issuing a supplement to this RFP via the ETF Extranet listed in Section 1.5. No other formal notification will be issued for changes in the estimated dates.

*Table 2 Calendar of Events*

Date	Event
September 18, 2014	ETF Issues RFP
October 2, 2014	Vendor Questions and Letter of Intent Due
October 9, 2014	ETF Posts Answers to Questions on ETF Extranet
<b>October 23, 2014, 2:00 p.m. CST *</b>	<b>Proposals due date and time</b>
November 24, 2014	ETF Notifies Vendors of Intent to Award Contract
December 1, 2014	Begin Contract negotiations
January 5, 2015	Contract Start Date

\*All dates are estimated with the exception of RFP proposal due date and time.

## **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, 2016. The Department retains the option by mutual agreement of the Department and the successful Proposer to renew the Contract for two (2) additional two (2)-year periods extending the Contract through December 31, 2020, subject to the satisfactory negotiation of terms, including prices.

## **1.10 NO OBLIGATION TO CONTRACT**

The State of Wisconsin or ETF reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award. ETF does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that ETF shall guarantee a specific quantity or dollar amount will be disqualified.

## **1.11 VENDORNET REGISTRATION**

Only Vendors registered with the State of Wisconsin's VendorNet will receive automatic future official notice for bid opportunities for this service/commodity. The State of Wisconsin's purchasing information and Vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state.

## **1.12 MINORITY BUSINESS**

The State of Wisconsin is committed to the promotion of minority business in the State of Wisconsin's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The State Bureau of Procurement (a division of Department of Administration (DOA)) and all agencies may make an award to a minority-owned business certified by the DOA when its Proposal is no more than 5% lower than the apparent high point score.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from DOA, Office of Minority Business Program (608) 261-2510.

## **1.13 CERTIFIED DISABLED VETERAN-OWNED BUSINESS**

The State Bureau of Procurement and all agencies may make an award to a certified disabled veteran-owned business when the Proposal is no more than 5% lower than the apparent high point score. The State Bureau of Procurement Disabled Veteran-Owned Business (DVB) Program manager will review and approve in writing any decision not to award to the highest scoring Proposal.

## **1.14 NEWS RELEASES**

Any news releases or release of broadcast e-mails pertaining to this RFP, resulting Contract, or to the acceptance, rejection, or evaluation, or review of proposals shall not be made without the prior written approval of the State of Wisconsin or ETF.

## **1.15 PROMOTIONAL MATERIALS/ADVERTISING**

The successful Proposer shall not use promotional or marketing materials which state expressly or by fair implication that the State of Wisconsin endorses either the Proposer or any sponsor of such material.

## **1.16 PROPRIETARY INFORMATION**

Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself by identifying such material on required form DOA-3027. 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 Proposer's responsibility to defend the determination in the event of an appeal or litigation.

- Data contained in a 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 ETF.
- Any material submitted by the Proposer in response to this request that the Proposer 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). Proposal prices cannot be held confidential.

## **1.17 RETENTION OF RIGHTS**

The State of Wisconsin retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All Proposals become the property of ETF upon receipt. All rights, title and interest in all materials and ideas prepared by the Proposer for the Proposal to ETF shall be the exclusive property of ETF and may be used by the State of Wisconsin at its option.

# **2 PREPARING AND SUBMITTING A PROPOSAL**

## **2.1 GENERAL INSTRUCTIONS**

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, any presentations (if requested), responses to requests for additional information or clarification, any on-site visits or best and final offers (BAFOs) where requested.

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

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired.

## 2.2 INCURRING COSTS

The State of Wisconsin or ETF are not liable for any costs incurred by Vendors in replying to this RFP, or making requested oral presentations.

## 2.3 SUBMITTING THE PROPOSAL

Proposers must submit the following, including all materials required for acceptance of their Proposal:

- One (1) original hard copy Proposal, clearly labeled “ORIGINAL”
- Five (5) identical hard copy paper copies of the original paper Proposal, marked as “COPY.” Indicate the copy number (for example: 1 of 5, 2 of 5, etc.)
- One (1) electronic version of all Proposal files via CD-ROMS or USB flash drive in Microsoft Word (version 97 to 2003), Microsoft Excel (version 97 to 2003), and/or Adobe Acrobat 9/0 format. Include all redacted files clearly labeled as “REDACTED.” The exterior of the electronic devices shall clearly be marked with the Proposer Name and Proposal Number. One electronic copy of the cost sheet shall be saved as a separate file from the other Proposal documents labeled “ATTACHMENT C COST PROPOSAL.” The files must be unlocked with no password protection.

Vendors must submit the proposal to the address listed in Section 1.3 by the due date and time listed in Section 1.8. Attachment C shall be removed from the submission of the original and identical hard copies. See “**Specific Instructions for the Cost Proposal (Attachment C)**” below.

All Proposals must be time-stamped as accepted by Employee Trust Funds by the stated time. Proposals not so stamped in by Employee Trust Funds on or prior to the stated due date and time will not be accepted and shall be considered late. Receipt of a Proposal by the State of Wisconsin mail system does not constitute receipt of a Proposal by Employee Trust Funds, for purposes of this RFP.

Proposals submitted via fax or e-mail will not be accepted.

The Vendor’s proposal must be packaged, sealed and show the following information on the outside of the package:

- “[Proposer's Name and Address]”
- Title: ETE0009 Knowledge Management Consulting Services
- Proposal Due Date: October 23, 2014, 2:00 p.m. CST

### **Specific Instructions for the Cost Proposal (Attachment C)**

An original (marked as such) and one (1) hard copy of the Cost Sheet (Attachment C) must be sealed and submitted as a separate part of the Proposal. The cost proposal must be packaged, sealed and show the following information on the outside of the package:

- “[Proposer's Name and Address]”
- Title: COST PROPOSAL, ETE0009 Knowledge Management Consulting Services
- Proposal Due Date: October 23, 2014, 2:00 p.m. CST

## 2.4 PROPOSAL ORGANIZATION AND FORMAT

Proposers responding to this RFP must comply with the following format requirements. ETF reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals must be typed and submitted on 8.5 by 11-inch paper and bound securely. Bound securely shall constitute proposals saddle-stitched, comb bound, coil bound, twin loop wire bound, and 3-ring bound or similar method. Stapled and loosely bound proposals will not be accepted.

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:**

Front Cover      Include at a minimum the following information:

- Proposer's Business Name
- Title of the following:  
*Proposal Response for the Wisconsin Department of Employee Trust Funds  
RFP ETE0009 Knowledge Management Consulting Services*
- Proposal Date

TAB 1      Table of Contents (Provide a table of contents for the Proposal)

TAB 2      Provide the following in the following order:

- FORM: Request for Proposal Sheet (DOA-3261)
- 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:
  - I. Name, signature and title of Proposer's authorized representative.
  - II. Name and address of firm.
  - III. Telephone number, fax number, and e-mail address of representatives who will be providing services under this RFP.
  - IV. RFP number and title: ETE0009 Knowledge Management Consulting Services.
  - V. Executive Summary.
- FORM: Vendor Information (DOA-3477)
- FORM: Vendor References (DOA-3478)
- FORM: Designation of Confidential & Proprietary Information (DOA-3027)
- FORM: Vendor Agreement (DOA-3333)
- FORM: Standard Terms and Conditions (DOA-3054)
- FORM: Supplemental Standard Terms and Conditions for Services (DOA-3681)

- Attachment A – Proposer Checklist (Completed & Signed)
- Attachment B – Mandatory Proposal Qualifications (Completed & Signed)

TAB 3 Response to Section 6 General Requirements

TAB 4 Response to Section 7 Technical Requirements

TAB 5 All assumptions and exceptions must be included in this tab. Provide a succinct explanation for each item as well as a reference to the section of the proposal it relates to. Any assumption or exception made but not included in this Tab 5 will be invalid. Exceptions to the Department's contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. If exceptions to the standard contract language are not presented in this section, they may not be discussed or considered during contract negotiations. When documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state your assumption or exception to the term or condition with one of the following labels:

- "RFP Assumption"
- "RFP Exception"
- "Section 4 Exception"
- "Section 9 Exception"
- "Standard Terms & Conditions Exception"

## 2.5 MULTIPLE PROPOSALS

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for Proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Each Proposal submitted must stand alone and independently comply with the instructions, conditions, and specifications of the RFP.

## 2.6 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until Contract award unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the date and time listed in Section 1.8 on the Proposal closing date or upon expiration of three (3) calendar days after the Proposal Deadline and time if received by ETF. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Section 1.3. If a previously submitted Proposal is withdrawn before the Proposal Deadline, the Proposer may submit another Proposal at any time up to the Proposal due date and time.

## 2.7 LATE RESPONSES

Any responses received after the Proposal due date and time specified in Section 1.8 will neither be opened nor evaluated.

## **2.8 OFFER IN EFFECT FOR 180 DAYS**

Proposals shall be firm for acceptance for one hundred eighty (180) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

## **2.9 WISCONSIN SALES AND USE TAX REGISTRATION**

If applicable, no award can be made to a Proposer who is not in compliance with Sec. 77.66 of the Wisconsin State Statutes relating to sales and use tax certification.

If you have not established a certification for Collection of Sale and Use Tax status with the Wisconsin Department of Revenue, the State of Wisconsin cannot issue any purchase orders to your firm. For additional information see <http://www.dor.state.wi.us/html/vendlaw.html>.

# **3 PROPOSAL SELECTION AND AWARD PROCESS**

## **3.1 PRELIMINARY EVALUATION**

The Proposals will be reviewed initially to determine if mandatory Proposal submission requirements are met (See Section 2, Preparing and Submitting a Proposal). Failure to submit a mandatory Proposal submission requirement may result in rejection of the Proposal for further consideration.

## **3.2 CLARIFICATION PROCESS**

Clarifications from Proposers may be requested by ETF for the purpose of clarifying ambiguities or questioning information presented in the Proposal. Clarifications may occur throughout the Proposal evaluation process. Clarification requests will include appropriate references to the RFP or the Proposal. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to ETF within the time required.

## **3.3 PROPOSAL SCORING**

Accepted Proposals will be reviewed by an evaluation committee and scored against predetermined criteria. A uniform selection process will be used to evaluate all Proposals using a point system. Proposers are cautioned to clearly and completely answer each question, even if repeating information already presented in another question.

The committee may review references, request oral interviews/presentations, or conduct onsite visits and use the results in scoring the Proposals. A Proposer may not contact any member of the evaluation team.

Should ETF conduct any oral presentations, demonstrations, onsite visits, and/or reference checks, the evaluation team will review the initial scoring and make adjustments based on the information obtained during such events.

ETF reserves the right to independently obtain information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider such information in evaluating the Proposer's Proposal.



ETF may request reports on a Proposer's financial stability, and if financial stability is not substantiated, may reject a Proposer's Proposal.

### 3.4 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Proposer to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Proposals will be scored using the following criteria:

RFP SECTION	DESCRIPTION	TOTAL POINTS	% (ROUNDED)
6	General Requirements	250	25%
7	Technical Requirements	600	60%
8	Cost	150	15%
	<b>Total</b>	<b>1,000</b>	

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference checks may be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category.

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

### 3.5 METHOD TO SCORE THE COST

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. The scores for the cost category will be calculated on a mathematical formula and will not be scored by the evaluation committee members.

### 3.6 ORAL PRESENTATIONS, DEMONSTRATIONS, AND/OR SITE VISITS

The top scoring Proposers, based on the evaluation of their written Proposal in the general and technical sections of the RFP only, may be required to participate in oral presentations, interviews and/or site visits to supplement the Proposals if requested by ETF.

Not all Proposers may be invited for oral presentations, demonstrations, and/or site visits. ETF will make every reasonable attempt to schedule each oral presentation or demonstration at a time and location that is agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

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

### **3.7 AWARD AND FINAL OFFERS**

ETF will compile the final scores (general, technical, and cost) for each responsive top scoring Proposal after the technical scores are completed. The award then will be granted to the highest scoring Proposer.

### **3.8 BEST AND FINAL OFFER (BAFO)**

ETF reserves the right to solicit a BAFO and conduct Proposer discussions, request more competitive pricing, clarify Proposals, and contact references with the finalists, should it be in the State of Wisconsin's best interest to do so. ETF is the sole determinant of its best interests.

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

### **3.9 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

ETF reserves the right to reject any and all Proposals. ETF reserves the right to negotiate terms and conditions prior to entering into a contract, including the award amount, when entering into a contract.

If substantial progress is not made in contract negotiations with the highest scoring Proposer, ETF may choose to cancel the first award and commence negotiations with the next highest scoring respondent.

### **3.10 NOTIFICATION OF INTENT TO AWARD**

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

### **3.11 APPEALS PROCESS**

Notices of intent to protest and protests must be made in writing. The appeal must state the contract number, detailed factual grounds for the objection to the contract award, and must identify any Wisconsin statutes and Wisconsin Administrative Codes that are alleged to have been violated. 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. Protestors can only submit an appeal once per award. Also, subjective judgment of evaluators is not appealable.

The written notice of intent to protest the Notice of Intent to Award of a contract must be filed with:

Postal Address

Robert J. Conlin, Secretary

Common Carrier Address

Robert J. Conlin, Secretary

Wisconsin Department of Employee Trust Funds

P.O. Box 7931

Madison, WI 53707-7931

Wisconsin Department of Employee Trust Funds

801 W. Badger Road

Madison, WI 53713-2526

The notice must be received in the Secretary's Office no later than five (5) working days after the notices of the intent to award are issued. A copy of the notice of intent to protest must also be sent to the purchasing officer in Section 1.3.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

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

### 3.12 CONTRACT AWARD

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

## 4 MANDATORY PROPOSAL QUALIFICATIONS

**This section is NOT scored. (0 points)**

**Use Attachment B to respond.**

The following requirements are mandatory by any Proposer who submits a proposal. Failure to comply with one or more of the mandatory qualifications may disqualify the proposal. A response to each item in Attachment B is a mandatory qualification. **If you cannot agree to each item listed, you must specify along with the reason in Tab 5 – Assumptions and Exceptions – of your proposal response.**

Conditions of the Proposal that include the word “must” or “shall” describe a mandatory qualification. Failure to meet a mandatory qualification may disqualify the Proposal.

- 4.1 Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States shall be grounds for disqualifying your Proposal for this Contract.
- 4.2 Proposer shall agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, etc.) shall remain the property of ETF.
- 4.3 The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.
- 4.4 The firm has not been suspended or debarred from performing Federal or State government work.
- 4.5 During the past five years, the firm has not been involved with any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent

misconduct. Or during the past five years, the firm has not been in bankruptcy or receivership.

- 4.6 Proposer acknowledges that Section 5, Contract Performance Deliverables, can be met as listed in the RFP document.

## 5 CONTRACT PERFORMANCE DELIVERABLES

**This section is NOT scored. (0 points)**

ETF has required Contract deliverables as a part of this RFP. These required Contract deliverables are listed in Section 5.1. ETF at its discretion may elect to implement elected Contract deliverables listed in Section 5.2.

### 5.1 MANDATORY CONTRACT PERFORMANCE REQUIREMENTS

#### 5.1.1 Gap Analysis

The requirements of this deliverable are to perform the following:

- Initial On-site Planning and Preparation with ETF
- Conduct Follow-up Meetings As Needed with ETF for Information Gathering
- Provide a Gap Analysis Report to ETF
- Perform at least one (1) on-site presentation of the report with ETF's management, knowledge management project leads and other appropriate staff. This presentation will also allow ETF management and staff to ask questions of the Vendor about the reports and any questions related to knowledge management principles and methodologies.
- The deliverable will be satisfied when ETF assesses the Gap Analysis Report and provides acceptance of the results of the report in writing.

ETF requires that the Vendor determine the present state and capabilities of knowledge management at ETF by doing on-site and off-site meetings with staff, by collecting data about, at a minimum, the types of information staff need to accomplish work tasks, an assessment of ETF's policy and process documentation, knowledge-sharing practices in relation to information and technology, business culture, available content, and knowledge management governance structures.

Providing the Gap Analysis requires the Vendor to conduct an initial planning and preparation meeting with the ETF knowledge management project leads and other appropriate staff for general planning purposes. The initial planning and preparation meeting along with follow-up meetings as necessary, dictated by the Vendor, will require the Vendor to clearly understand ETF's knowledge management objectives, and to collect information sufficient to generate a knowledge management gap analysis report for review by ETF. The report must contain preliminary recommendations for remediating the identified gaps. The report must identify key stakeholders and describe each stakeholder's relationship to the knowledge management project and role in knowledge management optimization.

#### 5.1.2 Taxonomy Analysis

The requirements of this deliverable are to perform the following:

- Initial On-site Planning and Preparation with ETF
- Conduct Follow-up Meetings As Needed with ETF for Information Gathering
- Provide a Taxonomy Report to ETF
- Perform at least one (1) on-site presentation of the report with ETF's management, knowledge management project leads and other appropriate staff. This presentation will also allow ETF management and staff to ask questions of the Vendor about the reports and any questions related to knowledge management principles and methodologies.
- The deliverable will be satisfied when ETF assesses the Taxonomy Analysis Report and provides acceptance of the results of the report in writing.

ETF requires the Vendor to provide expertise, guidance, and training on proven successful taxonomy procedures, tailored to ETF's business culture. ETF requires the Vendor to offer strategies for implementing and maintaining those procedures. Potential topics of guidance might include: best practices; lessons learned and common mistakes; and tools for training staff.

Providing the Taxonomy Analysis requires the Vendor to conduct an initial planning and preparation meeting with the ETF knowledge management project leads and other appropriate staff for general planning purposes. The initial planning and preparation meeting along with follow-up meetings as necessary, dictated by the Vendor, will require the Vendor to clearly understand ETF's knowledge management objectives, and to collect information sufficient to generate a knowledge management taxonomy analysis report for review by ETF. The report must identify key stakeholders and describe each stakeholder's relationship to the knowledge management project and role in knowledge management optimization.

### **5.1.3 Assessment of ETF Knowledge Sharing Software, Tools and Methods**

The requirements of this deliverable are to perform the following:

- Initial On-site Planning and Preparation with ETF
- Conduct Follow-up Meetings As Needed with ETF for Information Gathering
- Provide an Assessment of ETF Knowledge Sharing Software, Tools and Methods Report to ETF
- Perform at least one (1) on-site presentation of the report with ETF's management, knowledge management project leads and other appropriate staff. This presentation will also allow ETF management and staff to ask questions of the Vendor about the reports and any questions related to knowledge management principles and methodologies.
- The deliverable will be satisfied when ETF reviews and provides written acceptance of the Assessment of ETF Knowledge Sharing Software, Tools and Methods Report.

ETF requires the Vendor to assess the array of software, tools and methods (such as, but not limited to items indicated in Current Agency Process listed in Section 1.2 used by ETF employees to store and access information, and to create a written report on these tools.

Providing the Assessment of ETF Knowledge Sharing Software, Tools and Methods Report requires the Vendor to conduct an initial planning and preparation meeting with the ETF knowledge management project leads and other appropriate staff for general planning purposes. The initial planning and preparation meeting along with follow-up meetings as necessary, dictated by the Vendor, will require the Vendor to clearly understand ETF's knowledge management strengths and weaknesses of current software, tools and methods to collect information sufficient to generate an Assessment of ETF Knowledge Sharing Software, Tools and Methods Report for review by ETF. This report should include a description of

strengths and weaknesses of the current software, tools and methods, and ETF's use of these as they pertain to the results of the knowledge management gap analysis. The report should also provide a list of suggested knowledge management software and tools with an analysis of their relative ability to help ETF achieve its knowledge management goals.

#### 5.1.4 Phased Implementation Plan

The main requirements of this deliverable are to perform the following:

- Initial On-site Planning and Preparation with ETF
- Conduct Follow-up Meetings As Needed with ETF for Information Gathering
- Provide a Phased Implementation Plan Report to ETF
  - Includes Training
  - Includes Maintenance Plan
- Perform at least one (1) on-site presentation of the report with ETF's management, knowledge management project leads and other appropriate staff. This presentation will also allow ETF management and staff to ask questions of the Vendor about the reports and any questions related to knowledge management principles and methodologies.
- The deliverable will be satisfied by ETF accepting the analysis of the Phased Implementation Plan Report in writing.

ETF will require the Vendor to develop a clear project phased implementation plan, including a gap remediation plan, divided into clear and defined phases of implementation. The plan must be tailored so that ETF's Project Management Office (PMO) can effectively use the plan to lead the implementation. ETF requires the Vendor to involve ETF's PMO in the creation of the proposed implementation plan.

Potential topics for the plan might include but are not limited to: knowledge management administrative structure; knowledge management information workflows; knowledge management best practices and processes; model knowledge management policies; training methodology and timeline; corporate culture and change management; recommended knowledge base software settings and configuration; reporting strategies, information archiving and disposal; knowledge management solution usage monitoring and metrics development, and ongoing content collection procedures. The plan must contain specific milestones including an ending deliverable indicating when a maintenance plan starts.

#### *Training*

As part of its response the Proposer shall describe what trainings are recommended and how it will ensure that all ETF staff (including technical staff, users, and managers) is trained. Vendor proposals shall describe, or indicate a methodology to create, a thorough training plan. As part of the Proposer's training proposal, at a minimum, ETF requires:

- That the Vendor conduct an introductory knowledge management training session (or multiple sessions if schedules require) for ETF executives, managers, trainers and knowledge management project staff. This training shall also serve the purpose of educating about knowledge management principles and promoting awareness of the knowledge management project and its possibilities for the Department.
- In addition, ETF also requires that as soon as practicable after the Vendor's knowledge management phased implementation plan has been received and agreed upon by ETF, the Vendor shall conduct a knowledge management implementation training session.

The training shall present an overview of the process, the deliverables to be produced, and the role ETF staffing plays in each step of the process.

### ***Maintenance Plan***

ETF will require the Vendor to provide a maintenance plan for sustaining and enhancing knowledge management content, structures, policies, and technology, after the implementation of the knowledge management project. ETF wants to ensure that knowledge management systems at the agency continue to grow, develop, and thrive. Potential topics for the plan might include: scheduled reporting processes; appropriate ongoing governance structures; periodic training plans; and expected technology upgrades.

## **5.2 ELECTED CONTRACT PERFORMANCE REQUIREMENTS**

### **5.2.1 Knowledge Management Services Hourly Rate**

After the initial deliverables are met and agreed to be satisfied by ETF in Sections 5.1.1 through 5.1.4, ETF desires that the consultant be available over the Contract period as needed by ETF to provide advice, assist with maintenance and outstanding knowledge management implementation issues, training, or other aspects of knowledge management.

The blended hourly rate provided by the Vendor must be inclusive of all staff associated with the rate including all travel costs and expenses.

### **5.2.2 Additional Services**

If the Proposer believes additional pricing information would be helpful and benefit ETF, provide the additional information as part of the cost proposal. These additional services can be used at any point during the Contract term. Use the “Additional Services” table listed in Attachment C.

The blended hourly rate provided by the Vendor must be inclusive of all staff associated with the rate including all travel costs and expenses.

## **6 GENERAL REQUIREMENTS**

### **This section is scored. (250 total points)**

The purpose of this section is to provide ETF with a basis for determining a Vendor’s capability to undertake this Contract. Be specific when answering the following questions. Proposers shall concisely answer each question thoroughly.

Proposer shall restate the number, question, and then provide a detailed written response. Proposal responses shall be in the same sequential number as in the RFP. Instructions for formatting the written response to this section are found in Section 2 Preparing and Submitting a Proposal.

If the Proposer believes that the Proposer’s qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in each section.

- 6.1** Describe your company, including ownership, years in business, as well as the number of years your company has in knowledge management consulting, number of employees, number of offices and locations, primary lines of business (e.g. consulting, pension planning, insurance, etc.), business sectors your company services, type of organization



(franchise, corporation, partnership, etc.), and other descriptive material. Include whether knowledge management is the company's primary line of business.

- 6.2** Describe your strengths regarding efficient and thorough assessment and implementation of knowledge management in organizations that lack a knowledge management structure.
- 6.3** A detailed description of three (3) similar past knowledge management consultant projects, including a description of the services, and dates the services were provided. Include at least the following:
- Staffing on each of the projects.
  - The three (3) reference provided must match the references provided on Form Vendor Reference (DOA-3478). Each reference must identify:
    - The entity for which you provided services and entity's line of business.
    - A contact person.
    - Details of products and services provided.
  - ETF reserves the right to contact references other than those provided.
- 6.4** Provide a resume for each person to be assigned to the deliverables within this RFP. Each resume must present a brief description of experience in sufficient detail to demonstrate that the person can perform the work required under this RFP. For any person to be assigned to the deliverables in this RFP who was not involved in the past knowledge management consultant projects listed in 6.3, please provide three (3) references for each such person along with the resume.

## 7 TECHNICAL REQUIREMENTS

**This section is scored. (600 total points)**

Proposer shall restate the number, question, and then provide a detailed written response. Proposal responses shall be in the same sequential number as in the RFP. Instructions for formatting the written response to this section are found in Section 2 Preparing and Submitting a Proposal.

If the Proposer believes that the Proposer's qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in each section.

- 7.1** Identify obstacles your company has experienced with similar projects, and describe your approach to managing them.
- 7.2** Describe how the Proposer will meet the requirements of this RFP through a methodology for implementation of enterprise knowledge management at ETF.
- 7.3** Describe strategies used by your company in effectively communicating recommendations to client leadership, members/end-users and stakeholders. Include how your company incorporated feedback from the client to alter your approaches.
- 7.4** Describe in detail your approach to conducting a gap analysis for previous clients of a similar size and scope to this RFP similar to the requirements with Section 5.1.1. Provide two (2) examples of gap analysis reports your company has created for previous clients.

- 7.5** ETF requires the Vendor to provide expertise, guidance, and training on proven successful taxonomy procedures, tailored to ETF's business culture. ETF requires the Vendor to offer strategies for implementing and maintaining those procedures. Potential topics of guidance might include: best practices; lessons learned and common mistakes; and tools for training staff. In your response, include two (2) examples and describe your approaches to this type of taxonomy. For each example, describe how your company incorporated strategies for implementing and maintaining those procedures.
- 7.6** The Vendor is expected to create a knowledge management phased implementation plan as outlined in Section 5.1.4. Provide two (2) examples where your company provided a phased implementation plan for previous clients of a similar size and scope to this RFP. Identify the steps necessary to assess, prepare, plan and implement the plan of client's current practices and approaches.
- 7.7** Describe in detail your approach to conducting training sessions for previous clients of a similar size and scope to this RFP. Provide two (2) examples of the types of training provided to these previous clients. Include the positions within the clients' organization for which such training has been issued including executives, managers, trainers, support staff, etc.
- 7.8** ETF will require the Vendor to provide a maintenance plan for sustaining and enhancing knowledge management content, structures, policies, and technology, for use after the implementation of the knowledge management project. In your response, include at least two examples where your company issued a maintenance plan and continued the support of that plan of knowledge management structures.
- 7.9** The Vendor will be required to perform an assessment of existing knowledge management tools at the Department, and to provide advice on what tools or combination of tools will best meet the needs of the Department. Describe your experience analyzing existing knowledge management software tools and making recommendations about how best to utilize those tools. Also describe your experience providing recommendations on how to tailor tools, and specifically a collection of tools, for a client. List your expertise with specific products.

## **8 COST**

**This section is scored. (150 total points)**

Attachment C is mandatory and is scored.

The cost proposal should be submitted as instructed in RFP Section 2.3. See RFP Section 3.5 for the cost score calculation.

ETF reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved for scoring.

Costs outlined in the entire Proposal shall remain firm for the initial Contract period.

## 9 CONTRACTURAL TERMS AND CONDITIONS

**This section is NOT scored. (0 points)**

The State of Wisconsin reserves the right to incorporate standard State of Wisconsin Contract provisions into any Contract negotiated with any Proposal submitted responding to this RFP [Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)]. Failure of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

- These terms and conditions shall govern this Proposal and subsequent award. Proposers must accept these terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each exception per the instructions in this Section.
- The State of Wisconsin may or may not consider any of the Proposer's suggested revisions. The State of Wisconsin reserves the right to reject any proposed changes.
- Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Proposal. An objection to terms without including proposed alternative language will be deemed to be an acceptance of the language as applicable.
- The State of Wisconsin reserves the right to negotiate contractual terms and conditions other than those in the Contract when it is in the best interest of the State of Wisconsin to do so.
- If the Proposer cannot agree to a term or condition as written, the Proposer must make its specific required revision to the language of the provision by striking out words or inserting required language to the text of the provision within the copy of the draft. Any new text and deletions of original text must be clearly reflected through the use of Microsoft Word's "Track Changes" function which requires the Proposer's response be printed in color. Proposers shall avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions. Wholesale substitutions of provisions shall not be made in lieu of strategic edits required to reflect Proposer-required modifications.
- Immediately after a proposed revision, the Proposer shall add a concise explanation concerning the reason for the required revision. Such explanations shall be separate and distinct from the marked-up text and shall be bracketed, formatted in italics and preceded with the term "[Explanation:]"
- If a Proposer is unwilling to accept a particular provision under any circumstances, such complete rejection shall be indicated by a mark-through of the entire provision using Microsoft Word's "Track Changes" function. A concise explanation for the rejection shall be included immediately following the deleted provision, with such explanatory text bracketed, formatted in italics and preceded with the term "[Explanation:]". As noted above, rejection of entire provisions shall not be undertaken in lieu of specific editing of language within such provision.
- All provisions on which no changes are noted shall be assumed accepted by the Proposer as written and shall not be subject to further negotiation or change of any kind unless otherwise proposed by the State of Wisconsin.
- The Proposer shall not make conceptual objections or observations that certain sections require additional discussion or negotiation, except to the extent that certain section(s) would be contrary to Proposer's implementation plan.

## 9.1 PAYMENT TERMS

- Invoices must be itemized by cost categories of expenses actually incurred.
- Invoices shall include the purchase order number when issued.
- Invoices must be submitted to the following address:

Accounts Payable  
Department of Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53707-7931  
Or  
Email: [ETFAccountsPayable@etf.wi.gov](mailto:ETFAccountsPayable@etf.wi.gov)

## 9.2 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the Proposal of the successful Proposer as accepted by the State of Wisconsin, and additional terms agreed to, in writing, by the Department and the Contractor shall become part of the Contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award. There are no warranties, representations, or agreements among the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the Department for prior review and approval.

## 9.3 LIQUIDATED DAMAGES

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the Contract. Because of that, the Contractor acknowledges that for the Contract resulting from this Proposal, it will negotiate liquidated damages, as required by the State of Wisconsin, for the Contract. The Contractor agrees that the Agency shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

The Department shall notify the Contractor in writing of any claim for liquidated damages pursuant to this section within thirty (30) days after the Contractor's failure to perform in accordance with the terms and conditions of this agreement.

## 9.4 ADDITIONAL INSURANCE RESPONSIBILITY

The Contractor shall exercise due diligence in providing services under any contract awarded. In order to protect the Department's governing boards and any Department employee against liability, cost, or expenses (including reasonable attorney fees) which may be insured or sustained as a result of vendor errors or other failure to comply with the terms of the awarded Contract, the selected vendor shall maintain errors and omissions insurance including coverage

for network and privacy risks, breach of privacy and wrongful disclosure of information in an amount acceptable to the Department with a minimum of \$1,000,000 per claim in force during the Contract period and for a period of three (3) years thereafter for services completed. Contractor shall furnish the Department with a certificate of insurance for such amount. Further, this certificate shall designate the State of Wisconsin Employee Trust Funds Board and its affiliated boards as additional insured parties.

## **9.5 CONTRACTOR**

- ETF requires each Proposal to have one Contractor designated.
- The awarded Contractor will be the Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations.
- ETF shall have sole discretion to approve or reject any such Subcontractor.
- The Contractor shall be solely responsible for its actions and those of its agents, employees or Subcontractors under this Contract. The Contractor will be responsible for Contract performance when subcontractors are used. Subcontractors must abide by all terms and conditions of the Contract.
- Neither the Contractor nor any of the foregoing parties has the authority to act or speak on behalf of the State of Wisconsin.
- The Contractor will be responsible for payment of any losses by Subcontractors, agents, or assigns.
- Any notice required or permitted to be given shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested. In the event the Contractor moves or updates contact information, the Contractor shall inform the State of Wisconsin of such changes in writing within ten (10) Business Days. The State of Wisconsin shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice.

## **9.6 OWNERSHIP OF MATERIALS**

- All information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of services under this Contract shall be furnished to the vendor and shall be returned to the Department upon completion of the Contract. The vendor shall not use it for any purpose other than carrying out the work described in the Contract.
- It is agreed that the Department will be furnished without additional charge all data, models, information, reports, and other materials associated with and generated under this Contract by the vendor.
- The Department shall solely own all customized software, documents, and other materials developed under this RFP. Use of software, documents, and materials by the vendor shall only be with the prior written approval of the Department.
- All media in the possession of the Contractor including, but not limited to, diskettes, CDs, files, and written documents containing participant information shall be destroyed or turned over to the Department within sixty (60) calendar days of the completion of this Contract. The Contractor shall furnish to the Department a written certification that all

such media have been destroyed or returned to the Department, unless the Department makes any exceptions to this requirement in writing.

## **9.7 CONFIDENTIALITY OF INFORMATION**

The contractor shall presume that all information that is collected, used, created, provided, or viewed in performance of its obligations under the Contract with ETF is considered Confidential Information unless otherwise designated by ETF in writing. Such presumption excludes any information that is: (a) already in the public domain; (b) was properly in the Contractor's possession prior to execution of the Contract; or (c) that the Contractor lawfully receives from a third party or other source. Confidential Information shall remain the property of ETF.

### ***Use and Disclosures***

The Contractor shall not use Confidential Information for any purpose other than necessary to perform its obligations under the Contract. No Confidential Information collected, used, created, provided, or viewed in the course of performance under the Contract shall be disclosed by the Contractor except as authorized by law and with the written consent of the Secretary of the Department, either during the term of the Contract or thereafter.

The Contractor shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such Confidential Information in accordance with the terms of this Contract. Contractor shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Contract by any said Representatives.

### ***Minimum Necessary***

Contractor will make reasonable efforts to use or request only the minimum amount of Confidential Information necessary to accomplish the intended purpose of the Contract.

### ***Information Safeguards***

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of such Confidential Information while in its possession or control, including transportation, whether physically or electronically. Contractor shall encrypt and/or de-identify all electronic Confidential Information in its control or possession using industry standard encryption techniques and technology during transport and at rest.

### ***Responsibility***

Contractor assumes all responsibility for Confidential Information collected, used, or disseminated by Contractor in connection with the performance of its obligations under the Contract.

### ***Return or Destruction of Confidential Information***

Upon termination or expiration of the Contract, or earlier upon ETF's request, Contractor must return any and all Confidential Information collected, maintained, or used in the course of the performance of this Contract. Contractor shall purge and shall have all of its personnel purge all



Confidential Information, as provided for under Section 9.6 of this agreement, including certification in writing that it has complied with the requirements under the Section.

### ***Specific Requirements for Individual Personal Information and Medical Records***

ETF does not expect that personal information will be needed in performance of the Contract. However, the Contractor may incidentally encounter personal information in the performance of its contractual obligations. The confidentiality of information in participant records is protected under Wis. Stat. § 40.07. Individual personal information (defined at Wis. Admin. Code § ETF 10.70(1)) in the Department's records (including name, address, social security number, date of birth, marital status, earnings, Wisconsin Retirement System (WRS) contributions, WRS interest crediting, beneficiary designations, WRS creditable service and medical information), is not a public record and must be kept confidential. Under no circumstances can Individual Personal Information be used or disclosed by the Contractor, except as authorized by law and with the written consent of the Secretary of the Department, either during the term of the Contract or thereafter. The Department shall not disclose medical records as defined in Wis. Admin. Code § ETF 10.01(3m).

### ***Reporting of Breach, Unauthorized Disclosure or Improper Use***

Upon becoming aware of an actual or suspected breach, unauthorized disclosure or improper use of Confidential Information, Contractor shall report it as soon as possible by **telephone and by e-mail** to ETF's Privacy Officer and promptly consult with ETF to determine the exact nature of the information that has been breached, disclosed to unauthorized persons, or improperly used.

Contact information for ETF's Privacy Officer:

Mary Alice McGreevy  
Privacy Officer  
Employee Trust Funds  
P.O. Box 7931  
Madison, WI 53707-7931  
Email: [maryalice.mcgreevy@etf.wi.gov](mailto:maryalice.mcgreevy@etf.wi.gov)  
Telephone: (608) 267-2354

### ***Indemnification***

In the event of a breach by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State of Wisconsin in the enforcement of this Section.

### ***Equitable Relief***

The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose Confidential Information is disclosed and to the State of Wisconsin, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State of Wisconsin, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or



curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

## **9.8 CRIMINAL BACKGROUND VERIFICATION**

The Department follows the provisions in the Wisconsin Human Resources Handbook Chapter 246, Securing Applicant Background Checks (see <http://oser.state.wi.us/docview.asp?docid=6658>). The vendor is expected to perform background checks that, at a minimum, adhere to those standards. This includes the criminal history record from the Wisconsin Department of Justice (DOJ), Wisconsin Circuit Court Automation Programs (CCAP), and other state justice departments for persons who have lived in a state(s) other than Wisconsin. More stringent background checks are permitted. Details regarding the vendor's background check procedures should be provided to ETF regarding the measures used by the vendor to protect the security and privacy of program data and participant information. A copy of the result of the criminal background check the vendor conducted must be made available to ETF. 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.

## **9.9 LEGAL RELATIONS**

In carrying out any provisions of this RFP or in exercising any power or authority granted to the vendor thereby, there shall be no liability upon the Department, it being understood that in such matters that the Department acts as an agent of the State of Wisconsin.

## **9.10 IDENTIFICATION OF KEY PERSONNEL AND PERSONNEL CHANGES**

- The State of Wisconsin reserves the right to approve all individuals assigned to this project. The Contractor agrees to use its best effort to minimize personnel changes during the Contract period.
- At the time of contract negotiations, the Proposer shall furnish ETF with names of all key personnel assigned to perform work under the Contract and furnish ETF with criminal background checks per Section 9.8 on these personnel.
- Proposer may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The proposer 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 proposer 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 within two (2) weeks of the departure date of the person being replaced. The proposer shall provide ETF with reasonable access to any staff diverted by the proposer.
- Replacement of key personnel shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Such approval shall not be unreasonably withheld. Failure of proposer to promptly replace key personnel within 30 calendar days after departure from proposer

shall entitle ETF to terminate the agreement. The notice and justification must include identification of proposed substitute key personnel and must provide sufficient detail to permit evaluation of the impact of the change on the project and/or maintenance.

- Any of the proposer's staff that ETF deems unacceptable shall be promptly and without delay removed by the proposer from the project and replaced by the proposer 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.
- An unauthorized change by the Contractor of any Contracted Personnel designed as key personnel will result in the imposition of liquidated damages, as defined in the negotiated Contract between the State of Wisconsin and the selected Proposer.

## **9.11 PERFORMANCE**

Work under the resulting Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for the work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal and Contract requirements.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of the Contract shall govern.

The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State of Wisconsin's satisfaction; the State of Wisconsin's decision in that regard shall be final and conclusive.

## **9.12 CONTRACT DISPUTE RESOLUTION**

- In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for break of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for and adjustment to such provision.
- No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State of Wisconsin, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

## 9.13 TERMINATION OF CONTRACT

- The Department may terminate any Contract issued as a result of this RFP at any time at its sole discretion by delivering one hundred and eighty (180) calendar days written notice to the vendor.
- Upon termination, the Department's liability shall be limited to the prorated cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Department.

## 9.14 TERMINATION FOR CAUSE

The State of Wisconsin reserves the right to cancel this Contract in whole or in part without penalty if the Contractor in one (1) or more of the following occurrences:

- If the Contractor intentionally furnished any statement, representation, warranty, or certification in connection with its Proposal which is materially false, incorrect, or incomplete.
- If the Contractor fails to perform any material requirement of the Contract, breaches any material requirement of the Contract required under this Contract, or if the Contractor's full and satisfactory performance of the Contract is substantially endangered. Before terminating the Contract, the State of Wisconsin shall give written notice of intent to terminate to Contractor after a thirty (30) day written notice and cure period.
- If applicable, fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law) as required herein;
- Is presently identified on the list of parties excluded from State of Wisconsin procurement and non-procurement Contracts;
- Becomes a state debarred contractor, or is becomes excluded from state Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as required per the Contract;
- Fails to maintain the confidentiality of the State of Wisconsin's information that is considered to be Confidential Information;
- Files a petition in bankruptcy, become insolvent, or otherwise takes action to dissolve as a legal entity; or
- If at any time the Contractor's performance threatens the health or safety of a State of Wisconsin employee, citizen, or customer.

In the event of a termination for cause, by the State of Wisconsin, the State of Wisconsin shall be liable for payments, less holdbacks, for any work accepted by the State of Wisconsin prior to the date of termination.

## **9.15 TRANSITIONAL SERVICES**

Upon cancellation, termination, or expiration of the Contract for any reason, the Contractor shall provide reasonable cooperation, assistance and Services, and shall assist the State of Wisconsin to facilitate the orderly transition of the Work hereunder to the State of Wisconsin and or to an alternative Contractor selected for the transition upon written notice to the Contractor at least thirty (30) business days prior to termination or cancellation, and subject to the terms and conditions set forth herein.

## **9.16 RELEASE**

Upon the Expiration or Termination for any reason, each party shall be released from all obligations to the other arising after the Expiration date or Termination date, except for those that by their terms survive such Termination or Expiration.

## **9.17 TERMINATION OF PURCHASE ORDER**

The State of Wisconsin may terminate a specific Purchase Order issued under the Contract if it determines that the Contractor is unable to render the Services or provide the deliverables required in a timely manner, in order to meet the business needs of the State of Wisconsin.

## **9.18 REMEDIES OF STATE**

- The State of Wisconsin shall be free to invoke any and all remedies permitted under Wisconsin law. In particular, if the Contractor fails to perform as specified in the Contract, the State of Wisconsin may issue a written notice of default providing for at least a seven (7) day period in which Contractor shall have an opportunity to cure, provided that cure is possible, feasible, and approved in writing by the State of Wisconsin. Time allowed for cure of a default shall not diminish or eliminate the Contractor's liability. If the default remains, after opportunity to cure, then the State of Wisconsin may: (1) exercise any remedy provided in law or in equity or (2) terminate Contractor's services.
- If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the State of Wisconsin to do so, the Contractor shall reimburse the State of Wisconsin for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction.
- In case of failure to deliver Services in accordance with or Services from other sources as necessary, and Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State of Wisconsin.

## **9.19 ADDITIONAL RECORDKEEPING**

The Contractor and its authorized Subcontractors are subject to audits by the State of Wisconsin, the Legislative Audit Bureau (LAB), an independent Certified Public Accountant (CPA), or other representatives as authorized by the State of Wisconsin.

Authorized personnel shall have access to interview any Contractor's or Subcontractor's employee or authorized agent involved with the Contract in conjunction with any audit, review, or investigation deemed necessary by the State of Wisconsin.

## **9.20 CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS**

The Contractor will, 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 the Contract that may affect the Contractor's work or obligations.

## **9.21 SECURITY POLICIES**

Contractor and the State of Wisconsin agree that their employees, while working at or visiting the premises of the other party, shall comply with all internal rules and regulations of the other party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.

In addition, any staff that work on-site shall be subject, in the same manner as employees, to ETF Building Access Policy Appendix A. ETF is responsible for allocating building and equipment access, as well as any other necessary services available from ETF that may be used by the vendor. Any use of ETF facilities, equipment, internet access, and/or services shall only be for project purposes as authorized by ETF. The vendor will provide its own personal computers, which must comply with ETF security policies before connection to ETF's local network.

The policies indicated below are applicable to vendors working on site.

- ▣ Appendix C: Personal Computing Device Policy
- ▣ Appendix D: Data Classification Policy

## **9.22 SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL**

The State of Wisconsin shall have the right, acting by itself or through its authorized representatives, to enter the premises of the Contractor at all times to inspect and copy the records of the Contractor pertaining to the operation of the system and Contractor's compliance with this section. In the course of performing services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State.

The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

- The performances of services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State of Wisconsin.
- The Contractor shall be responsible for damage to the State of Wisconsin's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State of Wisconsin accordingly upon demand.

- This remedy shall be in addition to any other remedies available to the State of Wisconsin by law or in equity.

## **9.23 TIME IS OF THE ESSENCE**

Timely provision of the Services required under this Contract shall be of the essence of the Contract, including the provisions of the Services within the time agreed or on a date specified herein.

## **9.24 BREACH NOT WAIVER**

A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.

## **9.25 SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full source and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

# **10 REQUIRED FORMS**

**This section is NOT scored. (0 points)**

The following forms must be completed and submitted with the Proposal in accordance with the RFP instructions outlined in Section 2. Blank forms are attached.

- Attachment A – Proposer’s Checklist
- Attachment B – Mandatory Proposal Qualifications
- Attachment C – Cost Proposal
- Form DOA-3477 – Vendor Information
- Form DOA-3478 – Vendor References
- Form DOA-3333 – Vendor Agreement
- Form DOA-3027 – Designation of Confidential and Proprietary Information
- Form DOA-3261 – Request for Proposal (Front Cover)

## APPENDIX A

### BUILDING ACCESS CARDS AND KEY STANDARDS

#### 14C

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The Facility Manager is responsible for the management of building access cards, Department master keys, room keys and furniture keys. Distribution of these items is handled by the Facility Manager. Employees needing keys or building passes should submit an email to the [\\*ETFFacilityTelecomSvcs@etf.wi.gov](mailto:*ETFFacilityTelecomSvcs@etf.wi.gov).

#### ISSUANCE STANDARD:

All ETF employees are issued a temporary building access card on their first day of employment. The Facility Manager takes a digital picture of the employee and sends it to Capitol Police where a permanent access/identification (ID) badge is made. The employee's permanent access/ID badge will arrive within a couple of weeks.

**Badger Road:** All main stairwell doors, except the door leading into the Member Service reception area, are locked during business hours from 7:45 am to 4:30pm. Employees need to use their access/ID badges to move through any locked doors.

All visitors to the building are directed to sign in and wear a visitor badge while at ETF. The receptionist will contact the employee they are visiting to determine if the visitor should be met personally or sent directly to the work area. Visitors will be required to sign-out and return the badge upon leaving.

**DOR:** Card readers are located at each of the doors leading into the ETF suites on second and third floor. Access cards can be used at both buildings. The front door is unlocked from 7:45am-4:30pm. All other doors are locked 24/7. All employees are required to wear their access cards so they are visible to all DOR employees.

#### COLLECTION STANDARD:

Supervisors are responsible for collecting assigned building access cards upon termination of employment.

The terminating employee should leave their furniture key(s) in the unlocked top drawer of the specific unit. If the drawer contains information that should be kept locked, they should provide the drawer key(s) to their supervisor with an explanation of the key's purpose.

#### USE STANDARDS:



Lost or stolen building access cards and keys are to be reported to Facility/Telecom Services immediately. The access card will be deactivated and/or a duplicate card issued.

Employees are responsible for any access cards or key(s) that are assigned to them. Assigned building access cards and keys should not be loaned to anyone.

The Facility Manager will keep duplicate keys for furniture. (Some older furniture units may not have keys.)

Access to employee workstations is restricted to the employee and their supervisor(s). In an employee's absence, the supervisor may request access to the workstation to retrieve necessary work-related items. Facilities staff will open work units and then lock them again.

## **NON-BUSINESS HOURS BUILDING SECURITY**

During times when doors are locked employees should use their building access card for either the main entrance or entrance adjacent to the Secretary's Office. All ETF employees will be provided a building access card in accordance with the Building Access Card Policy in the Policy Section of this handbook. To gain entry into the building, employees must hold the card up to the card reader (black square plate with a red beam) which can be found at either entry. If employees have trouble at either exterior entry, restricted "state line" only telephones are found at each entry and you can call someone in the building or Capitol Police at 6-8797.

**FLSA non-exempt staff must obtain supervisory approval prior to entering the building during non-standard work hours.** DOA provides the Facility Manager with a monthly report indicating card usage.

Managers will be provided sub master keys to their offices and other work areas needed to perform work related functions.

## **UNLOCKING DOORS FOR OTHERS**

Employees should not open doors to anyone they cannot identify. Anyone attempting access who cannot be identified or is unable to provide authentic identification, and who persist in attempting to gain access, should be denied access and reported to Capitol Police at 6-7700.

Under no circumstances should any employee ever "prop" open a locked door or leave a locked door ajar. This will be viewed as a work rule violation because it jeopardizes building security.

## **WORKING LATE OR OUTSIDE NORMAL BUSINESS HOURS**

Employees who drive their own vehicles and who work outside normal business hours (which may be after dark) are welcome to drive their vehicles to any open parking stalls near the ETF Badger Road building following completion of the normal work day. Employees working similar hours may want to leave the building together and escort each other to their vehicles. This is encouraged as a good general security practice applicable to Badger Road and any other facility. Employees who do not drive and need to walk to bus terminals should use good judgment and survey the outside environment. They may also want to use a "buddy system" when possible. If there is reason to believe the environment outside the building is unsafe Capitol Police can be contacted at 6-8797 between the hours of 4:30 p.m. and 7:45 a.m. to escort employees to their vehicles or other forms of transportation. Please be aware that a squad may not be available to come out to the building at the exact time you are leaving, so be prepared to wait for assistance, if necessary.



## APPENDIX B STATE OF WISCONSIN EXAMPLE CONTRACT

**Commodity or Service:** Knowledge Management  
Consulting Services

**Contract No./Request for Proposal No:** ETE0009

**Contract Period:** December 15, 2014 through December 31, 2016 with two (2) one (2) year renewal options

1. This Contract is entered into by the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "Department", and between the XXXXX hereinafter referred to as the "Contractor", whose address and principal officer appears on page XX. The Department is the sole point of contact for this Contract.
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal dated XXXXX hereby made a part of this Contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952, or via e-mail at [ETFProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov).
5. For purposes of administering this Contract, the Order of Precedence is:
  - A). This Contract with XXXXX and
  - B). the RFP dated XXXX, and;
  - C). Contractor's proposal dated XXXX.

**Contract Number & Service: ETE0009 – Knowledge Management Consultant Services**

Amendment XX

<b>State of Wisconsin</b>
<b>Department of Employee Trust Funds</b>
By <i>(Name)</i> <b>Robert J. Conlin</b>
Signature
Title <b>Secretary</b> Department of Employee Trust Funds
Phone  608.266.0301
Date <i>(MM/DD/CCYY)</i>

<b>Contractor <u>to Complete</u></b>
Legal Company Name
Trade Name
Taxpayer Identification Number
Company Address <i>(City, State, Zip)</i>
By <i>(print Name)</i>
Signature
Title
Phone
Date <i>(MM/DD/CCYY)</i>

## APPENDIX C

### PERSONAL COMPUTING DEVICE POLICY

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#### PURPOSE

The purpose of this policy is to specify the authorized use and security requirements for operating a Personal Computing Device (PCD) for work purposes. This standard does not apply to devices provided by the agency. As employees or users working on behalf of a public trust and custodians of information entrusted by plan participants, use of personal computing devices for work purposes should always adhere to the obligation to conduct oneself with the highest ethical principles, to avoid any action that may violate the security of the trust and its participants, or any laws governing public resource use and employee conduct. This policy is necessary to protect the confidentiality, availability, and integrity of ETF data accessed or stored on mobile devices.

It is the policy of ETF and the State of Wisconsin to protect and maintain user safety, security and privacy, while simultaneously protecting enterprise information assets while using these devices.

**The most effective way to secure data is to not store it on mobile devices.** As a matter of policy and best practice, data should always be secured where it resides. ETF work requirements may on occasion justify accessing or storing ETF data on mobile devices. In these cases, users are required to ensure they adhere to the user responsibilities in this policy.

#### DEFINITIONS

**Personal Computing Device (PCD)** includes but is not limited to: PCs, laptop computers, tablet computers, smart phones, and any other mobile computing device. PCDs do not include devices provided by the agency.

**Personally Identifiable Information (PII)** is any information that links sensitive data with other information that would result in attributing the data to an individual. For example, an individual's last name and first name or initial in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: the individual's: a) Social Security number; b) Driver's license number or state identification number; c) Retirement account information; d) Protected health information (as defined by the Health Insurance Portability and Accountability Act); or any other information protected by state or federal law.

**Sensitive Data** includes personally identifiable information about a participant or ETF employee or others who do business with ETF and such other information designated as confidential under applicable federal and state laws and rules.

**User** includes but is not limited to: ETF employees, contractors, limited-term employees, vendors, employees of other agencies, and any other person utilizing personal computing devices for ETF work purposes.

**Work Purposes** means access to e-mail and calendaring, access to the ETF network, and the performance of agency business on a PCD to increase productivity and assist employees in meeting the needs of the Department.

## **USE OF PERSONAL COMPUTING DEVICES AND DATA ACCESS**

1. Users may use PCDs for work purposes provided they are approved by their supervisors and the Bureau of Information Technology Services (BITS). Users must adhere to and accept the Personal Computing Device Policy before using a PCD for work purposes.
2. Users must receive authorization from their supervisor and Division Administrator/Office Director, sign and submit the form at the end of this policy prior to using a PCD for work purposes.
3. All PCDs must be inspected by BITS prior to use on an ETF network to ensure compliance with security standards. And, at any time, BITS can contact the users to reinspect the PCD for continued compliance with security standards.
4. A PCD may connect to the Internet for non-work purposes while at ETF in accordance with ETFs Internet use policy. PCDs must connect to the Internet via the ETF secured public wireless network. This network is intended for Internet only access and traffic through this network is monitored and restricted according to ETF policy.
5. ETF assumes no responsibility for criminal activity on any PCD and **ensures no privacy in relation to personal data stored on a device** that is related to those activities.
6. ETF assumes no responsibility for repairs, replacements, troubleshooting, connectivity, or reception quality of PCDs. ETF assumes no responsibility for costs associated with PCDs.
7. Work product on PCDs must be sent via ETF e-mail or synched with and stored on the network. Users must not save a work product solely on the personal device.
8. E-mail, data, and other records that are work product are subject to the Wisconsin Public Records Law. Therefore, in order to comply with public records retention requirements, work product must be stored on and accessed via ETF servers. Proper retention of records on the ETF server will ensure ETF can respond to public records requests without requiring access to PCDs.

9. A user must not store sensitive data, including but not limited to, Personally Identifiable Information (PII), and other data identified as sensitive by ETF.

A user, on request, is required to release a copy of all work related records to ETF in the form they are stored on the PCD. ETF will only require direct access to original documents, e-mails, calendars, etc. in extenuating circumstances, such as for violation of ETF work rules, investigation of criminal or other illegal activity and pursuant to a court-issued order or warrant.

10. Text message archiving is not supported by ETF. In order to maintain compliance with Wisconsin Public Records Law, text messaging shall not be utilized to conduct ETF business. If there is special business or operational requirements for using text messaging, they will be handled on a case-by-case basis. All such cases will need to be approved by the DMS Administrator.
11. ETF's work rules apply to use of any PCDs.
12. Users who violate the Personal Computing Device policy may be subject to disciplinary action.

## **PROCEDURES FOR REQUESTING TO USE A PERSONAL COMPUTING DEVICE**

1. Receive approval and signature from your supervisor and Division Administrator/Office Director and submit the attached form to the Human Resources Director or designee. Upon approval from Human Resources it will be forwarded to BITS and the appropriate designee for tracking and final approval.
2. Remember that a signature on the attached form indicates that the Personal Computing Device Policy was read in full, notice was given as to rights and legal requirements, and the user accepts all terms and conditions.

## **TECHNICAL STANDARDS AND CONDITIONS**

### **E-Mail and Calendaring Access**

ETF's mobile device management system and Outlook Web Access (OWA) are the preferred means for accessing the ETF e-mail system.

### **Password Protection**

PCDs, including smart phones and other mobile devices, must have a password. Other security controls may be required and enabled by ETF at any time.

1. Password requirements for mobile PCDs with security features similar to smart phones:



Passwords will be a minimum of four digits in length and cannot include the following:

- Repeating four digits such as 0000 or 9999
- Consecutive ascending four digits such as 0123 or 7890
- Consecutive descending four digits such as 0987 or 3210

After 10 incorrect password attempts, the PCD will be locked and all data erased, including e-mail, calendar and contact information.

Mobile PCDs will go into locked mode after no more than 15 minutes.

2. Other PCDs: Refer to and adhere to the ETF password protection standards as described in the Employee Handbook, Information Security Policy, Section 14E.

### **Storage of Sensitive Data**

Personal computing devices cannot be used to store any sensitive data, including participant data. Participant data must not be saved or stored in e-mail and must be moved out of e-mail to an ETF secure location as soon as possible.

### **Physical Safeguards**

Appropriate physical security measures should be taken to prevent theft of PCDs and media. The physical security of these devices is the responsibility of the user. PCDs shall be kept in the user's physical presence whenever possible, and unattended personal computing devices and media must be physically secured.

### **Virus Protection**

Anti-virus and malware protection is required to be installed on PCDs that have supported software. All devices shall be covered by the latest virus protection.

### **Critical Software Must Be Maintained**

1. **Operating System (OS)** – the PCDs OS must be running a supported version by the vendor with critical and important security patches and updates applied on a regular basis.
2. **Internet Browser** – the PCDs browser must be running a supported and updated browser with critical and important security patches and updates applied on a regular basis.
3. **Firewall** – PCDs should have a software firewall installed and turned on if it's available for the device.

## **THEFT OR LOSS**

### **Reporting**

Theft or loss of portable computing devices assumed to contain sensitive information must be reported immediately to BITS. Please call the ETF Helpdesk at 608-264-8333.

### **Remote Data Delete**

Notice: All devices that are connected to ETFs mobile device management system support the remote data wipe feature. The user is required to contact the helpdesk to initiate the remote wiping process in the case of theft or loss.

### **Support**

ETF, through BITS, does not provide technical support for PCDs. No ETF system will be reconfigured in order to accommodate a PCD or provide for its functionality. There is no guarantee that a specific device will or will not work with the current system configuration. There is no obligation on the part of ETF to support any personal device.

### **Removal of Data**

All work related information contained on a PCD must be removed on request by ETF. Mobile devices may be “wiped” or cleared of all information remotely without recourse and without compensation for personal data loss (including but not limited to loss of personal contacts, music, messages and loss of access to service).

## **DECOMMISSIONING OLD DEVICES**

- 1. Notify IT** — If a user wishes to use a new device for work purposes, the user must send IT a note to notify IT that the user will be changing devices.
- 2. Transfer ETF Materials to New Device** —IT will transfer ETF Mobile Device Management (MDM) profiles from the old device to the new device.
- 3. Extract Personal Data from Your Device** — Once ETF has transferred the MDM profile to the new device, the user should remove and save all personal files. This can be accomplished with the native tools and back-up services of the operative system or the manufacture (e.g., Apple's iCloud or Google Drive).
- 4. Erase all Remaining Personal and ETF Data** — The user should fully decommission the old device by removing all personal and ETF data. Most devices have an option in the setting menu to perform a factory data reset, which will wipe the data completely. This can also be accomplished remotely by an MDM platform. Note: In some tablets and smart phones, a user should manually remove the storage card and use it in the new device or erase the data from it as well.
- 5. Disposal and Reuse**  
PCD users must follow the CONFIDENTIAL WASTE DISPOSAL Policy available in the Employee Handbook (14F) in order to properly remove data and software from the device before its disposal or reuse.

## **User Acknowledgement and Waiver Form**

### Wisconsin Department of Employee Trust Funds Personal Computing Device Policy

**Intended use:** \_\_\_\_\_

**Personal email used on PCD (needed if connecting to ETF's email system):** \_\_\_\_\_

#### **SUPERVISOR AND ADMINISTRATOR/OFFICE DIRECTOR APPROVAL**

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **EMPLOYEE ACKNOWLEDGEMENT**

I have read, understand and will comply with the ETF Personal Computing Device Policy.

Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **WAIVER FOR CONNECTING PERSONAL COMPUTING DEVICES TO ETF'S E-MAIL AND CALENDAR SYSTEM**

I wish to connect my personal computing device to ETF's E-mail System to access my ETF e-mail and calendar. I understand and agree that I must follow ETF's Personal Computing Device Policy and that ETF holds no liability for loss of personal applications, files and data on my device. I also understand that ETF may require "wiping" of the device in the event it is lost or stolen. I also understand that keeping the data on my device backed up is solely my responsibility.

Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **FORWARD TO HUMAN RESOURCES:**

Human Resources Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_

##### **For BITS use only:**

Based on business/user need the device is connected to the following network(s):

Physical Network \_\_\_\_ Private Wireless Network \_\_\_\_ Secured Public Network \_\_\_\_  
Active-sync only, not connected to any ETF network \_\_\_\_

## APPENDIX D

### DATA CLASSIFICATION POLICY

#### Statement of Policy

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

#### Rationale

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

#### Scope

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

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

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

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

#### Specifications

ETF will use the following classifications:

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

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

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

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

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

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

## Roles & Responsibilities

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

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

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

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

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

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

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

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

## Data Handling

### General Safeguards for All Data

1. Using the categories Public, Protected and Private, Information Owners must classify all ETF data as soon as possible after the creation or acceptance of ownership by ETF.
2. Following initial classification, ETF data must remain classified at the initial level or reclassified as needed due to changes in usage, sensitivities, law or other relevant circumstances.
3. Classifications assigned to ETF data must be reviewed at least once every three (3) years by the Information Owner and reclassified based on changing usage, sensitivities, law, or other relevant circumstances.
4. Data must be protected in accordance with the security controls specified for the classification level that it is assigned.
5. The classification level and associated protection of replicated data must remain consistent with the original data [e.g. (i) confidential HR data copied to a CD-ROM, or other removable-media (e.g. flash drive), or from one server to another, retains its confidential classification; (ii) printed copies of Private Data is also classified Private].

6. Any physical or logical collection of data, stored, in transit, or during electronic transfer (e.g. file, database, emails and attachments, filing cabinet, backup media, electronic memory devices, sensitive operation logs or configuration files) containing differing classification levels must be classified as a whole at the highest data classification level within the collection. Any data subset that has been separated from any such collection must be protected in accordance with the protection specified for the classification level of the data subset if assigned; otherwise the data subset retains the classification level of the original collection and requires the same degree of protection.
7. Destruction of data (electronic or physical) or systems storing data must be done in accordance with ETF's Records Management Program.
8. Before systems or media are reused they should be erased according to ETF guidelines to ensure no residual data remains on the systems or media.

### Revision History

Date	Revision #	Comments
1/30/2012	V1.0	Initial policy



## ATTACHMENT A PROPOSER'S CHECKLIST

**Proposer:** \_\_\_\_\_

Instructions: This form shall be completed by marking the check boxes shown below. By marking these boxes you are acknowledging compliance with these items. Omission of any of the below may be cause for rejection of your Proposal. Please sign the appropriate forms when submitting your Proposal.

Request for Proposal (DOA-3261)	<input type="checkbox"/> Have read, completed, and signed.
Vendor Information (DOA-3477)	<input type="checkbox"/> Have read, completed, and signed.
Vendor References (DOA-3478)	<input type="checkbox"/> Have read, completed, and signed.
Vendor Agreement (DOA-3333)	<input type="checkbox"/> Have read, completed, and signed.
Standard Terms and Conditions (DOA-3054)	<input type="checkbox"/> Have read and understand.
Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681)	<input type="checkbox"/> Have read and understand.
Designation of Confidential and Proprietary Information (DOA-3027)	<input type="checkbox"/> Have read, completed, and signed.
Preparing and Submitting a Proposal RFP Section 2	<input type="checkbox"/> Have read and complied with all requirements.
Proposal Section and Award Process RFP Section 3	<input type="checkbox"/> Have read and understand.
Attachment B: Mandatory Proposal Qualifications	<input type="checkbox"/> Have read, completed, and complied with response instructions.
General Requirements RFP Section 6	<input type="checkbox"/> Have read, completed, and complied with response instructions.
Technical Requirements RFP Section 7	<input type="checkbox"/> Have read, completed, and complied with response instructions.
Cost RFP Section 8	<input type="checkbox"/> Have read and complied with instructions.
Contractual Terms and Conditions RFP Section 9	<input type="checkbox"/> Have read, understand, and complied with instructions.
Attachment C: Cost Sheet	<input type="checkbox"/> Have read, completed, and complied with all requirements.

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## ATTACHMENT B MANDATORY PROPOSAL QUALIFICATIONS

### **MANDATORY PROPOSAL QUALIFICATIONS**

**Proposer:** \_\_\_\_\_

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

The Proposer **must** respond. ETF reserves the right to clarify a requirement with a blank response or a response that has checked both “AGREE” and “DISAGREE” within the same section.

Section	Qualification	Check One	
		AGREE	DISAGREE
4.1	Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States shall be grounds for disqualifying your Proposal for this Contract.		
4.2	Proposer shall agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, etc.) shall remain the property of ETF.		
4.3	The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.		
4.4	The firm has not been suspended or debarred from performing Federal or State government work.		
4.5	During the past five years, the firm has not been involved with any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct. Or during the past five years, the firm has not been in bankruptcy or receivership.		
4.6	Proposer acknowledges that Section 5, Contract Performance Deliverables, can be met as listed in the RFP document.		

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# ATTACHMENT C COST PROPOSAL

## **COST PROPOSAL**

**Proposer:** \_\_\_\_\_

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

Cost Proposal instructions:

- Proposer is required to provide a blended hourly rate for Table 1 for all of the deliverables in Section 5.1. The vendor hourly rate will be multiplied by the number of hours the Proposer has listed next to each deliverable to formulate a cost for each deliverable. The summation of all of the deliverable costs will be a not-to-exceed total cost by the Proposer. The total not-to-exceed cost will be the basis of cost points awarded.
- Proposer is required to provide a blended hourly rate (inclusive of all materials, work products, labor, travel, etc.) in Table 2 specific to meet the requirements within Section 5.2.1.
- Proposer may elect to provide additional services in Table 3 along with a blended hourly rate that meet the requirements set forth in Section 5.2.2.
- Proposer is required to complete all fields, except Table 3.
- Contractor's and any subcontractors' travel expenses (e.g. airfare, lodging, meals, and insurance) and other miscellaneous expenses related to the provision of services must be included in the proposed cost and cannot be an additional charge.
- Only dollar and number values will be accepted on the cost proposal. Any description other than a dollar or number value such as, but not limited to; "no cost", "included", "see below", "-", "n/a", etc. will not be accepted. A cost value of \$0.00 shall indicate the deliverable is no cost to ETF.

*Table 1 Mandatory Contract Deliverables Cost Table per Section 5.1*

<b>VENDOR HOURLY RATE (WILL BE MULTIPLIED BY THE VENDOR HOURS IN EACH DELIVERABLE IN TABLE 1 TO OBTAIN COST)</b>			<b>\$ _____ / HR.</b>
Section	Deliverable	Vendor Hours	Vendor Total Cost
5.1.1	Gap Analysis		\$ _____
5.1.2	Taxonomy Analysis		\$ _____
5.1.3	Assessment of current knowledge management Software, Tools & Methods		\$ _____
5.1.4	Phased Implementation Plan		\$ _____
<b>Overall Not-To-Exceed Cost Total (Basis of Award)</b>			<b>\$ _____</b>

*Continue on to the next page.*

*Table 2 Elected Contract Deliverables Cost Table per Section 5.2.1*

SECTION	DELIVERABLE	VENDOR HOURLY RATE	
5.2.1	Knowledge Management Services Hourly Rate	\$ _____	/ hr.

*Table 3 Additional Services Hourly Rates Cost Table per Section 5.2.2*

5.2.2 ADDITIONAL SERVICES (USE SPACE BELOW TO LIST THESE SERVICES)	VENDOR HOURLY RATE	
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.
	\$ _____	/ hr.

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Authorized Printed Name

---

Authorized Signature

---

Date