**Request for Proposa****ls**

**ETD0060**

**Information Technology Audits and Consulting**

****

**Issued by the State of Wisconsin**

**Department of Employee Trust Funds**

**on behalf of the ETF Board**

 **RFP Release Date: June 25, 2024**

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# GENERAL INFORMATION

## Procuring and Contracting Agency

This Request for Proposals (RFP) is issued by the Wisconsin Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Employee Trust Funds Board (Board). The Department is the sole point of contact for this RFP. The terms “ETF” and “Department” may be used interchangeably in this RFP, its attachments, and linked resources.

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

**Wisconsin Department of Employee Trust Funds**

Procurement Lead:

Beth Bucaida

E-mail: ETFSMBProcurement@etf.wi.gov

## Board and Department Authority

This solicitation is authorized under Chapter 40 of the Wisconsin State Statutes. Procurement statutes and rules that govern other State agencies may not be applicable. All decisions and actions under this RFP are solely under the authority of the Employee Trust Funds Board (Board). On November 15, 2023, the Board delegated to the Department the authority to solicit proposals for one or more vendors to provide the services described herein. The Department is acting as an agent of the Board in carrying out any directives or decisions relating to this RFP, the Contract(s), and subsequent awards.

## Introduction

The Department administers the Wisconsin Retirement System (WRS), the Group Health Insurance Program (GHIP) for State employers and many local government entities, and a variety of other public employee benefit programs. The WRS has consistently ranked among the top 10 largest public pension funds in the U.S., providing retirement benefits for more than 663,000 current and former State and local government employees and their families on behalf of more than 1,500 employers. Participants in the WRS include public school teachers, current and former employees of State agencies and the University of Wisconsin system, and employees of most State Local governments. All State WRS Members and those from participating Local employers are eligible to enroll in the GHIP. The Department is overseen by independent governing boards and funds are held on behalf of the benefit program beneficiaries in the Public Employee Trust Fund created and regulated under Chapter 40 of the Wisconsin State Statutes.

The purpose of this Request for Proposals (RFP) is to provide interested and qualified vendors with information to enable them to prepare and submit competitive Proposals to the State of Wisconsin Department of Employee Trust Funds (Department) for the following:

· Information security evaluation, including conducting penetration testing and vulnerability assessment, and assessing the Department’s onboarding and offboarding process

· Information technology (IT) organizational effectiveness evaluation, including conducting risk assessment to develop an IT audit plan, performing a disaster recovery audit, and assessing systems development lifecycle (SDLC) management, and

· ad hoc work as needed and as negotiated between the Department and the Contractor.

The Department anticipates the audits and consulting services to be performed during State fiscal years 2025-2028, with the potential for additional work in following years. See Section 5 – Services and Deliverables for additional information on the Services requested.

The Department intends to use the results of this solicitation to award one or more Contracts. The Contract(s) will be administered and managed by the Department, with oversight by the Employee Trust Funds (ETF) Board (Board). This RFP document, its attachments, the awarded Proposal(s) and negotiated statements of work will be incorporated into the Contract(s).

The selected Contractor(s) will work most closely with the Department’s Office of Internal Audit (OIA) to complete the contracted Services. The mission of OIA is to provide independent, objective audit and non-audit services designed to add value and improve ETF operations. The Director of OIA reports to the ETF Secretary and to the ETF Board through the Audit Committee. OIA consists of the Director and three full time staff members. OIA helps ETF accomplish its mission by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

## Additional Background Information

Table 1 below provides links to additional background information. This information is provided to assist Proposers in completing an RFP response.

Table 1. Additional Background Information

|  |  |
| --- | --- |
| Title | Web Address |
| Employee Trust Funds Website | <http://etf.wi.gov> |
| 2019 RFP, Contract, Contract Amendments, and Vendor Q & A for IT Audits and Consulting | https://etf.wi.gov/node/38631 |
| Wisconsin State Statutes Chapter 40 | <http://www.legis.state.wi.us/statutes/Stat0040.pdf> |
| FY24 – FY25 Biennial Audit Plan Update | [ETF Board Audit Committee Agenda June 20, 2024](https://etf.wi.gov/boards/audit/2024/06/20/agenda/download?inline=)  |

## Definitions and Acronyms

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

**Board** means Employee Trust Funds or ETF 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.

**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, a Contractor, or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information under Wis. Admin. Code ETF § 10.70(1); (ii) Personally Identifiable Information under Wis. Stat. § 19.62(5); (iii) Protected Health Information under HIPAA, 45 CFR 160.103; (iv) proprietary information; (v) non-public information related to the State of Wisconsin’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (vi) information expressly designated as confidential in writing by the State of Wisconsin; (vii) all information that is restricted or prohibited from disclosure by State or federal law, including Medical Records as governed by Wis. Stat. § 40.07, and Wis. Admin. Code ETF 10.01(3m); or (viii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5) or material which can be kept confidential under the Wisconsin public records law.

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, this RFP, the successful Proposer's Proposal as accepted by the Department, the Department Terms and Conditions, an updated and executed Pro Forma Contract, its exhibits, subsequent amendments and other documents, and negotiated statements of work.

**Contractor** means a Proposer who is awarded a Contract.

**Cost Proposal** means the document submitted by the Proposer that includes Proposer’s costs to provide the Services. The file attached as FORM H – Cost Proposal is the required document all Proposers must submit. The Cost Proposal is described in FORM H and elsewhere in this RFP.

**Day** means Calendar Day unless otherwise indicated.

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

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996. See Department Terms and Conditions.

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

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

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

**RFP** means Request for Proposals.

**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.

**State** means the State of Wisconsin.

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

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

Please see the glossary on the ETF home page at: <https://etf.wi.gov/glossary> or further definitions.

## Letter of Intent

A letter of intent indicating that a vendor intends to submit a response to this RFP is *highly encouraged* (see due date in [Section 1.10 Calendar of Events](#_Calendar_of_Events)). In the letter, identify the vendor’s organization/company name; list the name, location, telephone number, and email address of one or more persons authorized to act on the vendor’s behalf. Submit the letter of intent via email to ETFsmbProcurement@etf.wi.gov. The pertinent RFP number(s) must be referenced in the subject line of vendor’s email. The letter of intent does not obligate a vendor to submit a Proposal.

## Clarification of the RFP Specifications and Requirements

Vendors must submit all questions concerning this RFP via e-mail (no phone calls) to ETFsmbProcurement@etf.wi.gov by the date identified in [Section 1.10 Calendar of Events](#_Calendar_of_Events). The subject of the e-mail must state “**ETD0060**.” Vendors are expected to raise any questions they have concerning this RFP at this point in the process. Do not include any information within your questions that would identify your company as all submitted questions will be shared publicly on the Department’s website.

Questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) to ETFsmbProcurement@etf.wi.gov using the formatted table included below. Copy and paste this table into your Word document and add rows as necessary.

Table 2. Format for Submission of Clarification Questions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q# | RFP / Appendix # and Section # | Page | Vendor Question/Rationale | Department Answer |
| Q1 |  |  |  |  |
| Q2 |  |  |  |  |
| Q3 |  |  |  |  |

Q# = Vendor’s question. Leave the “Department Answer” column blank as this is where the Department will enter its replies.

Vendor’s Word document must include the name of Proposer’s company and the person submitting the question(s) at the top of the document in case the Department needs to follow up. A compilation of all vendor questions and the Department’s answers, along with any RFP updates, will be posted to the Department website at <https://etf.wi.gov/node/38681> on or about the date indicated in [Section 1.10 Calendar of Events](#_1.9_Calendar_of).

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should, upon discovery of such an issue, send an email to ETFsmbProcurement@etf.wi.gov with “ERROR re ETD0060” stated in the email subject line and explain such error. **Failure to raise any such cognizable error immediately but no later than before the Proposal submission deadline may result in a bar on subsequently raising the issue.**

If it becomes necessary to update any part of this RFP, updates will be published on the Department’s website at <https://etf.wi.gov/node/38681>.

See vendor questions and the Department’s answers from the 2019 RFP [here](https://etf.wi.gov/sites/default/files/2024-06/ETI0049%20Addendum%20No.%202%20-%2007-18-2019.docx).

## Vendor Conference

There is no scheduled vendor conference for this RFP. A vendor conference is an opportunity for vendors to ask questions. If the Department decides to hold a vendor conference, a notice will be posted on the Department’s website at <https://etf.wi.gov/node/38681>. Note: Unless this notice is posted, no conference will be held.

## Reasonable Accommodations

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

## Calendar of Events

Listed below are dates by which actions related to this RFP must be completed. If the Department finds it necessary to change any of the dates and times listed below, it will do so by posting an addendum to this RFP on the Department’s website (listed above). No other formal notification will be issued for changes in the estimated dates.

Table 3. Calendar of Events

|  |  |
| --- | --- |
| Date | Event |
| Tuesday, June 25, 2024 | Department Issues RFP (Release Date) |
| Thursday July 11, 2024 | Letter of Intent and Vendor Questions Due (see 1.6 and 1.7)  |
| July 18, 2024\* | Department Posts Responses to Vendor Questions |
| Thursday, August 1, 2024 by 2:00 p.m. central time | **Proposal Due Date and Time** |
| September 5, 2024\* | Department Notifies Proposers of Intent to Award Contract & Begins Contract Negotiations |
| October 14-18, 2024\* | Proposed Contract Start Date |

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

##  Contract Term, Statements of Work, Rate Increases

**Contract Term:** The Contract term shall commence on the date the Contract is fully executed by both parties (date of last signature) and will extend through June 30, 2026 covering FY25 and FY26 (initial term). The Board retains the option, by mutual agreement of the Board and the Contractor, to renew the Contract for an additional three (3) one-year periods through June 30, 2029 covering FY26, FY27, and FY28 (renewal terms). Contractor’s performance may be reviewed by Board and/or Department staff to inform continuation of the Contract.

**Statements of Work:** During the term of the Contract, and prior to each audit and consulting project, the selected Contractor and the Department shall define the Services to be provided in a “statement of work,” which shall include the maximum cost of the Services to be provided by the Contractor based on the Contractor’s rates and estimated hours provided in the Contractor’s Cost Proposal. Statements of work shall clearly specify the project requirements, milestones, deliverables, end products, documents, and reports to be provided by the Contractor. Statements of work must be agreed upon and signed by the Contractor and the Department and shall be made a part of the Contract. See Section 5 below for details regarding statement of work requirements.

**Rate Increases:** The Contractor’s hourly rates shall not increase during the initial term of the Contract. Hourly rate cost increases for Services to be provided by the Contractor after FY26 shall be negotiated in good faith and mutually agreed upon by the Department and the Contractor.

##  No Obligation to Contract

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

##  WI Department of Administration eSupplier Registration

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

For more information on the eSupplier Portal, and to register, go to: <https://eSupplier.wi.gov>. This is not a Mandatory requirement.

##  Retention of Rights

All Proposals become the property of the Department upon receipt. All rights, title and interest in all materials and ideas prepared by the Proposer for the Proposal, and provided to the Department, will be the exclusive property of the Department and may be used by the Department and the State at its discretion.

# Preparing and Submitting a Proposal

## Incurring Costs

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

## ****Proposal Due Date and Time****

1. Proposers are solely responsible for ensuring that all required documents are received by the Department on or before the deadlines stated in Section 1.10 Calendar of Events.

b. Documents received by the Department after the deadlines specified in Section 1.10 Calendar of Events will not be accepted and will be disqualified. All required Proposal documents must be submitted by the specified due date and time. If any document or portion of the Proposal is submitted late, the entire Proposal will be disqualified. Proposers may request, via an email to ETFsmbProcurement@etf.wi.gov, the time and date their documents were received by the Department.

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

## Proposal Documents

Proposal submission must include all Proposer documents responsive to this RFP. Proposers must comply with the following requirements. The Department reserves the right to exclude/disqualify any Proposal from consideration that does not follow these requirements. Electronic signatures on documents that require signatures are acceptable.

Include the following documents with the Proposal:

a.  **Cover Letter:** This signed letter must be written on the Proposer’s official business stationery and be signed by an official that is authorized to legally bind the Proposer. Include in the letter:

* Name and address of company/Proposer
* Name, title, signature, telephone number, and email address of Proposer’s authorized representative
* Name, title, telephone number, and email address of representative(s) who may be contacted by the Department if questions arise regarding the Proposal
* The RFP number and name: ETD0060 Information Technology Audits and Consulting
* Executive summary regarding the Proposal
* Date the Proposal was authored

b. **Completed Forms:** complete and upload the following forms to BOX (these forms may be included in a single .pdf file)

* **Form A** – Proposal Checklist
* **Form B** – Mandatory Requirements and Qualifications
* **Form C** – Subcontractor Information - If awarded a Contract, throughout the term of the Contract, the Contractor has a continuing obligation to submit an updated Form C to the Department as Subcontractors are added / removed.
* **Form D** – Request for Proposal Signature Page
* **Form E** – Vendor Information
* **Form F** – Vendor References - Proposers must provide at least four (4) references in Form F. References may be contacted to determine the quality of work performed and personnel assigned to the project, etc. The results of any reference checks will be used for scoring Proposals. Other reference requirements are stated in Form F. The Department reserves the right to contact other states, agencies, and individuals, about the Proposer even if not listed as references by the Proposer.
* **Form G** – Designation of Confidential and Proprietary Information - All Proposers have a continuing obligation to submit an updated Form G up to the date the Department’s Notice of Intent to Award a Contract(s) is issued if the Department requests additional information that the Proposer claims is confidential or proprietary. Merely designating submitted information “confidential” or “proprietary” on the submitted document is insufficient.
* **Current Form W-9** Request for Taxpayer Identification Number and Certification (get the latest form from the Department of the Treasury, Internal Revenue Service: [https://www.irs.gov/pub/irs-pdf/fw9.pdf](https://etf.wi.gov/node/15551))

c. **Responses to Section 6 General Questionnaire**

d. **Responses to Section 7 Technical Questionnaire**

e. **Assumptions and Exceptions:** If you have no assumptions or exceptions to any RFP term, condition, appendix, specification, or Form, you must provide a statement to that effect in your Proposal.

If you have assumptions and/or exceptions to any RFP term, condition, appendix, specification, or Form, you must follow the instructions in Section 2.3.1 below for submitting assumptions and exceptions.

f. **Promotional Materials:** Only provide promotional materials if they are relevant to a specific requirement or request specified in this RFP. If provided, all materials must be included with the response to the relevant requirement and clearly identified as “promotional materials.” Electronic access to such materials is preferred, which includes web links.

**Upload the Cost Proposal Workbook separately:**

g. **Cost Proposal:** The completed FORM H – Cost Proposal Workbook must be uploaded to BOX as a separate document (see Section 2.4.1.a. below) as an Excel file. Do not convert the Cost Proposal Workbook to a .pdf document.

### 2.3.1 Instructions for Submitting Assumptions and Exceptions with your Proposal

a. Regardless of any proposed assumption or exception you submit, the Proposal as submitted must include all the services requested in the RFP.

b. If you cannot agree to a term or condition as written in this RFP, you must make your specific requested revision to the language of the provision by striking out words or inserting language to the text of the provision. Any new text and/or deletions of original text must be clearly color coded or highlighted. You must 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 must not be made in lieu of strategic edits required to reflect your modifications. See Section 2.3.2 below regarding assumptions and exceptions to Appendix 3 – Department Terms and Conditions.

c. Clearly label each assumption and exception with one of the following labels, as applicable:

* + Appendix 3 – Department Terms and Conditions Assumptions and Exceptions
	+ RFP/Appendix # (excluding RFP Section 8 Cost and Form H – Cost Proposal Workbook) Assumptions and Exceptions
	+ Section 8 Cost and Form H – Cost Proposal Workbook assumptions and exceptions must be included where indicated in Form H.

d. Immediately after a proposed revision, you must add a concise explanation concerning the reason or rationale for the revision. Such explanations must be separate and distinct from the marked-up text and be bracketed, formatted in *italics,* and preceded with the term “[*Explanation: ….*].”

e. Submission of any standard contracts as a substitute for language in Appendix 3 – Department Terms and Conditions is not a sufficient response to this requirement and may result in rejection of your Proposal. An objection to terms or conditions without including proposed alternative language will be deemed to be an acceptance of the language as applicable.

f. If you have any assumptions or exceptions to information in Form H – Cost Proposal Workbook or RFP Section 8 Cost, provide those where indicated in Form H.

g. All provisions on which no changes are noted will be assumed to be accepted by you as written and will not be subject to further negotiation or change of any kind unless otherwise proposed by the Department.

h. The Department reserves the right to negotiate contractual terms and conditions when it is in the best interest of the State to do so.

i. Exceptions to any RFP terms and conditions may be considered by the Department during Contract negotiations if it is beneficial to the Department.

j. The Department may or may not consider any of the Proposer’s suggested revisions. The Department reserves the right to reject any proposed assumptions or exceptions.

### 2.3.2 IMPORTANT: Supplemental Information – Department Terms and Conditions

The Department may not allow any assumptions or exceptions by the Proposer to any of the sections of Appendix 3 – Department Terms and Conditions that are listed in Table 4 below. Any Proposal with an assumption or exception to language in the sections listed in Table 4 may be rejected unless the Proposer, upon the Department’s request, recants each such assumption or exception in writing.

If, during contract negotiations, there are minor issues that need to be addressed due to the Proposer’s inability to meet specific provisions in the sections of the Department Terms and Conditions listed in Table 4 below, the Department may choose to negotiate these issues with the Proposer as the Department sees fit.

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

Please be advised that the Department is unlikely to agree to make substantial changes to sections in the Department Terms and Conditions that are listed in Table 4 below.

**Table 4. No Assumptions or Exceptions Allowed**

**Appendix 3 – Department Terms and Conditions**

|  |
| --- |
| **Section** |
| 3.0 Legal Relations |
| 15.0 Controlling Law |
| 25.0 Indemnification |
| 41.0 Assignment |

##  Preparing to Upload Documents to BOX

### 2.4.1 Required Files

**a. At a minimum, your submission must include the following two (2) files:**

**1. Unredacted Proposal (including all the documents listed in Section 2.3 Proposal Documents except the Cost Proposal Workbook). The name for this file should include Proposer’s name +** the text **“Unredacted Proposal” + ETD0060. This file must contain all unredacted Proposal documents in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). Documents may not be password protected. Do not include the Cost Proposal in this file.**

**2. Cost Proposal Workbook. The file name for this document should include Proposer’s name + the text “Cost Proposal” + ETD0060. This file must contain Proposer’s completed Form H** – **Cost Proposal Workbook.**

b.  **IF** your Proposal includes confidential and/or proprietary information, you must upload two versions of your Proposal, an unredacted Proposal (see above) and a Redacted Proposal, plus the Cost Proposal Workbook.

1. The **Redacted Proposal** must include all documents listed in Section 2.3 Proposal Documents except the Cost Proposal Workbook. The redacted Proposal file must be labeled with **Proposer’s name +** the text **“Redacted Proposal” +** ETD0060.This file must contain all Proposal documents in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format **EXCLUDING or REDACTING** all Proposer confidential and proprietary information/documents listed in Proposer’s Form G – Designation of Confidential and Proprietary Information. **Do not include the Cost Proposal Workbook in this file.** Cost Proposals cannot be redacted and cannot be kept confidential.

c. **IF** you are unable to combine/include all required forms, documents, and requested materials in a single Proposal file (unredacted or redacted), not including the Cost Proposal Workbook, you may upload separate document files to the BOX URL listed below in section 2.5. All file names of uploaded documents must contain Proposer’s name as the first word in the file name, a designation of “Redacted” if appropriate, and a file descriptor. Examples: “Proposer’s name + Redacted + reports,” “Proposer’s name + forms,” “Proposer’s name + Assumptions and Exceptions.” All such files must be in Microsoft Word/Microsoft Excel, or Adobe Acrobat 9.0 (or above) format. If a document file includes confidential/proprietary information, include the word “confidential” in the file name along with the descriptive information noted above. You are required to include the document name and details of the confidentiality, e.g., document name, page and/or section, in Form G – Designation of Confidential and Proprietary Information.

### 2.4.2 Redacted Documents

a. The Department may need to electronically send redacted Proposals to members of the public (including other Proposers) when responding appropriately to public records requests. Note that no matter what the method the Proposer uses to redact documents in this file, the Department is not responsible for checking that the redactions match the Proposer’s Form G – Designation of Confidential and Proprietary Information. The Department is not responsible for checking the redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy. The Department may post redacted Proposals on the Department’s public website in exactly the same file format the Proposer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process.

i. Redact only material you, the Proposer, authored. For example, do not redact the requirement or question you are responding to, only the answer.

ii. Do not redact page numbers. Page numbers should remain visible at all times, even if the whole page is being redacted.

iii. List a descriptor of the redacted items on Form G – Designation of Confidential and Proprietary Information; sign the form only once. Add as many lines/pages to Form G as necessary.

## Uploading Documents to Box

### 2.5.1 Upload Proposal Documents to this linked *[BOX URL](https://etf.app.box.com/f/4e4cb9df2efc44428a8dba623d04ff36)*:

a. Upload all Proposal documents via BOX by the due date and time specified in Section 1.10 Calendar of Events – Proposals Due.

b. It is recommended that Proposers begin the process of uploading Proposal documents via Box and test their system in advance of the due date and time listed in Section 1.10 Calendar of Events – Proposals Due to ensure submission can be accomplished by the due date. If uploading a test document to the [*BOX URL*](https://etf.app.box.com/f/4e4cb9df2efc44428a8dba623d04ff36), include the word “test” in the file name.

### 2.5.2 Requirements for Uploading Documents to [*BOX*](https://etf.app.box.com/f/4e4cb9df2efc44428a8dba623d04ff36):

a. Do not upload zipped folders or files to the BOX URL.

b. Do not upload document folders to the BOX URL.

c. Acceptable file types include PDF, DOCX, or XLSX.

1. Do not lock or password protect any Proposal documents or files.
2. Follow file naming instructions (see Section 2.4 above).
3. Files must be free of all malware, ransomware, viruses, spyware, worms, Trojans, or anything else that is designed to perform malicious operations on a computer.

g. If you experience problems uploding files to BOX, consult with your IT department first; consider “whitelisting” BOX or turning off your VPN to allow uploads. If you continue to experience issues, send an email to ETFsmbProcurement@etf.wi.gov.

## Multiple Proposals

Multiple Proposals from a Proposer are not permissible.

## Withdrawal of Proposals

Proposals will be irrevocable until the Contract is awarded unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the date and time listed in Section 1.10 Calendar of Events, for the Proposal Due Date or upon expiration of three (3) Calendar Days after the Proposal Due Date and time, if received by the Department. To accomplish this, the written request must be signed by an authorized representative of the Proposer’s company and submitted to the contact listed in Section 1.1 Procuring and Contracting Agency. If a previously submitted Proposal is withdrawn before the Proposal Due Date, the Proposer may submit another Proposal at any time up to the Proposal Due Date and time.

# PROPOSAL SELECTION AND AWARD PROCESS

## Preliminary Evaluation

Proposals will initially be reviewed to determine if Mandatory requirements are met and if all required Proposal components are received. Failure to submit a complete Proposal may result in rejection of the entire Proposal. Failure to meet Mandatory requirements as stated in FORM B - Mandatory Proposer Qualifications, or failure to follow the required instructions for completing the Proposal as specifically outlined in this RFP may result in rejection of the Proposal. Failure to provide a complete Cost Proposal will result in rejection of a Proposal.

## Clarification Process

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

## Evaluation Criteria

Proposals that pass the preliminary evaluation may be reviewed by an evaluation committee. The evaluation committee may review written Proposals, additional clarifications, oral presentations, or demonstrations of the Proposer’s proposed products(s) and/or service(s) (top scoring Proposers only), site visits, and other information to score Proposals. The Department may request reports on a Proposer’s financial stability (this includes the Department’s request for Proposers to furnish audited financial statements), and if financial stability is not substantiated, may reject a Proposer’s Proposal. The Department may review results of past awards to the Proposer by the State.

The RFP evaluation committee may contact the references of selected Proposers to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. Proposers should use **Form F – Vendor References** to provide references**.** The Department will act as its own reference (therefore do not list the Department as a reference). Reference checks may be used by evaluation committee members to clarify and substantiate information in the Proposals, learn about the Proposer’s past performance and ability to perform the services described in this RFP and in the Proposal, and may be considered when scoring Proposer responses to the general and technical questionnaires in this RFP.

The evaluation committee's scoring will be tabulated, and Proposals will be ranked based on the numerical scores received. The evaluation committee reserves the right to stop reviewing a Proposal at any point during the evaluation process and remove the Proposal from further consideration when the Proposal is not reasonably apt to receive an award.

## Proposal Scoring

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

Table 5. Evaluation Criteria

| **RFP Section** | **Description** | **Total Points** | **%**  |
| --- | --- | --- | --- |
| 6 | General Questionnaire (Appendix 1) | 300 | 30% |
| 7 | Technical Questionnaire (Appendix 2) | 500 | 50% |
| 8 | Cost Proposal (FORM H) | 200 | 20% |
|  | **Total** | **1,000** | **100%** |

## Proposer Presentations, Demonstrations, and/or Site Visits

The top scoring Proposers, based on the evaluation of their written Proposal in the general and technical questions of the RFP (Appendix 1 and 2), may be required to participate in oral presentations or demonstrations, interviews and/or site visits to supplement the Proposals, if requested by the Department. This may include presentations to supplement or clarify information in the Proposal or demonstrations of Proposer’s key tools and reporting capabilities, and interviews with key Department staff, evaluation committee members, and Board members.

The Department will make every reasonable attempt to schedule each oral presentation or demonstration at a time that is agreeable to the Proposer. Presentations will be held in Madison, Wisconsin. 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 grants rights to the Department to contact or arrange a visit with any or all of the Proposer’s clients, Subcontractors, and/or references.

## Method to Score Cost Proposals

The Proposer’s Cost Proposal with the lowest average blended rate for the Services (for FY25 and FY26 combined) 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 with a mathematical formula.

## Best and Final Offer (BAFO)

a. The Department 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’s best interest to do so. The Department is the sole determinant of its best interests.

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

## Contract Award

The evaluation committee may conduct Proposer discussions, clarify Proposals, contact the references of Proposers, and request a Best and Final Offer (BAFO) from Proposers. Information regarding the Proposals will be presented to the Board. One or more Proposals may be presented to the Board for award based on the results of the general, technical and initial cost evaluations. If the evaluation committee conducted oral presentations or demonstrations, the award will be based on the results of the presentations or demonstrations as well. The Proposal(s) determined to best meet the Department’s goals may be selected by the Board for further action, including oral presentations or demonstrations to the Board. The Board reserves the right not to award a Contract. If contract negotiations cannot be concluded successfully with the selected Proposer(s), the Board may negotiate a Contract with another Proposer.

## Right to Reject Proposals and Negotiate Contract Terms

This RFP does not commit the Board to awarding a Contract, or paying any cost incurred in the preparation of a Proposal in response to the RFP. The Board retains the right to accept or reject any or all Proposals or accept or reject any part of a Proposal deemed to be in the best interest of the Board. The Board shall be the sole judge as to compliance with the instructions contained in this RFP.

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

##  Notification of Intent to Award

All Proposers who respond to this RFP will be notified in writing of the Board’s intent to award a Contract(s) as a result of this RFP. All decisions and actions under this RFP are solely under the authority of the Board.

##  Appeals Process

a. Protests (appeals) of the Board’s intent to award a contract must be made in writing and according to the Board’s Vendor Procurement Appeals Policy located [here](file:///S%3A/Finance/Procurement/Contract-R/Contract/ETD/ETD0050-51%20-%20Medicare%20Advantage%20%26%20Medicare%20Plus/1.%20Development/RFP%20docs%20DRAFTS/Appeals%20Policy%20from%20web%201.19.2024.pdf), starting at the bottom of page 12.

b. A Proposer who wants to appeal the award must first email a written notice indicating that the Proposer intends to appeal the award decision to [ETFsmbProcurement@etf.wi.gov](https://secure-web.cisco.com/18XmQICqchrDvTdTbkJwv52UHhTJlRpTHvQjvsh90yyrLSNjPSSUjPfdRpo_FVNg_PnYOQiI_0KGsFGumoo5ULGh9GnSVPr29tCbfXb_sfu-Rfu0sUoQOcaxuLU-uJXdEioLY-CH7poGR6srcIJnjn4T_E4ja7d5EcYbbBXhVMgfo21HHP9shqMtba0EnmPRpGQw3mckXjXTxtLJ1RSJ_-Rwd-uLobeYwqbr2-YrSoyyJ2EcLRtWVOPN4nNS_3JumTJRRWNLTO7lY3Op4l7TYRlikI1qyCnc40Kd_xKVr28Pj8TPiOZ4HeOBfqk9eSQUKoh5pN1uV_yW8Fl70Z0JQUA/https%3A//r20.rs6.net/tn.jsp) ***AND*** to [ETFsmbProcurementAppeals@etf.wi.gov](https://secure-web.cisco.com/1lxk9HZL5s_18LpzpKxrYzLQnyu8TQ663rGp1PeCTVkv2dUIIhYvJQo9iWJ947-FzPrFLWpebxcXXaCymyCfgeRWZFTKVn_PZDeSqFNyjD3J3hk5xZmF-rG8nEjQyqfohhz8-5BqS2h4Iu-2fNayQ_V_VjLtKbCDDKXdrx1O9qd16I08hhr0ljuxURClkGCj9xK5YfzDt8GV0Odb494LqLAZcn1QcLYRMbi7aIiQ4Lic2KZ0OSYhNnp_5a3pnCES15ZPqzXNw5tObTF60yxiREmbssCvj2hoh3135TstlaPcSofugZZ2acECzkh_EF3egKYCFQgEJiHT7bL21Kp90Mw/https%3A//r20.rs6.net/tn.jsp). The notice of intent to appeal the decision must be received no later than five (5) Business Days after the notice of intent to award the contract is issued.

c. Following the notice of intent to appeal, the Proposer’s formal written appeal must be emailed to ETFsmbProcurement@etf.wi.gov ***AND*** [ETFsmbProcurementAppeals@etf.wi.gov](https://etf.wi.gov/resource/etf-insurance-complaint-form), addressed to the Board, c/o the Secretary of the Department, within ten (10) Business Days after the notice of intent to award the contract is issued. Appeal rights are lost if no formal appeal is timely received. The formal appeal must state the RFP number, detailed factual grounds for the objection to the contract award, and must identify any sections of the Wisconsin Statutes and Wisconsin Administrative Code that are alleged to have been violated. Proposers can appeal only once per award.

d. The subjective judgment of evaluation committee members is not appealable. Following Board action, a written decision will be sent to the appellant. The decision of the Board regarding any appeal is final.

# MANDATORY PROPOSER QUALIFICATIONS

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

**Use Form B – Mandatory Requirements and Qualifications to respond.**

Failure of a Proposer to comply with one or more of the items listed in Form B – Mandatory Requirements and Qualifications may disqualify the Proposer. A response to each item in Form B is required.

If the Proposer cannot agree to each item listed in Form B, the Proposer must so specify and provide the reason for the disagreement in the Assumptions and Exceptions section of the Proposal (see instructions in Section 2.3.1 above).

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

# SERVICES AND DELIVERABLES

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

Failure to comply with any term, standard, specification or condition within this RFP may disqualify the Proposer.

The minimum Services required are listed below. Detailed specifications will be included in a project plan and statements of work agreed to by the Contractor and the Department after a Contract is signed.

**If the Proposer cannot agree to each item listed, the Proposer must so specify and provide the reason for the disagreement in the Assumptions and Exceptions section of their Proposal. See Section 2.3.1.**

## Services

The Department’s Office of Internal Audit (OIA) is seeking the information technology (IT), information security auditing services and non-audit consulting services discussed below. The Contractor shall objectively and systematically examine the Department’s IT systems, IT environment, and relevant policy and procedures to provide an independent assessment.

See the list of vendor questions and answers from the 2019 RFP [here](https://etf.wi.gov/sites/default/files/2024-06/ETI0049%20Addendum%20No.%202%20-%2007-18-2019.docx). This list will give you more technical background regarding the required Services.

The department is seeking the following IT audits and non-audit consulting services:

1. **FY25 (July 1, 2024 – June 30, 2025):**
2. **Assess onboarding and offboarding process** – The Contractor will assess the Department’s process of onboarding new hires and identify vulnerabilities through documentation review, interview, testing, and hands-on assessment. For offboarding, ensuring the appropriate access removal.
3. **Conduct penetration testing** **and vulnerability assessment** – The Contractor will conduct a penetration testing and vulnerability assessment, including physical social engineering to determine if processes, procedures, and configurations are adequately designed and implemented to provide reasonable protection against malicious attacks.
4. **Develop IT audit plan** – The Contractor will conduct a comprehensive risk assessment on the Department’s IT environment and develop a risk-based biennial IT audit plan and a long-term strategic IT audit plan in accordance with the following and any other applicable standards: National Institute of Standards and Technology (NIST) Special Publication 800-30 Rev. 1, International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27001, Central Objectives for Information and Related Technology (COBIT), Global Technology Audit Guide (GTAG), Center for Internet Security Controls (CIS).
5. **FY26 (July 1, 2025 – June 30, 2026):**
6. **Perform system integration audit** – The Contractor will analyze data flow within integrated IT systems, evaluate security controls for data transmission, and assess controls for data completeness, accuracy, and validation during transmission.
7. **Conduct system development life cycle audit** –The Contractor will evaluate whether the Department’s system development life cycle (SDLC) methodology is followed, and sound project management and change management disciplines are utilized, and validate the sample system to determine if it is designed with appropriate internal controls for requirements, design, implementation, code, test, deploy, etc.
8. **Perform disaster recovery audit –** The Contractor will evaluate the Department’s existing IT contingency plan to determine the Department’s preparedness for system outages. This will include: analyzing the defined response plans, ensuring system integrations and dependencies are identified, and backup and restore capabilities are evaluated and verified. The assessment will be focused on the Departments recent implementation of an insurance administration system.

## Deliverables

**For each project agreed to by the Contractor and the Department in a signed statement of work, the Department requires the Contractor to deliver the following:**

1. **Project Plan**: A project plan for each engagement, including objective, scope of work, project staffing, approach for the engagement, estimated timeline of key milestones, such as planning, fieldwork and reporting, as well as estimated hours by staff level, must be prepared and approved by the OIA Director before work is initiated. Project plans will be incorporated into the statements of work for each engagement.
2. **Workpaper:** The quality of Contractor’s workpapers must be in compliance with the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing and made available to the Department upon the Department’s request.
3. **Report: Contractor’s a**udit and consulting reports shall be provided to the Department on the dates specified in the project plan. Any changes to the specified dates must have prior written approval by the OIA Director. Reports must be submitted in a format approved by the OIA Director.
4. **Presentation:** Key Contractor engagement staff shall present engagement results to the Board Audit Committee or Board, or both as requested. Contractor shall participate in exit conferences with the Department’s management team to discuss engagement results prior to attending the Board Audit Committee meetings.

## Estimated Engagement Schedule

Table 6 below includes the Department’s proposed IT audit schedule and associated tasks for fiscal year 2025 and fiscal year 2026 (July 1, 2024 - June 30, 2026):

**Table 6. Engagement Schedule**

|  |  |
| --- | --- |
| **Date** | **Event** |
| October 14-18, 2024 | Estimated Contract start Date |
| October 14-18, 2024 | Preplanning Work and Vendor Onboarding  |
| October 21, 2024 - June, 2026 | Complete the FY25 and FY26 engagements defined in the RFP. Finalize the IT audit plan after consultation with the Department and present the audit plan to the ETF Board Audit Committee for approval at the June 2025 meeting. The Department and the Contractor will jointly determine the timeline for completion of other Services. All the final engagement reports shall be presented to the ETF Board Audit Committee upon completion. |
| July, 2026 – June, 2028 | If the Contract is renewed, the schedule for audits and consulting work planned for FY27 and beyond will be jointly determined by the Department and the Contractor, included in a statement of work signed by both parties, and appended to the Contract.  |

## Location of Engagements

Engagements will be conducted at mutually agreeable times, either at the Department’s headquarters or remotely, any follow-up will be conducted remotely. The Department may provide laptops and network/systems access for Contractor’s auditors as needed.

## Acceptance Criteria

The Department’s evaluation and acceptance criteria of the aforementioned deliverables shall include but not be limit to completeness, accuracy, and quality of the deliverable. Acceptance criteria will be specified in the statement of work for each specific engagement as needed.

## Changes to Engagement

**Changes with no impact on cost and/or timeline:** Any changes to the engagement requirements that have no impact on either the cost or the timeline must be mutually agreed upon by the Department and the Contractor and shall be documented by e-mail or other written means between the OIA Director and the Contractor.

**Changes with impact on cost and/or timeline:** Any changes to the engagement requirements that have impact on cost, either an increase or a decrease, or alter the timeline for any deliverables will require the following:

1. A new or revised statement of work setting forth the requirements of the proposed changes
2. A written summary of the facts that led to the decision
3. An impact analysis on related tasks, budget, and the overall Services to be delivered by the Contractor
4. Approval signature from the Department and the Contractor

Costs not included in the agreed upon engagement project plan or statement of work signed by the Department and the Contractor through the above process will not be eligible for reimbursement.

# GENERAL QUESTIONNAIRE

**This section is scored. (300 total points)**

The purpose of this section is to provide the Department with a basis for determining the Proposer’s capability to undertake the general requirements contained in this RFP.

All Proposers must respond to the questions/requirements in Appendix 1 – General Questionnaire according to the instructions in Section 2 above.

# TECHNICAL QUESTIONNAIRE

**This section is scored. (500 total points)**

The purpose of this section is to provide the Department with a basis for determining the Proposer’s capability to meet the technical requirements contained in this RFP.

The Proposer must be able to perform Services according to the requirements contained in this RFP.

All Proposers must respond to the questions/requirements in Appendix 2 – Technical Questionnaire according to the instructions in Section 2 above.

The Proposer must provide sufficient detail for the Board and the Department to understand how the Proposer will comply with each requirement. If the Proposer believes their qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in each section. Associated costs should be listed in the Cost Proposal only.

**Fees related to any Services should not be included in this section but must be included in the Cost Proposal**.

# COST PROPOSAL

**This section is scored. (200 total points)**

FORM H – Cost Proposal Workbook is available on the Department’s extranet site at: https://etfonline.wi.gov/etf/internet/RFP/rfp.html

All Proposers must complete the Cost Proposal Workbook. Instructions on how to submit the Cost Proposal Workbook are provided in Section 2.4 and 2.5 above and in the Instruction Tab within the Cost Proposal Workbook.

The Department 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.

Hourly rates outlined in Proposer’s Cost Proposal or BAFO response shall remain firm for the initial Contract term. Cost increases for any renewal terms shall be negotiated in good faith and mutually agreed upon by the Department and the Contractor.

Only dollar and number values will be accepted on the Cost Proposal. Any description other than 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 the Department.

If a cost is not provided in a cell, it will indicate the Proposer does not provide the specific service.

Cost Proposals that are not otherwise confidential under state or federal law are not Confidential Information.

# Contract Terms and Conditions

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

## Final Contract

The Department may execute a Contract with the awarded Contractor. A Pro Forma Contract by Authorized Board (sample) is included as Appendix 4 as an example. The Contract(s) and any subsequent renewal(s) will incorporate all terms and conditions included in this RFP, including all forms, exhibits, appendices, etc., made a part of this RFP, and Contractor’s Proposal. The Department will draft the Contract.

By entering into a Contract with the Department, the Contractor guarantees it has the resources to provide and perform the Services per the terms of the Contract. After the date the Contract is executed, if the Contractor requires additional resources to fulfill the terms of the Contract, the Contractor will bear all costs for such additional resources.

## Contractor Performance

The Contractor is responsible for the performance of any obligations that may result from the Contract and will not be relieved by the non-performance of any Subcontractor. Proposals must identify all proposed Subcontractors and describe the contractual relationship between the Proposer and each Subcontractor (use Form C – Subcontractor Information).

## Payment Terms

* 1. If the Contractor is not already set up in the State’s payment system, Contractor must complete the State’s banking and payment forms to facilitate the Department’s payments to the Contractor. The Department will provide the forms to the Contractor.
1. Contractor shall invoice the Department monthly or after each audit or consulting project is completed for Services provided, as agreed upon by the Department and the Contractor.
2. Invoices must be itemized by project and contain sufficient detail for the Department to determine the full extent of the cost for each project, including resource name, hourly rate for each resource, number of hours worked by the resource.
3. Invoices shall include the Department’s purchase order number, if one was issued.
4. Invoices must be submitted electronically via email: ETFAccountsPayable@etf.wi.gov.
5. Payments to the Contractor will only be made through Automated Clearing House (ACH) unless alternative arrangements are mutually agreed upon. Contractor must complete the State’s forms to facilitate the Department’s payments to the Contractor.
6. Invoices shall be submitted timely and no later than one (1) year after completion of Services.
7. Payment will be made within thirty (30) Calendar Days of the Department’s receipt of a proper and approved invoice.
8. Any work performed by the Contractor that is outside the scope of the RFP and any statement of work agreed to and signed by the Contractor and the Department will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim against the Department for such work, and Department will have no obligation to pay for such work.

## Cooperative Purchasing Clause

Other institutions, such as state, local and public agencies, occasionally express interest in participating in Department contracts. The Department would like the Contractor to extend the terms, conditions and prices of the Contract(s) that result(s) from this RFP to any such entity. Any institution that would contract with the Contractor for the Services provided under the Contract(s) will finalize their own contract with the Contractor and issue their own purchasing documents. The Contractor agrees that the Department bears no responsibility or liability for any agreement between the Contractor and the other entity that desires to exercise this option. Please note your agreement or disagreement with this clause on Form E – Vendor Information.