



**STATE OF WISCONSIN**  
**Department of Employee Trust Funds**  
**A. John Voelker**  
 SECRETARY

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 Madison, WI 53707-7931  
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Date: May 6, 2021  
 To: All Potential Proposers to ETF RFP ETJ0061  
 RE: **Addendum # 1 – Vendor Questions and ETF Answers to Request for Proposals (RFP) ETJ0061 – Administrative Services for the Wisconsin Deferred Compensation Program**

**Acknowledgement of receipt of this Addendum # 1:**

Proposers must acknowledge receipt of this Addendum # 1 by providing the required information in the box below and including just Page 1 of Addendum #1 immediately after Proposer’s executive summary in their Proposal.

Proposer’s Company Name:
Authorized Person (Printed Name and Title):
Authorized Person’s Signature:
Date

**Please note the following updates to RFP ETJ0061:**

**ADD** to the RFP the following questions regarding RFP ETJ0061 from Proposers and answers from the Department:

Vendor Q&A

Q#	RFP Section	RFP Page	Questions/Rationale	Department Answer
Q1	2.3.2	11	For submission, do the individual files have a size limit?	The maximum file size limit for each file upload to Box is 15 gigabytes (GB).
Q2	7.7.9	36	Please advise what offerings listed below you are hoping to learn about as it applies to the custom asset allocation service request: 1. Non-unitized asset allocation models	The Wisconsin Deferred Compensation (WDC) seeks to provide attractive investment options and valuable services/features that are simple and understandable for participants. As of 2021, these include virtually all items in the list at the left except for the examples cited in #3. Those options

			<p>2. Standard rebalance tool</p> <p>3. Unitized model portfolio (e.g. white label funds, fund-of-funds, separately managed accounts)</p> <p>4. Point-in-time participant advice</p> <p>5. Online advisory services that accompany managed account offerings</p>	(white label funds, etc.) may be considered for inclusion in the WDC in the future by the Deferred Compensation Board (Board).
Q3	Appendix 3.6	5	How many education representatives are currently dedicated to the WDC plan?	The WDC has 7 field representatives located around the State of Wisconsin (State).
Q4	Appendix 3.5	5	How many employees work full time in the current vendor's mandatory Madison office? Are all of those employees and office activity 100% dedicated to WDC plan with no other plan sponsor business?	There are 3 employees in the Madison, WI office, the office director and 2 administrative support staff who are all 100% dedicated to the WDC.
Q5	Appendix 3.1	5	Is the current state director 100% dedicated to WDC with no other plan sponsor relationships?	The state director is dedicated to the WDC with agreed upon minor responsibilities for another smaller plan located in Wisconsin.
Q6	Program Agreement	General	Would a new vendor awarded the WDC contract be prevented from rebidding on current governmental plan sponsor retirement plans in Wisconsin?	Yes. This is a Board decision. The Board may be willing to allow this with a new vendor in the future but it would require a Board decision to change this requirement.
Q7	Administrative Services 1.3	4	How many participants are enrolled in managed accounts? Of those enrolled, what are the total assets in managed accounts?	As of 12/31/20, there were approximately 18,000 WDC participants using the managed accounts service. The managed accounts total assets as of 12/31/20 was approx. \$986,518,000.
Q8	Administrative Services 7.4	30	How many group education meetings were held in 2019 (pre-COVID)?	In 2019, 430 group meetings were held in various locations in Wisconsin.
Q9	Administrative Services 7.4	30	How many individual education meetings were held in 2019 (pre-COVID)?	In 2019, 2,900 individual retirement readiness meetings were held in various locations in Wisconsin.
Q10	Administrative Services 7.5	32	How many retirement readiness reviews were	In 2019, 2,900 individual retirement readiness meetings were held in various locations in Wisconsin.

			held in 2019 (pre-COVID)?	
Q11	General	General	Are the plan provisions consistent from adopting employer to adopting employer? If they are different, please outline the options.	Yes, plan provisions are the same for all employers offering the WDC to their employees. The Plan and Trust document may be found <a href="#">here</a> .
Q12	Administrative Services 7.9	39	Is payroll centralized or does each employer send a separate payroll?	Payroll is not centralized, except for most State of Wisconsin state agencies. In addition to the State of Wisconsin, there are over 950 employers offering the WDC. These employers submit separate payroll information.
Q13	General	N/A	How often does one of the employers leave the program? How often are new ones added?	In the past 20 years, 4 local government employers have opted out of the WDC. Between 8 -12 local government employers per year add the WDC to their employee benefits package.
Q14	N/A	N/A	Vendors are required to submit a completed Appendix 4 Data Security Questionnaire, but the RFP does not identify where/how this should be submitted. Can WDC please clarify the submittal instructions for Appendix 4?	Completed Appendix 4 – Data Security Questionnaire and any documents requested therein can be submitted as a separate document or included after Proposer’s Assumptions and Exceptions.
Q15	N/A	N/A	The RFP calls out “Promotional Materials” that may be attached with the submittal. Does this include any referenced “appendix” items from the questionnaire, or does this only include actual marketing promotional items? And can vendors submit any referenced, relevant appendix items with the response? Does WDC have a preference for where or how these might be submitted?	<p>Please see RFP Section 2.4 Proposal Organization and Format. ...</p> <p>In your Proposal, include, in bold, the <b>RFP statement, request, or question exactly as it appears in the RFP</b>. Then directly below that, include your response (in non-bolded text). The response must follow the same numbering system, use the same headings, and address each point or subpoint listed in those sections. Include the documents requested in Section 6 immediately after the question requesting the document(s). Label each document provided with the question it corresponds to (e.g., Response to 6.1.2). ...</p> <p>Only provide promotional materials if they are relevant to a specific requirement of this RFP. If provided all materials must be included with the response to the relevant requirement and clearly identified as “promotional materials.” Electronic access to such materials is preferred, which includes weblinks.</p> <p>Also see the answer to Q14.</p>

Q16	N/A	N/A	Can you please provide the current plan investments including the name, Ticker/CUSIP and account balance of each investment?	Please review the current monthly performance document, located <a href="#">here</a> and quarterly performance document, <a href="#">here</a> , which contains WDC investment information as of 12/31/20.
Q17	7.6.7	34	Can WDC please provide details about what features and functionality are currently available on the website [as requested in RFP question 7.6.7]?	The WDC participant website is customized for the WDC, secure, and conforms to accessibility guidelines. In addition to the front/public pages, the site offers transactional capabilities for participants after logging in to their individual account such as: changing deferral amounts, changing asset allocations, redirecting future contributions, and updating addresses and beneficiary designations. Participants can also view their progress towards retirement readiness, their personalized rate of return and retrieve past quarterly statements, investment prospectuses and plan-specific forms for distributions, DROs, etc. The website is available for participants 24/7, 365 (except for routine maintenance).
Q18	N/A	N/A	If available, please provide the following as of 3/31/2021: <ul style="list-style-type: none"> <li>• Total Assets</li> <li>• Total Participant Accounts</li> <li>• Total Amount of assets in Managed Accounts</li> </ul>	Data as of 3/31/21 is not yet available. Please review Q7 for 12/31/20 data.
Q19	N/A	N/A	Is AAG or Empower acting in a 3(21) capacity? If so, can you provide a copy of the existing contract regarding these services?	Yes, they are co-fiduciaries. The <a href="#">current WDC contract is hyperlinked here</a> and in the RFP under Section 1.3 Scope and Background.
Q20	General		Staffed office: Can you provide a detailed list of who staffs the current office with titles, roles and responsibilities?	The WDC local (Madison) office is staffed by the State Director, an office manager and an administrative assistant. The State Director supervises the 2 office staff, along with the 7 field representatives.
Q21	General	N/A	Please provide statistics on staff interaction with participants and impact to participation and retirement readiness.	The Board sets annual goals via the Strategic Partnership Plan. Please review the 2020 plan and results ( <a href="#">linked here</a> ) for examples of campaigns and impacts on participants.
Q22	General	N/A	What is the expected staffing level going forward?	As of now, the Board desires at least the current level of 10 statewide staff to provide quality service to both participants and employers.

Q23	7.3 Custody	30	Does WDC have a preferred Trustee/Custodian and if so, who is it?	The WDC is self-trusted. It uses a cash custodian bank for certain transactions including for interactions with the SDBA and certain employers that may yet remit checks for their employees' deferrals.
Q24	Recordkeeping 7.1.7	27	Please provide the volume of plan-to-plan transfers.	In 2019, 1,724 participants rolled funds out of the WDC.
Q25	Recordkeeping 7.1.8	27	Please provide the volume of transfers to a defined benefit governmental plan as described in question 7.1.8.	In 2019, there were 33 withdrawals for purchase of service credit.
Q26	7.9 Employer Services 7.9.1	39	Please provide the number of payroll offices. What is the frequency and number of payroll files? How many different payroll layouts are used?	In addition to the State of Wisconsin state agency payroll through the Department of Administration, there are over 955 employers offering the WDC. These employers submit separate payroll information. The current administrator/contractor has great flexibility and works with multiple payroll vendors and multiple time periods (bi-weekly, monthly, etc.). An online/automated format is used by most employers, but other formats/layouts such as using a spreadsheet or CSV is also possible.
Q27	7.7 Participant Account Statement and Services	35	Please provide the current number of accounts and current total balance for the brokerage window as of 12/31/2020.	As of 12/31/20, the WDC had 644 participants using the brokerage window. The overall balance in the brokerage window was approx. \$82,519,000 as of 12/31/20.
Q28	7.7 Participant Account Statement and Services	37	What is the number of active and inactive participants participating in Managed Accounts and the total assets managed as of 12/31/2020? Is Total Retirement or Total Portfolio level advice currently available?	The WDC does not distinguish between active and inactive participants. Any individual with a balance is considered a participant. See answer to Q7 for data. The WDC currently provides advice based on retirement but if a participant provides additional information (spouse/partner, etc.) then total portfolio level is available.
Q29	7.1 Recordkeeping	27	How many Net Asset Values (NAV's) will the custodian strike?	To the best of WDC's knowledge, the custodian will not strike any NAV's.
Q30	7.1 Recordkeeping	27	For benefit payments, how many are distributed electronic v. check and how many tax forms are issued per year?	In 2019, there were 10,842 WDC participants who took distributions: 2,281 full withdrawals, 3,203 partial withdrawals, and 5,358 participants receiving periodic payments. In 2020, 2,560 checks were issued and 47,692 ACH payments were completed.
Q31	Appendix 3 –	8	Please describe the forms required for processing	Yes, the WDC has automated most transactions, including those involving

	Section 8 Employer Services		and are you open to automation?	the plan's 950+ employers. The WDC prefers that transactions are processed online via authorized personnel. Employers do not use paper deferral forms except in very rare situations.
Q32	Appendix 3 – Section 4 Participant Communication and Education	6	For pricing comparative purposes, how many education presentations are required via paper, electronic, in-person, virtual and online? Alternatively, should these be priced a la carte?	This varies every year, as the Board annually identifies WI-specific initiatives and enhancements for the WDC. For example, in 2020, the Board set goals that included 300 group meetings and 2,000 retirement readiness reviews. There is no set format requirement (in person v virtual). Rather, the Board desires that the vendor meet the set goals. No. See Form E Cost Proposal. All Services described in Appendix 3 must be included in 1.0 Costs for Services described in RFP Appendix 3 – Program Agreement.
Q33	Appendix 3 – Section 8 Employer Services	8	Please describe the volume associated with the request described in Q.8.7.	The volume of participants attempting to market time in their WDC accounts is currently minimal, less than 10 per year.
Q34	Appendix 3 – Section 9 Legal and Administrative Services	9	What is the average annual volume of domestic relations orders?	The WDC averages 70 or fewer DROs per year.
Q35	General	N/A	Is the process for the Staffed Office an appointment scheduling model? Is there a preference on how this is handled?	The staffed office typically handles walk-in service needs, although appointments can be made at this location as well.
Q36	General	N/A	Please provide the annual call and web chat volumes. Also provide call volumes for Saturdays.	In 2019, the WDC call center received 40,357 calls, 614 of which occurred on a Saturday. The WDC does not yet have web chat as an option.
Q37	General	N/A	Do any groups require special handling such as survivors? If so, please describe.	All WDC participants are expected to experience high quality customer service when interacting with the WDC's representatives.
Q38	Admin. Services 7.6.12	35	Please provide information about your current IVR requirements including types of transactions that can be processed. What is the volume of IVR interactions?	In addition to checking account balances, fund prices, participants can also make trades, allocation changes, etc. via the current IVR system. It is available 24/7.
Q39	Appendix 3-8 Employer Services 8.7	8	Will the State be responsible for distributing employer adoption materials, or	The WDC expects the record keeping firm to develop and distribute materials that result in additional WI public employers adopting the WDC.

			should the recordkeeper assume a marketing communication budget to cover this scope?	
Q40	7.5.1	31	Approximately, how many mailings are sent per year?	Between 8-12, depending on the annual strategic plan campaigns and plan needs that arise during the year. For example, the local office is responsible for specific mailing if/when an investment option changes, there is a participant fee change, or there is major legislation (CARES Act) that the Board determines requires a mailing. Email is used when possible.
Q41	7.1.16	28	Under what circumstances are same day transfers processed where a participant would receive the prior day's pricing?	While the WDC does not currently have the need for same day transfers, the plan is interested in vendors' capabilities in this area.
Q42	7.1.4	27	What type of historical information is currently stored on the system?	The system holds at least 7 years of participant account transaction and summary data. Additional employer level detail is stored, and plan level details for the Board are kept with the Department.
Q43	7.5.10	32	Does WDC send a file including all eligible employees to the current recordkeeper or just active participants?	Employers provide this information to the record keeper. In many (but not all) cases, the file includes all eligible employees.
Q44	7.5.10	32	Are online and paper enrollment capabilities currently available?	Yes. Online/electronic is preferred but paper enrollment forms are still used/available.
Q45	7.6.1	33	Are online and paper deferral changes currently available?	Yes. Online/electronic is the main format for deferral changes, but paper can still be used/available.
Q46	7.9	39	Does the current recordkeeper send deferral changes to WDC electronically?	Yes.
Q47	WDC Fact Sheet	2	How many employer locations remit contributions?	Over 950 (Also see response to Q26).
Q48	WDC Fact Sheet	2	Are contributions remitted in a uniform format?	No, individual employers have various methods they prefer to use. Current preferred options include direct electronic upload access and payroll data interchange, although some other methods are also utilized.



Q49	Investment Performance as of 2.26.21	1-3	Please provide CUSIPs for all investments where applicable.	<table border="1"> <thead> <tr> <th>Name</th> <th>CUSIP</th> </tr> </thead> <tbody> <tr><td>American Beacon Bridgwy Lq Cp Vsl I CIT</td><td>024522203</td></tr> <tr><td>American Funds EuroPacific Gr R6</td><td>298706821</td></tr> <tr><td>BlackRock EAFE Equity Index F</td><td>067390586</td></tr> <tr><td>BlackRock Mid Cap Equity Index - Coll F</td><td>067390412</td></tr> <tr><td>BlackRock Russell 2000 Index Fund M</td><td>09257F842</td></tr> <tr><td>BlackRock US Debt Index M</td><td>09257F750</td></tr> <tr><td>Calvert US Large Cap Core Resp Index R6</td><td>131582298</td></tr> <tr><td>DFA US Micro Cap I</td><td>233203504</td></tr> <tr><td>Dodge &amp; Cox Income Fund</td><td>256210105</td></tr> <tr><td>FDIC Bank Option</td><td>N/A</td></tr> <tr><td>Fidelity Contrafund Commingled Pool CI 2</td><td>31617E745</td></tr> <tr><td>Stable Value Fund</td><td>977097104</td></tr> <tr><td>T. Rowe Price Instl Mid-Cap Equity Gr</td><td>45775L101</td></tr> <tr><td>Vanguard Institutional 500 Index Trust</td><td>976603100</td></tr> <tr><td>Vanguard Long-Term Investment Grade Adm</td><td>922031778</td></tr> <tr><td>Vanguard Target Retirement 2015 Trust I</td><td>92202V617</td></tr> <tr><td>Vanguard Target Retirement 2025 Trust I</td><td>92202V583</td></tr> <tr><td>Vanguard Target Retirement 2035 Trust I</td><td>92202V567</td></tr> <tr><td>Vanguard Target Retirement 2045 Trust I</td><td>92202V542</td></tr> <tr><td>Vanguard Target Retirement 2055 Trust I</td><td>92202V484</td></tr> <tr><td>Vanguard Target Retirement Inc Trust I</td><td>92202V633</td></tr> <tr><td>Vanguard Treasury Money Market Inv</td><td>921932109</td></tr> <tr><td>Vanguard Wellington Adm</td><td>921935201</td></tr> </tbody> </table>	Name	CUSIP	American Beacon Bridgwy Lq Cp Vsl I CIT	024522203	American Funds EuroPacific Gr R6	298706821	BlackRock EAFE Equity Index F	067390586	BlackRock Mid Cap Equity Index - Coll F	067390412	BlackRock Russell 2000 Index Fund M	09257F842	BlackRock US Debt Index M	09257F750	Calvert US Large Cap Core Resp Index R6	131582298	DFA US Micro Cap I	233203504	Dodge & Cox Income Fund	256210105	FDIC Bank Option	N/A	Fidelity Contrafund Commingled Pool CI 2	31617E745	Stable Value Fund	977097104	T. Rowe Price Instl Mid-Cap Equity Gr	45775L101	Vanguard Institutional 500 Index Trust	976603100	Vanguard Long-Term Investment Grade Adm	922031778	Vanguard Target Retirement 2015 Trust I	92202V617	Vanguard Target Retirement 2025 Trust I	92202V583	Vanguard Target Retirement 2035 Trust I	92202V567	Vanguard Target Retirement 2045 Trust I	92202V542	Vanguard Target Retirement 2055 Trust I	92202V484	Vanguard Target Retirement Inc Trust I	92202V633	Vanguard Treasury Money Market Inv	921932109	Vanguard Wellington Adm	921935201
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Q50	Investment Performance as of 2.26.21	2	<p>Regarding the Stable Value Fund:</p> <ul style="list-style-type: none"> <li>○ Who is the Investment Manager of the Stable Value fund(s)?</li> <li>○ What is the CUSIP for the Stable Value fund(s)?</li> <li>○ What is the legal structure of the Stable Value investment (CIT, Fund of Funds, Separate Account, etc.)?</li> <li>○ How is the Stable Value investment traded? Rate-based where the rate is provided to us on a recurring basis</li> <li>○ What role does the current recordkeeper have in administering the Stable Value investment?</li> </ul>	<ul style="list-style-type: none"> <li>● Galliard Capital Mgmt. is currently under contract to provide the WDC's stable value fund.</li> <li>● See Department Answer to Q49.</li> <li>● It is a separate account for WDC participants.</li> <li>● The Stable Value option is traded the same as other WDC options, on a daily basis.</li> <li>● The Current record keeper maintains account details for participants using this option and provides daily aggregate transaction data to the Stable Value option provider.</li> </ul>																																																
Q51	Investment Performance as of 2.26.21	2	<p>Regarding the FDIC Bank Option:</p> <ul style="list-style-type: none"> <li>○ Who is the Investment Manager of the FDIC Bank Option?</li> <li>○ What is the CUSIP for the FDIC Bank Option?</li> <li>○ What is the legal structure of the FDIC Bank Option (CIT, Fund of Funds, Separate Account, etc.)?</li> </ul>	<ul style="list-style-type: none"> <li>● Johnson Bank is currently under contract to provide the WDC's FDIC option.</li> <li>● See Department Answer to Q49.</li> <li>● It is a separate account for WDC participants.</li> <li>● The FDIC option is traded the same as other WDC options, on a daily basis.</li> <li>● The Current record keeper provides record keeping details for participants using this option and</li> </ul>																																																



			<ul style="list-style-type: none"> <li>○How is the FDIC Bank Option traded? Is the record keeper involved in those trades on a daily basis?</li> <li>○What role does the current recordkeeper have in administering the FDIC Bank Option?</li> </ul>	daily aggregate transaction data to the FDIC provider.
Q52	Appendix 2 3.0 Legal Relations and 23 Indemnification	1, 12 and 13	While the Contractor agrees to indemnify, defend, and hold harmless the State for claims directly caused by our negligence, fraud, or failure to exercise due care, our liability must be limited to actual damages and reasonable out-of-pocket legal fees and expenses.	The Department will not accept assumptions or exceptions to the items listed in <b>RFP Table 5. No Assumptions or Exceptions Allowed</b> . Per RFP Table 5, no assumptions or exceptions to Appendix 2 – Section 3.0 or 23.0, are allowed.
Q53	Appendix 2 5.0 Contractor Performance	2	The Contractor takes exception to this provision as we are unable to release copies of our polices.	It is not clear what the exception is here. However, the Department is willing to negotiate alternative ways to ensure that the requirements in this provision are met. If vendor submits this as an A&E in your proposal, please provide more specificity and redlines as to what you take an exception to in this provision.
Q54	Appendix 2 7.0 Criminal Background Verification and 27.0	3 and 11	The Contractor takes exception to this provision as we cannot provide the actual background check reports, but we can provide a certification stating the employee passed the background check.	The Department may be willing to revise Appendix 2, Department Terms and Conditions, Section 7.0 Criminal Background Verification and Section 27.0 Identification of Key Personnel Changes to accept an attestation from Contractor that background checks were conducted, completed and passed, as opposed to requiring Contractor to provide copies of the criminal background checks Contractor conducted.
Q55	Appendix 2 9.0 Security Premises, equipment, data and personnel	3	While the Contractor agrees to allow the State to conduct audits, we cannot allow the audits to be conducted in a manner that may breach our duties of confidentiality to our other clients.	Department will handle confidential information in accordance with the confidentiality provisions of the Department Terms and Conditions.
Q56	Appendix 2 14.0 Controlling Law	6	The Contractor requests clarification on meaning of this provision.	This provision means that the Contract will be governed by Wisconsin Law.
Q57	Appendix 2	6	The Contractor takes exception to this provision and upon request, the	It is not clear what the exception is here. If vendor submits this as an A&E in your proposal, please provide more

	20.0 Additional Insurance Responsibilities		Contractor will work to provide certificates of insurance to match contract terms.	specificity and redlines as to what you take an exception to in this provision.
Q58	Appendix 2 21.0 Ownership of Materials	6 and 7	While the Contractor agrees that State should own all intellectual property developed by Contractor exclusively for use with the State, we cannot agree to these sections as written for reasons including that we must retain ownership of all the Contractor's intellectual property.	Department may be willing to modify language to clarify that Department would not own Contractor's intellectual property.
Q59	Appendix 2 22.0 (g) Contractor reporting of breach or suspected breach or disclosure to the Department	8	The Contractor takes exception to this provision as the Contractor shall notify the State without unreasonable delay and within 72 hours upon confirming a breach, impermissible use, or impermissible disclosure.	Department may be willing to accept 72 hours, but must keep the initial notification for suspected breaches, not just confirmed, in order to field member inquiries and other measures as appropriate while the investigation begins.
Q60	Appendix 2 28.0 Information Security Agreement	12 and 13	The Contractor takes exception to this provision as there are reports that the Contractor would not be able to provide.	The Department will not accept assumptions or exceptions to the items listed in <b>RFP Table 5. No Assumptions or Exceptions Allowed</b> . Per RFP Table 5, no assumptions or exceptions to Appendix 2 – Section 28.0, are allowed. However, the Department would be willing to clarify that the reports required in this Section may be presented to ETF in an agreed upon format other than in writing.
Q61	Appendix 2 1.0 Amendment		[vendor] proposes that provisions that may apply globally to all our clients (such as the requirement to use [portal] to submit contributions) may be modified by properly noticed negative election. This provision shall not apply to the Administration Fees, the Mutual Fund Fees, the Term of the Agreement, the scope of Administrative Services, or other material terms specific to the Department, which may only be amended by a	Any changes that would change, alter, or amend the terms of the Contract would need to be made via a written amendment to the Contract, mutually agreed upon by both Parties. Department is willing to discuss alternative ways of handling certain administrative changes that would not change, alter, or amend terms of the Contract.

			written instrument signed by the parties.	
Q62	Appendix 2 2.0 Equal Employment Opportunity		[Vendor] is an equal opportunity employer, with a highly diverse population of employees. [Vendor] is committed to providing equal employment opportunity and to taking steps to establish a diverse workforce at all levels of our corporation. In keeping with this commitment, [vendor] has adopted policies and practices to ensure equal employment opportunities, regardless of the race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation, physical or mental disabilities, or veteran status of an individual in accordance with applicable laws and regulations. However, [vendor] does not have an affirmative-action program. Further, [vendor] understands subcontracting under this section to refer to an arrangement with a third party retained to provide custom services unique to the Employer.	ETF may request review of Contractor's affirmative action policies, practices, or plan per the requirements in DTC Section 2.0.
Q63	Appendix 2 2.0, 3.0, 8.0 Compliance with Laws		[Vendor] conducts its business affairs in accordance with all applicable laws. In administering retirement plans, [vendor] has knowledge of, and administers plans in accordance with, the federal laws and regulations governing the governmental retirement	It is not clear what the exception is here. If vendor submits this as an A&E in your proposal, please provide more specificity and redlines as to what you take an exception to in this provision.

			plans and investment options we make available, and we work with our many Wisconsin clients to comply with applicable Wisconsin state and local laws, statutes, ordinances, rules and regulations regarding the governmental retirement plans and investment options [vendor] makes available.	
Q64	Appendix 2 3.0 & 23.0 Indemnification		While [vendor] can agree to indemnify and hold our clients harmless, we generally agree to do so only if the indemnification is mutual and limited to claims reasonably related directly to [vendor]'s provision of services, with each party undertaking its own defense. [Vendor]'s ability to indemnify our clients' employees is limited to those claims that do not involve the employees in their capacity as holders of an account administered by [vendor].	The Department will not accept assumptions, exceptions to the items listed in <b>RFP Table 5. No Assumptions or Exceptions Allowed.</b> Per RFP Table 5, no assumptions or exceptions to Appendix 2 – Sections 3.0 and 23.0 are allowed.
Q65	Appendix 2 4.0 & 5.0 Subcontracting		[Vendor] understands subcontracting under the Standards Terms to refer to an arrangement with a third party retained to provide custom services unique to the Department.	Subcontractor is defined in Section 1.6 of the RFP. It means a person or company hired by the Contractor to perform a specific task or provide Services as part of the Contract.
Q66	Appendix 2 6.0 & 37.0 Audit		[Vendor] proposes that the records to be made available would be those records customarily maintained that pertain directly to services delivered to the Department, and such records may be maintained solely in electronic means or may be maintained outside of the state.	Audits covered in the Contract would only require records pertinent to the Services of the Contract.
Q67	Appendix 2 16.0 & 17.0 Termination		[Vendor] proposes at least a 60-day notice period to allow for a	The Department will not accept assumptions, exceptions to the items listed in <b>RFP Table 5. No Assumptions</b>

			reasonable transition. All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options.	<b>or Exceptions Allowed.</b> Per RFP Table 5, no assumptions or exceptions to Appendix 2 – Sections 16.0 and 17.0 are allowed.
Q68	Appendix 2 22.0 (g), (e), (h) Confidential Information, Acceptable Use and Unauthorized Disclosure		<p>(g) Contractor Reporting of Breach or Suspected Breach or Disclosure to the Department:</p> <p>(1) Within twenty-four (24) hours after Contractor becomes aware of a suspected breach, impermissible use, or impermissible disclosure, Contractor shall notify in writing the Department Privacy Officer at <a href="mailto:ETFSMBPrivacyOfficer@etf.wi.gov">ETFSMBPrivacyOfficer@etf.wi.gov</a> And the Department Program Manager. A suspected breach, impermissible use, or impermissible disclosure is considered to be discovered as of the first day on which such occurrence is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. The notification must contain details sufficient for the Department Program Manager and Privacy Officer to determine the Department's response. Sufficient details include, without limitation to the extent known</p> <p><i>Vendor comment:</i> vendor follows state privacy laws. We notify after confirming (not suspecting) a breach.</p> <p>(3) Within thirty (30) business days after Contractor makes the initial report under this Section, Contractor shall research the suspected</p>	<p>The Department requires initial notification of a suspected breach in (g)(1) for the reasons described in Department Answer to Q59. However, the Department may be willing to accept changes to subsequent, more thorough report requirements that apply to confirmed breaches only.</p> <p>The Department can accept the report requirement as applying to confirmed breaches only.</p> <p>Again, the Department can accept corrective actions as applying to confirmed breaches only.</p>

			<p>breach, impermissible use, or impermissible disclosure of Confidential Information and provide a report in writing to the Department Program Manager. The report must contain, at a minimum, to the extent known.</p> <p><i>Vendor comment:</i> “confirmed” breach</p> <p>e. A list of the corrective actions taken to mitigate the suspected breach, impermissible use, or impermissible disclosure; and</p> <p><i>Vendor comment:</i> “confirmed” breach</p> <p>(h) COORDINATION OF BREACH RESPONSE ACTIVITIES: (1) Contractor will fully cooperate with the Department’s investigation of any breach of Confidential Information involving Contractor including but not limited to making witnesses, documents, systems logs, video recordings, or other pertinent or useful information available immediately upon Contractor’s reporting of the breach and throughout the investigation. Contractor’s full cooperation will include but not be limited to Contractor</p> <p><i>Vendor Comment:</i> This will be based on law enforcement and legal approval, as we do not turn over these as they may contain other client info.</p>	<p>The Department intends for the requirement to apply only to information as it pertains to a breach involving ETF data. ETF must be able to coordinate with Contractor in response to a Breach. It in no way pertains to Contractor’s sensitive, proprietary or other information and can be vetted, redacted information.</p>
Q69	Appendix 2 28.0 (f) and (h) Information Security Agreement		<p>(f) Information Security Plan:</p> <p>(4) Annually, or upon a significant change in risk posture, Contractor will review its Information</p>	<p>The Department will not accept assumptions, exceptions to the items listed in <b>RFP Table 5. No Assumptions or Exception Allowed.</b> Per RFP Table 5, no assumptions or exceptions to Appendix 2 - Section 28.0 Data Security</p>

			<p>Security Plan and update and revise it as needed. If at any time there are any material reductions to Contractor's Information Security Plan, Contractor will notify the Department within two weeks of the completion of the review and prior to implementation. In such instances, the Department will require an explanation of the reductions. At the Department's request, Contractor will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to the Department's security requirements as defined herein.</p> <p><i>[Vendor] Comment:</i> Insert "commercially reasonable" modifications.</p> <p>(h) Information Security Agreement  (5) Physical and Environment Security:  i. Monitoring  Contractor shall produce and keep a rolling twelve (12) consecutive months of audit logs recording user activities, exceptions, and information security events to assist in future investigations and access control monitoring;</p> <p><i>[Vendor] Comment:</i> We do not share this due to other clients' information being included.</p>	<p>and Privacy Agreement, are allowed. It is not the intent of the language to require vendors to make unreasonable modifications.</p>
Q70	Appendix 2 33.0 Independent Contractor		<p>[Vendor] proposes to include language indicating that [vendor] does not act as an agent for the Department, except as authorized and contemplated under the Agreement or as the</p>	<p>The Department may be willing to make such a clarification during contract negotiations.</p>



			Department may authorize in a letter of authorization.	
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