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

**ETE0068**

**S****taffing Services for Professional Non-Employee Positions**

Issued by the State of Wisconsin

Department of Employee Trust Funds

| **Date** | **Event** |
| --- | --- |
| July 8, 2025 | ETF Issues RFP |
| July 14, 2025 | Proposer Questions Due |
| July 18, 2025 | ETF Posts Answers to Questions on ETF’s public website, <https://etf.wi.gov/node/41781> |
| **August 4, 2025 2 P.M. CDT** | **Proposals Due, Upload to**  [**https://etf.app.box.com/f/7242ec069054481abd9ffa6c30610a07**](https://etf.app.box.com/f/7242ec069054481abd9ffa6c30610a07) |
| September 30, 2025 | ETF Notifies Proposers of Intent to Award Contract |
| November 1, 2025 | Contract Start Date |

Table of Contents

[Table of Contents 2](#_Toc38027396)

[Appendices 2](#_Toc38027397)

[1 General Information 3](#_Toc38027398)

[2 preparing and submitting a proposal 10](#_Toc38027399)

[3 Proposal Selection and Award Process 18](#_Toc38027400)

[4 Mandatory proposer qualifications 22](#_Toc38027401)

[5 upon request only submissions 28](#_Toc38027402)

[6 business profile and experience 28](#_Toc38027403)

[7 Job CATEGORIES and POSITIONS 29](#_Toc38027404)

[8 cost Proposal 29](#_Toc38027405)

[9 contract terms and conditions 30](#_Toc38027406)

Appendices

* Appendix 1 – Proposal Checklist
* Appendix 2 – Proposer Required Form
* Appendix 3 – Author and Subcontractor Information
* Appendix 4 – Mandatory Proposer Qualifications
* Appendix 5 – Contractor/Consultant Policy
* Appendix 6 – Business Profile and Experience
* Appendix 7 – Job Categories and Positions
* Appendix 8 – Cost Proposal
* Appendix 9 – Department Terms and Conditions
* Appendix 10 – Pro Forma Contract
* Appendix 11 – Contracted Personnel Confidentiality Agreement
* Appendix 12 – Vendor Scorecard
* Appendix 13 – Position Request Template
* Appendix 14 – Guidance on Generative Artificial Intelligence (GenAI)
* Appendix 15 – Assumptions and Exceptions Form

# General Information

## Introduction

The [Department of Employee Trust Funds (ETF)](http://etf.wi.gov/) manages retirement, insurance, and other benefit programs for state and local government employees and retirees of the Wisconsin Retirement System (WRS). We are passionate about our work and committed to providing quality services to our members.

ETF needs to staff mission-critical positions timely and with qualified resources. ETF is looking for staffing companies who can place candidates inspired by ETF’s mission.

ETF’s building at Hill Farms in Madison will be the main worksite, but remote work options are possible.

The Positions are grouped as follows into 5 Job Categories:

* Accountant
* Benefit Specialist
* Long-Term Assistant
* Long-Term Professional
* Other Positions as Needed

ETF is calling for a separate hourly rate for each of these 5 Job Categories. However, the RFP will be awarded in 2 lots:

* Lot 1 – Accountant
* Lot 2 – Benefit Specialist, Long-Term Assistant, Long-Term Professional

Up to 8 awards are possible in each lot, but the 8 awards could differ between Lot 1 and Lot 2.

The cost score for Lot 1 will be based on the Accountant Maximum Bill Rate. However, all the Maximum Bill Rates for the Job Categories in Lot 2 (Benefit Specialist, Long-Term Assistant, and Long-Term Professional) will be averaged to determine the cost score for Lot 2.

Note that Other Positions as Needed does not appear in either Lot 1 or Lot 2 but rather the Informational section of Appendix 8 - Cost Proposal. This is because the hourly rate for Other Positions as Needed **will not be scored**. ETF includes Other Positions as Needed in this RFP so that ETF has maximum flexibility to structure new positions to retain qualified candidates, both for positions ETF anticipates needing and for positions ETF cannot anticipate needing. Accordingly, cost out Other Positions as Needed on the Cost Proposal considering the flexibility needed to accommodate the full range of future ETF staffing requests.

Some requirements for a Position will be pre-defined (See Appendix 7); others will not. Each Position Request may call for a sub-set of the Position’s requirements, and/or ETF may include new requirements that are not currently listed under that Position. Proposers must be able to accommodate all of these possibilities and provide one rate for the Job Category and all the Positions it covers on the Cost Proposal.

Proposers need not provide coverage or pricing for Other Positions as Needed but are highly encouraged to do so. However, proposers **must** provide pricing for some other Job Category (i.e. Accountant) besides Other Positions as Needed to be considered for an award, and **must** provide pricing for **all** of the Job Categories in Lot 2 (i.e. cover all the following: Benefit Specialist, Long-Term Assistant, Long-Term Professional) to be considered for an award forLot 2 at all.

## Department Overview

ETF administers the Wisconsin Retirement System (WRS), the group health insurance program for State employees and many local governments, and a variety of other public employee benefit programs.

The $128 billion WRS is fully funded and consistently ranks among the top 10 largest public pension funds in the United States, providing benefits for nearly 700,000 current and former State and Local public employees and their beneficiaries. Participants include current and former employees from over 1,600 employers, which include State of Wisconsin agencies, Universities of Wisconsin, participating local governments and school districts. Independent governing boards oversee ETF, and funds are held on behalf of benefit program beneficiaries in the Public Employee Trust Fund created and regulated under Chapter 40 of the Wisconsin Statutes.

ETF’s mission is to develop and deliver quality benefits and services to our customers while safeguarding the integrity of the Trust. ETF’s vision is to enhance the well-being of our members by delivering expert guidance, strong, sustainable benefit programs, and an exceptional customer experience.

## Additional Background Information

This procurement is authorized under Chapter 16 of the Wisconsin State statutes.

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***

|  |  |
| --- | --- |
| **Administrative Resources** | **Web Address** |
| Employee Trust Funds Website | <http://etf.wi.gov> |
| Wisconsin State Statutes Chapter 16 | <https://docs.legis.wisconsin.gov/statutes/statutes/16> |
| Wisconsin State Statutes Chapter 40 | <https://docs.legis.wisconsin.gov/statutes/statutes/40> |
| ETI0003 – Prior Contract | <https://etf.wi.gov/node/15951> |

## Procuring and Contracting Agency

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

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

**Kristen Schipper**

**Telephone:** 608-261-0737

**E-mail:** [ETFSMBProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov) (Always put ETE0068 in the subject line if you are using this e-mail address for any correspondence related to this RFP.)

**NOTE:** The office is closed Saturdays, Sundays, and State holidays. See State holidays <https://dpm.wi.gov/Pages/How_Do_I/seeStateHolidays.aspx>.

## Definitions and Acronyms

Words and terms not defined below shall have the meanings provided by Wis. Stat. § 16 and Wis. Admin. Code § 10.01 unless otherwise clearly and unambiguously defined by the context of their usage in this RFP. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter forms of the words and terms. The following definitions are used throughout the RFP and apply to a word whether or not the first letter of the word is capitalized:

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

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

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

**Candidate** means the person a Contractor/Staffing Company presents to ETF to fill a Position in a Position Request.

**Category/Job Category** means (1) Accountant, (2) Benefit Specialist, (3) Long-Term Assistant, (4) Long-Term Professional, and (5) Other Positions as Needed. There are 5 Job Categories in this RFP.

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

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, this RFP, RFP addendums and appendices, the successful Proposer's Proposal as accepted by the Department (including the Cost Proposal and any Best and Final Offer), the Department Terms and Conditions (Appendix 9), an updated and executed Pro Forma Contract (Appendix 10), its exhibits, subsequent amendments and other documents as agreed upon by the Department and the Contractor.

**Contractor/Staffing Company** means a Proposer who is awarded the Contract and with which a Contract is executed. Contractor and staffing company are interchangeable terms.

**Cost Proposal** means the document submitted by a Proposer that includes Proposer’s costs to provide Services. See Appendix 8.

**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, Appendix 9. A Business Associate Agreement (BAA) must be entered into with the Contractor and the Department at the time a Contract is issued.  It is the intention of the agreement to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards on the confidentiality of personal information. Section 24.0 of the Department Terms and Conditions (Appendix 9) acts as the Department’s BAA.

**Individual Personal Information** or **IPI** has the meaning ascribed to it at Wis. Admin. Code ETF § 10.70 (1). See Department Terms and Conditions, Appendix 9.

**Lead Account Manager** means the proposer’s main point of contact with ETF who must have the authority to make binding managerial and technical decisions for the proposer.

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

**Personally Identifiable Information** or **PII** means information that is capable of identifying a particular individual through one or more identifiers or other information or circumstances. See Department Terms and Conditions, Appendix 9.

**Position** means the combination of Job Category, including all its identified requirements in Appendix 7 that apply to the whole Job Category, PLUS the area of the department and requirements listed there also. For example, Benefit Specialist Retirement Planning. Or, Long–Term Professional Benefits and Policy Analyst. See Appendix 7.

**Position Request** means the document ETF sends to staffing companies to solicit quotes and ask for resumes and other materials about candidates to fill a particular ETF need. Staffing companies must agree to use the Position Request Template in Appendix 13.

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

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

**Protected Health Information** or **PHI** has the meaning ascribed to it under 45 s. CFR 160.103. See Department Terms and Conditions, Appendix 9.

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

**RFP** means this Request for Proposals ETE0068.

**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>.

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

**Worker** means a candidate who ETF selected to fill a Position in a Position Request who has begun working with ETF.

**WRS** means the Wisconsin Retirement System.

## Clarification of the Specifications and Requirements/Vendor Questions

Proposers must submit all questions concerning this RFP via e-mail to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov). The subject of the e-mail must state “**ETE0068,**” and the e-mail must be received on or before the due date identified in Section 1.9 Calendar of Events for *Proposer Questions Due*.

Proposers 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 with all vendors who submit questions and publicly on ETF’s website.

Proposers are encouraged to submit any assumptions or exceptions during the above process – so that ETF can respond before the assumption or exception results in violating a mandatory RFP requirement. All assumptions and exceptions listed must contain a rationale as to the basis for the assumption/exception. The Department will inform Proposers what assumptions/exceptions are acceptable to the Department.

Questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) using the format specified below:

***Table 2. Format for Submission of Clarification Questions***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q # | RFP Section | RFP Page | Question/Rationale | Department Answer |
| Q1 |  |  |  |  |
| Q2 |  |  |  |  |
| Q3 |  |  |  |  |
| Q4 |  |  |  |  |

Q = Proposer’s question

Proposer’s e-mail must include the name of the Proposer’s company and the person submitting the question(s). A compilation of all questions and answers, along with any RFP updates, will be posted to the Department’s website at <https://etf.wi.gov/node/41781> on or about the date indicated in Section 1.9 Calendar of Events, *ETF Posts Answers to Questions on ETF’s public website*. The names of the Proposers who submitted questions will not be in the compilation. It is the responsibility of the interested Proposer to assure that they received responses to their questions.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately email the individual identified in Section 1.4 Procuring and Contracting Agency, explain the issue, and request modification or clarification of this RFP document. Put “Error re ETE0068” in the email’s subject line. **Failure to raise any such cognizable error immediately but no later than before the Proposal submission deadline may result in a bar on subsequently raising the issue.**

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

## Vendor Conference

No Proposer conference is scheduled for this RFP. If the Department decides to hold a Proposer conference, a notice will be posted on the Department’s website at: <https://etf.wi.gov/node/41781>. 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 the important dates by which actions related to this RFP must be completed. If the Department finds it necessary to change any of the specific dates and times in the Calendar of Events listed below, it will do so by posting a supplement to this RFP on the Department’s website with the URL listed above. No other formal notification will be issued for changes in the estimated dates.

Table 3. Calendar of Events\*

| **Date** | **Event** |
| --- | --- |
| July 8, 2025 | ETF Issues RFP |
| July 14, 2025 | Proposer Questions Due |
| July 18, 2025 | ETF Posts Answers to Questions on ETF’s public website, <https://etf.wi.gov/node/41781> |
| **August 4, 2025 2 P.M. CDT** | **Proposals Due, Upload to**  [**https://etf.app.box.com/f/7242ec069054481abd9ffa6c30610a07**](https://etf.app.box.com/f/7242ec069054481abd9ffa6c30610a07) |
| September 30, 2025 | ETF Notifies Proposers of Intent to Award Contract |
| November 1, 2025 | Contract Start Date |

***\*All dates are estimated except the due dates for: Proposer Questions Due and Proposals Due.***

## Contract Term

The Department expects the Contract to commence November 1, 2025, after negotiations have been successfully completed. The initial contract term will be 3 years, followed by 2 optional, 1-year renewals. Extensions beyond this may occur as needed for 1 year (or shorter) to transition services to another service provider during a transition plan. All staffing companies must hold their rates for the entire time, including any renewals. If there are discounts for longer-term Contracts, the Department would like to learn about these options. Provide information in the Informational part of the Appendix 8 – Cost Proposal.

## Letter of Intent

A letter of intent indicating that a Proposer intends to submit a response to this RFP is *highly encouraged*. In the letter, identify the Proposer's organization/company name, list the name, location, telephone number, and email address of one or more persons authorized to act on the Proposer's behalf. Submit the letter of intent via email to the address listed in Section 1.4 – Procuring and Contracting Agency. The RFP number and title must be referenced in the subject line of Proposer’s email. The letter of intent does not obligate the Proposer to submit a Proposal.

## No Obligation to Contract

The Department reserves the right to cancel this RFP and/or stop scoring one or more proposals prior to the issuance of a notice of intent to award a Contract. The Department does not guarantee to purchase any specific dollar amount. Proposals that stipulate that the Department shall guarantee a specific quantity or dollar amount will be disqualified.

## WI Department of Administration eSupplier Registration

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

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

## Retention of Rights

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

## Indemnification

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

## Cooperative Purchasing

If the Proposer agrees via Appendix 2, the terms, conditions and prices of the Contract will be open to other government agencies (state, local and/or public) who express an interest in participating in a Contract that results from this RFP. Each of the participating government agencies will finalize their own agreement with Contractor and issue their own purchasing documents. Proposer agrees that the Department shall bear no responsibility or liability for any agreements between Proposer and other government agencies who desire to exercise this option.

# preparing and submitting a proposal

## General Instructions

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

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

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

All Proposals must be in English.

## Incurring Costs

The State of Wisconsin and the Department are not liable for any costs incurred by Proposers in participating in this RFP process.

## Submitting the Proposal

### ****Don’t Compromise the Integrity of ETF-Authored Content by Altering It****

Regardless of the way the RFP document is received by the Proposer, the ETF-authored contents of the RFP forms may not be altered in any way. ETF-authored text must be identically reproduced in the submitted Proposal. Any alterations to the ETF-authored contents of the RFP document, without permission and outside the directions for Proposal submission, will be grounds for dismissal from consideration or termination of a resulting contract. By submitting a Proposal, it is agreed by the Proposer that any misleading or false information given may be grounds for dismissal from consideration, or termination of any resulting Contract, whenever and however discovered.

### ****Submit Proposal to Department’s Box site.****

* **Proposers must submit Proposals no later** than the **date and time specified in Section 1.9 Calendar of Events, to the Department’s Box site, link specified in Section 1.9.**
* It is highly recommended that Proposers begin the process of uploading test files into BOX as part of the Q and A process, to test their company has no firewalls in place that would prevent usage of BOX. (Include “test” in your file name for any test documents submitted.) ETF takes no responsibility for Proposer submissions or emails that are captured, blocked, filtered, delayed, quarantined, or otherwise prevented from reaching the proper destination server on time.
* Important Requirements for uploading documents to Box:
* Do not upload zipped folders or files to BOX.
* Do not upload document folders to BOX.
* **The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). OCR is the conversion of all images typed, handwritten or printed text into machine-encoded text.**
* All electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. One PDF is preferable to individual documents. You may PDF the Appendix 8 - Cost Proposal or leave it in Excel. See below for organization.
* ***Acceptable file types for upload to BOX include .pdf, .doc., or .xls.***
* At a minimum, label and submit these 2 Unredacted (UR) Proposal documents to BOX as follows:

**Filename:** ETE0068 <Proposer’s Name> – UR Proposal.pdf

**See 2.4 below for details. Do not include the Cost Proposal. Contents of this file:**



**Filename:** ETE0068 <Proposer’s Name> – UR Appendix 8 Cost Proposal.xls

**Contains Appendix 8 – Cost Proposal.**



* If your Proposal includes confidential or proprietary information, upload a redacted proposal **EXCLUDING or REDACTING** all Proposer confidential and proprietary information (as identified in Appendix 2: Section 4) and label it:



**Filename:** ETE0068 <Proposer’s Name> - R Proposal.pdf

See 2.4 below, with each part redacted. **Do not include the Cost Proposal in this file.**



* This is the file that will be submitted to requestors for open records requests.
* Note that no matter what the method the Proposer uses to redact documents, the Department is not responsible for checking that the redactions match what the Proposer listed as confidential pages on the Proposer Required Form.
* Proposers should be aware that the Department may need to electronically send the redacted materials to members of the public and other Proposers when responding appropriately to open records requests.
* The Department is not responsible for checking that 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 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 loses its redactions in that process.
* Redact only material the Proposer authored. For example, do not redact the requirement or question the Proposer is responding to, only the answer.
* Do not redact page numbers. Page numbers should always remain visible, even if the whole page is being redacted.
* ***If you experience problems uploading files to BOX***, please consult with your IT department first; consider “whitelisting” BOX or turning off your VPN to allow uploads. If you continue to experience issues, send an email to ETFSMB[Procurement@etf.wi.gov](mailto:Procurement@etf.wi.gov).
* For the .pdf portion of the submission, please combine all responses and requested materials identified above into a single .pdf and upload to BOX. In the event these documents must be submitted individually be sure to label as follows: “ETE0068 <Proposer’s Name> – (UR or R) Appendix 1,” “ETE0068 <Proposer’s Name> – (UR or R) Appendix 2,” etc. If a document file includes confidential or proprietary information, include the word “confidential” in the file name. Be sure to include the document name and details of the confidentiality in Appendix 2: Section 4 – Designation of Confidential and Proprietary Information.
* **IMPORTANT:**
* Do not lock or password protect any files.
* Files must be free of all malware, ransomware, viruses, spyware, worms, Trojans, or anything designed to perform malicious operations on a computer.

### Proposal Due Date and Time

**Proposals received after the date and time specified in Section 1.9 Calendar of Events will not be accepted and will be disqualified. All required parts of the Proposal must be submitted to Box by the specified due date and time; if any portion of the Proposal is submitted late, the entire Proposal will be disqualified. Proposers may request, via an email to the address listed in Section 1.4, the time and date their Proposal was received by the Department.**

**Proposals submitted via fax will not be accepted. The time-stamp that appears to the Department in Box is the operable time-stamp.**

## Proposal Organization and Format

### Document Order in Main Proposal

At a minimum, all of the following shall be contained in the Proposer’s Filename: ETE0068 <Proposer’s Name> – UR Proposal.pdf. The Department reserves the right to exclude any Proposals from consideration that do not follow the required format as instructed below.

**NOTE: Appendix 8 - Cost Proposal must be submitted as stated in Section 2.3.2 above and Section 8 below.**

|  |  |
| --- | --- |
| **FRONT COVER** | **Front Cover Requirements**  Include at a minimum the following information:   * **Proposer's company name;** * **Title of the following: *Proposal Response for the Wisconsin Department of Employee Trust Funds;*** * **RFP ETE0068;and** * **Proposal submission** date. |
| **TABLE OF CONTENTS** | **Table of Contents Requirements**  Include at a minimum the following information:   * Listing of each document in the file; and * Listing of each page number. |
| **TRANSMITTAL LETTER, W-9, APPENDICES** | **General Information and Appendices**  Provide the following information and documents in the following order:   * TRANSMITTAL LETTER: A signed transmittal letter must accompany the Proposal. The transmittal letter must be written on the Proposer’s official business stationery and signed by an official that is authorized to legally bind the Proposer. Include in the letter:  1. Name and address of company; 2. Name, title and signature of Proposer’s authorized representative; 3. Name, title, telephone number, and e-mail address of representatives who may be contacted by the Department if questions arise regarding the Proposal; 4. Identify letter is for RFP ETE0068 5. Executive Summary  * Appendix 1 – Proposal Checklist * Appendix 2 – Proposer Required Form   All Proposers have a continuing obligation to submit an updated Appendix 2: Section 4 up to the date the Department’s Notice of Intent to Award a Contract is issued if the Department requests additional information that the Proposer claims is confidential or proprietary. Merely designating submitted information “confidential” or “proprietary” on the submitted document is insufficient.   * Appendix 3 – Author & Subcontractor Information   If awarded a Contract, Contractor has a continuing obligation to inform ETF as Subcontractors are added or removed.   * Appendix 4 – Mandatory Proposer Qualifications * Current Form W-9 Request for Taxpayer Identification Number and Certification (from the Department of the Treasury, Internal Revenue Service: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>) * Response to Appendix 6   Respond to every question in Appendix 6, point-by-point. Include nothing about costs or fees. The response must follow the same numbering system, use the same headings, and address each point or sub-point listed in Appendix 6. Do not combine questions or refer to some other answer without answering the question in that spot in its entirety. Set off the original question from the answer you (the Proposer) are writing with bold/italics. Include all documents requested in Appendix 6 *immediately after* Appendix 6 and label the document provided with the section number it applies to. For example, provide Proposer’s organizational chart requested in Appendix 6.1.a. at the end of your responses to all questions in Appendix 6 and be sure all pages of Proposer’s organizational chart are labeled “Response to Appendix 6.1.a.” See Section 6 below.   * Response to Appendix 7   For every Job Category you have committed to covering in Appendix 6.10, provide a written response that shows your understanding of the Job Category, your experience filling similar positions, how that experience is relevant, and evidence of your firm’s ability to supply personnel with the skills, abilities, and knowledge required to perform that Job Category’s duties and responsibilities. For 7.5 Other Positions as Needed, if you are covering this Job Category, explain how you will rise to the occasion of sourcing any kind of position necessary to meet ETF’s mission and needs.   * Appendix 15 – Assumptions and Exceptions |
|  | If the Proposer has no assumptions or exceptions to any RFP term, condition, or appendix, check the box in Appendix 15, to that effect. This includes Appendix 9, 10, and 11.  **If the Proposer has assumptions and/or exceptions, follow the instructions in 2.4.2 and Appendix 15.** |

### Instructions for Submitting Assumptions and Exceptions

* Regardless of any proposed assumption or exception, the Proposal as presented must include all Services requested.
* IF proposer cannot agree to a term or condition as written in this RFP in Appendices 9, 10, or 11,

THEN provide an explanation in Appendix 15 – Assumptions and Exceptions.

* Do not list cost related assumptions or exceptions here. Put them in the Appendix 8 –

Cost Proposal.

* See Appendix 15 Instructions for details.

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

The Department prohibits any Proposer exceptions to any of the items listed in Table 4 below. Any Proposal with an exception to any of the items listed in Table 4 may be rejected unless the Proposer, upon the Department’s request, recants each such exception in writing. Assumptions that change or subvert the meaning of a term in Table 4 may also require recanting.

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

If, post-award during contract negotiations, there are minor issues that need to be addressed due to the Proposer’s inability to meet specific provisions in the sections of the DTCs listed in Table 4, the Department may choose to negotiate these issues with the Proposer as the Department sees fit. “Minor” means no proposer was disqualified based on the same edit to that part of the term prior to the issue being deemed “minor.” ETF is unlikely to make substantial changes to the language in Table 4 sections.

Table 4. No Assumptions or Exceptions

Department Terms and Conditions

|  |  |  |
| --- | --- | --- |
| Ref. No. | Document | Department Terms and Conditions Section |
| 1 | Appendix 9 | 3.0 Legal Relations |
| 2 | Appendix 9 | 15.0 Controlling Law |
| 3 | Appendix 9 | 26.0 Indemnification |
| 4 | Appendix 9 | 42.0 Assignment |

## Multiple Proposals

Multiple Proposals from a Proposer will not be accepted.

## Withdrawal of Proposals

Proposals shall 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 1.9 Calendar of Events, Proposals Due, or upon expiration of three (3) Calendar Days after Proposals Due, 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 1.4, Procuring and Contracting Agency. If a previously submitted Proposal is withdrawn before Proposals Due, the Proposer may submit another Proposal at any time up to Proposals Due.

# Proposal Selection and Award Process

## Preliminary Evaluation

Proposals may initially be reviewed to determine if mandatory requirements are met, to the extent the Department can make that determination at that time, and if all required Proposal components are received. Failure to:

* submit a complete Proposal following the instructions for completing the Proposal specified in this RFP, or
* meet the Mandatory Proposer Qualifications as stated in Appendix 4, or
* provide a complete response to Appendix 8 – Cost Proposal

can result in rejection of the Proposal regardless of when the Department makes such discovery.

If all Proposers do not meet one or more of the mandatory requirements, the Department reserves the right to continue the evaluation of the Proposals and to select the Proposal which most closely meets the requirements specified in this RFP, including Table 4 requirements.

## Clarification Process

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

## Proposal Scoring

Proposals that pass the preliminary evaluation may be reviewed by an evaluation committee. The evaluation committee may review written Proposals, references, additional clarifications, interviews / presentations, 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 Proposal. The Department may request presentations and review results of past work the Proposer performed for the State.

A Proposer may not contact any member of the RFP evaluation committee.

The RFP evaluation committee may contact Proposer’s references and others to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. The Department reserves the right to contact other states, agencies, and individuals about the Proposer even if not listed as references by the Proposer. Reference checks may be used by evaluation committee members to clarify and substantiate information in the Proposals, learn about the Proposer’s past performance and ability to perform the Services described in this RFP and in the Proposal, and may be considered when scoring Proposer responses.

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 Proposer is not reasonably apt to receive an award.

## Evaluation Criteria

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

Table 5. Evaluation Criteria

| **RFP Section** | **Appendix** | **Description** | **%** | **Points** |
| --- | --- | --- | --- | --- |
| 6 | 6 | Business Profile and Experience | 64% | 75 |
| 7 | 7 | Job Categories and Positions | 17% | 20 |
|  | 15 | Assumptions and Exceptions | 4% | 5 |
| 8 | 8 | Cost Proposal | 15% | 17.65 |
| Total | | | | | 117.65 |

## Oral Presentations and Interviews

**This section is optional by ETF and NOT separately scored. (0 points)**

**Any interviews or presentations will inform scoring of Appendix 6 and 7.**

At the discretion of the Department, Proposers reasonably apt to receive an award based on the evaluation of their Proposal before costs are scored, can be required to participate in interviews or presentations, if requested by the Department. This may include presentations and interviews to validate, supplement, or clarify information in the Proposals. Evaluation committee members may change their Proposal scores based on Proposer presentations and interviews.

The Department will reasonably attempt to schedule these at a time that is agreeable to the Proposer and via webinar. Failure of a Proposer to participate on the date scheduled may result in rejection of the Proposal.

By submitting a Proposal in response to this RFP, the Proposer grants rights to the Department to contact and interview any or all of the Proposer’s clients, associates, Subcontractors, and/or references.

The Department prefers to see the Lead Account Manager participate in presentations and interviews. The Department’s objective is to ascertain the Lead Account Manager’s familiarity with ETF’s mission and expectations, and their ability to explain, communicate, converse, and interact with Department staff. While respecting the role of sales and marketing staff in the sales process, the Department is most interested in interacting with the staff *ETF* will be interacting with *daily* to manage the contract, if the Proposer wins an award.

## Method to Score Cost Proposals

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

## Best and Final Offer (BAFO)

The evaluation committee reserves the right to solicit one or more BAFO(s) and conduct Proposer discussions, request more competitive pricing, clarify Proposals, contact references of finalists, request any interviews or presentations, of all, or a subset of Proposers, should it be advantageous for the Department to do so. The Department is the sole determinant of what is most advantageous.

If a BAFO is solicited, it will contain 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 won’t be accepted unless the due date is extended. Proposers that are asked to submit a BAFO may refuse to do so by submitting a written response, indicating their Cost Proposal remains as originally submitted. Refusing to submit a BAFO will NOT disqualify the Proposer from further consideration. ETF could simultaneously request clarifications to the Cost Proposal under 3.2 Clarification Process instead of or in addition to a BAFO and failure to respond to clarification questions as instructed could result in rejection of the Proposal per 3.2 Clarification Process.

## Contract Award and Notification of Intent to Award

Each of the two Lots may have up to 8 awards, and ETF’s intent is to create a market basket contract for continuous improvement and competition.

Contract award(s), if any, will be based on the evaluation committee’s scoring of Proposer’s written Proposals, as well as the results of optional reference checks, clarification questions, interviews/presentations, or BAFOs conducted at the evaluation committee’s option.

The Department reserves the right not to award a Contract. If Contract negotiations cannot be concluded successfully with the awarded Proposers, the Department could negotiate a Contract with the next highest ranked non-awarded Proposer.

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

## Right to Reject Proposals and Negotiate Contract Terms

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

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

## Protests and Appeals

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

Any notice of intent to protest the solicitation or the intended contract award shall be filed with:

John Voelker, Secretary

Department of Employee Trust Funds

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

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

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

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

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

Appeal rights are lost if no formal protest is timely received. The subjective judgment of evaluation committee members is not grounds for protest nor appeal. The decision of the Secretary of the Department of Administration regarding any appeals is final.

b. Protest Concerning a Solicitation

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

c. Protest Concerning the Intent to Award a Contract

A Proposer who is aggrieved by the Intent to Award a Contract may protest to ETF’s Secretary. A notice of intent to protest shall be submitted via email to ETF’s Secretary at [ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov) no later than five (5) business days after the Notice of Intent to Award is issued. The protest shall be submitted via email to ETF’s Secretary no later than ten (10) business days after the Notice of Intent to Award is issued. A Proposer can protest only once per award. If multiple award dates exist because contracts aren’t executed with one or more awardees, and the agency decides to issue more awards, the first award date governs the protest and appeal process. Accordingly, if or when a Notice of Intent to Award a Contract issues on the first award date, and the protest/appeal period passes as to all awardees covered by that Notice of Intent to Award, there will be no other protest/appeal periods triggered by any agency actions or decisions unless the Proposer’s issue was not cognizable during the protest/appeal period already run.

# Mandatory proposer qualifications

**This section is pass/fail based on responses to Appendix 4 – Mandatory Proposer Qualifications.**

The requirements in Appendix 4 are mandatory for any Proposer who submits a Proposal. Failure to comply with one or more of the mandatory qualifications may disqualify the Proposer. A response to each item in Appendix 4 – Mandatory Proposer Qualifications is mandatory.

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

**If the Proposer cannot agree to each item listed in Appendix 4, the Proposer must so specify and provide the reason for the disagreement in Appendix 15 – Assumptions and Exceptions – of the Proposer’s response.**

## No Conflict of Interest

The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin. The firm shall not prevent Workers from seeking employment with the State of Wisconsin under its civil service hiring practices and procedures.

## Followed RFP Instructions

The firm adhered to the instructions in this RFP on preparing and submitting the proposal.

## Not Suspended or Debarred

Proposer must not be suspended or debarred from performing government work. This includes debarment or suspension by any government, including the federal government, the State of Wisconsin, and states besides Wisconsin.

## No Disciplinary Action

The firm has not been fined, disciplined, censured or cited by any regulatory authority during the past five (5) calendar years. This includes the business-as-a-whole, but also any individuals associated with it and includes any litigation that concluded with a finding of breach of contract, fraud, breach of fiduciary duty, or other willful or negligent misconduct.

## Bankruptcy Certification

The firm has not been in bankruptcy and/or receivership within the last five calendar years.

## References

Using the Appendix 2 - Proposer Required Form, the firm must provide at least three references. To fulfill this mandatory requirement, the references must also be *responsive* to ETF’s inquiries. Proposers can be scored lower on Appendix 6 and/or 7 or disqualified from further scoring if references do not respond to ETF’s requests for information about the proposer. It is the responsibility of the proposer to ensure reference names, addresses, telephone numbers, and e-mail addresses stay current by communicating changes proactively to [ETFSMBProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov) until the procurement concludes.

Each reference listing must identify the entity for which the proposer provided similar services. A reference or combination of them must be able to confirm the proposer has been in the business of providing staffing services for a minimum of three (3) years. At least one (1) reference from a government entity is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of work performed and personnel assigned. The results of any references will be used in scoring proposals.

For each experience, the proposer must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.

The proposer must provide details of their experience providing professional services to the reference.

ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal.

## Replacement of Personnel

Replacement of personnel who have terminated employment with the staffing company shall be with persons of equal ability and qualifications.

## Unacceptable Personnel

Any of the staffing company’s staff that ETF deems unacceptable, whether working on-site at ETF, at the staffing company’s site, or elsewhere, shall be promptly and without delay removed by the staffing company, preferably in person and at least by conference call, upon 24 hours’ notice, at the staffing company’s expense.

ETF may opt to replace the worker with another employee possessing acceptable experience and skills. ETF is not responsible for performance evaluation for the staffing company’s staff, but staffing company must have a policy in place to provide annual performance evaluations for all of the staffing company’s staff working with ETF. The policy must include gathering feedback from ETF about staffing company’s staff working with ETF.

## ETF’s Right to Approve Staff

ETF shall have the right to conduct separate interviews of proposed replacements for personnel and review resumes and references. ETF shall have the right to approve, in writing, the replacement of personnel. This includes the personnel supporting ETF’s account at the staffing company’s location or elsewhere and staff provided to work exclusively with ETF.

## Notice of Personnel Leaving

Should any of the staffing company’s workers leave before they complete required duties or the engagement end-date, staffing company will provide a written notice ten (10) working days in advance to ETF. ETF will determine if a replacement candidate is desired from the staffing company or if a new posting will be conducted allowing all staffing companies to participate.

## Lead Account Manager Standard

Each lead account manager must have the authority to make binding managerial and operational decisions.

## Candidate Credentials

The staffing company shall furnish ETF with a means of identifying all personnel assigned to perform work under the contract and furnish ETF with the candidate’s personal email address for ETF to directly request candidate’s photo ID and completion of the ETF background check.

## Cooperation with Other ETF Contractors

Staffing company’s personnel must reasonably cooperate with ETF’s other contractors and not commit any act that interferes with the performance of work or provision of services by any other ETF contractor.

## Unauthorized Acts & Omissions

Staffing company’s personnel must not take any action, or make any omission, that implies or causes others to reasonably infer they are ETF’s agent or employee in any matter or in any way not expressly authorized by ETF.

## Parking

First Day

On your worker’s first day in the office, ETF will validate parking. In the parking garage next to Hill Farms, your worker should pull a ticket and use a visitor parking stall. Visitor stalls are labeled and are on the lower level and first floor. If your worker brings the parking ticket with them into the building, Facilities will validate the parking ticket when they meet with your worker to provide a building access card. When your worker exits the parking ramp, insert the validated ticket into the slot marked “Ticket” in the ticketing machine to open the gate.

After First Day

Additional information about parking will be provided on your worker’s first day. If your worker chooses to park in the ramp in the future but is not interested in obtaining a designated parking space, your worker may pay for and park in one of ETF’s Pool Parking Stalls on level 5 or 6. Facilities will provide maps for these stalls on your worker’s first day. The first 30 minutes of parking is free; $2 per hour after that with a daily maximum of $12. ETF is allotted a limited number of parking spaces.

If your worker is interested in parking onsite in a designated spot assigned to them, and space is not available, your worker will be added to a waiting list.

If a spot is available, there will be a charge for parking. Stall-sharing may also be available for a reduced charge. ETF will not determine if the worker or their staffing company is ultimately responsible to pay for parking. However, the worker will pay for parking on the first of the month via check or money order, payable to DOA and remitted to the ETF Facilities Manager.

Other options include on street parking on some of the blocks near Sheboygan Ave., N. Eau Claire Ave., and Regent St. or the Madison Metropolitan Bus system.

## Work Site Rules

Staffing company and their personnel must comply with all rules and regulations of each ETF work site, including but not limited to all policies in Appendix 5, 11 and 14. Staffing company’s staff must acknowledge in writing on an ETF form that they have read all applicable rules and agree to comply. Staffing company must agree to have worker review and sign ETF’s Contracted Personnel Confidentiality Agreement and return it to ETF before the worker’s start date. See Appendix 11.

## Position Request

Staffing company must agree to use ETF’s Position Request Template contained in Appendix 13 to respond to ETF. Staffing company’s workers must perform the tasks and deliver the products identified in ETF’s Position Requests.

ETF may use a training rate if they feel the candidate may need time to become familiar with agency operations. In this situation, the agency will indicate in the Position Request that a training rate may be used initially (for 3-6 months as an example) and then the Worker would be increased up to the rate bid after that period passes. ETF could increase Worker to the bid rate after the period of time stated in the Position Request.

## Qualified Candidates

Staffing company must deliver and assign qualified candidates to work at ETF.

## Correcting Prior Candidate’s Errors

Staffing company must provide a candidate free-of-charge to correct any prior candidates’ errors in work product for a period of twelve (12) months after ETF pays for the work. Such corrections must commence within forty-eight (48) hours after ETF gives the staffing company written notice of errors and continue until ETF confirms all errors are corrected. If ETF has not paid for the work when ETF discovers an error, ETF may withhold payment for outstanding invoices until all errors are corrected or dispute the invoice and not pay rather than seek free services to correct errors.

If a Worker’s position is terminated for performance issues within the first 21 days, ETF shall not be billed for the service. The Department will have a first twenty-one-day guarantee period for Workers. If the Worker’s position is cancelled (due to poor performance) prior to close of business on the twenty first calendar day of the engagement, the staffing company shall consider those first twenty-one calendar days as non-billable, and any Department funds already disbursed shall be refunded in full.

## No Work Done Without a Purchase Order

Staffing company must agree not to allow a candidate to start work at ETF without a signed purchase order from ETF that refers to that candidate and their rate of pay. Any staffing company work that commences prior to staffing company’s receipt of a purchase order will result in the work being deemed to be a gratuitous effort on the part of the staffing company, the staffing company will have no claim against ETF for such work, and ETF will have no obligation to pay for such work.

## Maximum Bill Rate – Ceiling

The contractor agrees to respond to any Position Request with bill rates at or below the Maximum Bill Rate the contractor provided on the Cost Proposal for the Job Category. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate. All hours, including over-time, shall be billed at one rate that is at or below the Maximum Bill Rate provided on the Cost Proposal for the Job Category.

ETF reserves the right to negotiate hourly rate increases for particular candidates and workers, but the increases will not exceed the Maximum Bill Rate. If new skills and duties are added to a Position, the Maximum Bill Rate provided on the Cost Proposal for that Job Category still applies. ETF reserves the right to add new skills and duties to any Position and Position Request rather than use the Other Positions as Needed Maximum Bill Rate(s).

ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position or Job Category, or into the Other Positions as Needed Category. For example, a move from Long–Term Assistant to Long – Term Professional, may effectively provide an increase in the hourly rate. But the Maximum Bill Rate on the Cost Proposal for Long – Term Professional is the ceiling for any such adjustments. ETF could also move the candidate or worker into Other Positions as Needed and apply the Maximum Bill Rate(s) for that Job Category, at ETF’s discretion. The same logic applies for all Positions and Categories.

ETF reserves the right to use Other Positions as Needed rates anytime, including but not limited to where a recruitment did not result in a placement and needs to be re-solicited. ETF reserves the right to allow staffing companies to partner with other professional recruiting firms for such efforts and re-coup the cost within the Other Positions as Needed hourly rate. ETF encourages the participation of certified MBE’s and disabled veteran owned businesses as sub-contracted talent scouts in such efforts, if not already contracted with ETF directly.

## Notice of Margin

Staffing company shall be required to provide the individual candidate’s or worker’s pay rate as well as the mark-up percentage that the staffing company adds to the pay rate, at ETF’s request. The pay rate and mark-up percentage are confidential and would not be shared in any open records request. However, any information on the Cost Proposal is not confidential and is subject to an open records request.

## Training & Travel

Staffing company’s workers are responsible to travel to and from ETF. Cost of any travel required and approved by ETF outside of ETF’s main location(s) will be borne by ETF. Approved expenses will be paid at current State of Wisconsin rates. All receipts must be provided for all transactions of any dollar amount.

If the staffing company’s worker located at ETF requests additional training other than training that ETF requires, or additional training is required due to absences or low performance, staffing company must bear the training cost. Staffing company may **not** charge an hourly rate for that worker during this training. On a case-by-case basis, ETF may pay the total cost of training and/or staffing company may charge the hourly rate, with ETF’s prior written approval.

## Work Product / Ownership

Proposer agrees that all work products developed by Proposer as part of the Services described in this RFP (e.g. all written reports, drafts, presentations, data, and meeting materials, etc.) shall become the property of the Department.

## Work Performed in U.S.

Pursuant to Wis. Stat. § 16.705 (1r), Services will be performed within the United States, including any approved remote work pursuant to Appendix 5 – Contractor/Consultant Policy, and the worker’s primary residence must be in the United States and remain in the United States for the duration of their placement with ETF. If Services are not available in the United States, or the work occurs within one of the World Trade Organization (WTO) Agreement on Government Procurement (GPA) parties, and Appendix 5, BISM/BITS and DET protocols are followed, including strict guidelines, approvals, and special hardware issued, pre-approved work outside the contiguous United States can occur.

## Vendor Scorecard and Feedback

Proposer agrees to comply with and allow ETF to use the quarterly score card in Appendix 12. Proposer agrees the results of the score card will be used:

* in reference checks when/if third parties ask ETF for a reference check on the proposer;
* in reference checks when ETF is conducting a reference check on a vendor as part of any kind of procurement opportunity ETF is involved with; and,
* when ETF is making decisions about which vendors receive any given Position Request, whether to exercise an option to renew the contract with a vendor, whether to cancel ETF’s contract with the vendor.
* ETF or the staffing company may suggest ways to increase the diversity of the candidate pools the staffing company sources.
* ETF will have a standardized feedback loop to measure staffing company quality by confidentially surveying the people that a staffing company places at ETF (“Workers”).

(a) ETF will conduct the survey.

(b) ETF will determine the survey tool.

(c) ETF may choose to but need not share results with the staffing company.

(d) To maintain the survey’s integrity, the names of Workers who participated will be held confidential from the staffing company. Staffing company will not penalize or retaliate against any Worker for responding to ETF’s survey.

(e) ETF will conduct the survey at least annually, or more often, at ETF’s discretion.

# upon request only submissions

At the discretion of the Department, Proposers reasonably apt to receive an award after the initial review of Proposals may be required to provide the following:

a. a copy of their organization’s SOC 1 Type 2 Report. See Appendix 9 – Department Terms and Conditions for details

b. a copy of their organization’s reviewed or audited financial statements for the two (2) most recent fiscal years including the audit opinion, balance sheet, statement of operations and notes to the financial statements

c. information requested in Sections 5, 6 and Section 31.0(f)(2) of Appendix 9 – Department Terms and Conditions

If a Proposer receives a request for the above documents from the Department, the Proposer must furnish such documents to the Department within five (5) Business Days of the Proposer’s receipt of the Department’s request. If such documents are confidential, the Proposer may submit a revised Appendix 2 - Proposer Required Form, Section 4 – Designation of Confidential and Proprietary Information, with the documents. The Department may reject a Proposal if the requested documentation is not provided or if the documentation provided does not assure the Department that the Proposer is able to provide the Services for the life of the Contract to the Department’s satisfaction.

# 6 business profile and experience

**This section is scored based on responses to Appendix 6.**

The purpose of this section is to provide the Department with a basis for determining the Proposer’s capability to undertake the Contract.

All Proposers must respond to each of the questions in Appendix 6 by restating the identifying number of each question (for example, 6.1.a), restating each question or statement in a way that distinguishes the question from the answer (i.e. bold/italics), and providing a detailed written response. Instructions for formatting the written response to this section are found in Section 2.4 Proposal Organization and Format.

Include all documents requested in Appendix 6 *immediately after* your responses to Appendix 6 and label the document provided with the section number it replies to. (For example, “Appendix 6.1.a. Organizational Chart”).

The Proposer must provide sufficient detail for the evaluation committee and the Department to understand how the Proposer will comply with each requirement. If the Proposer believes that the Proposer’s qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in the appropriate section of the Proposal.

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

# 7 Job CATEGORIES and POSITIONS

**This section is scored based on responses to Appendix 7.**

The purpose of this section is to provide the Department with a basis for determining the Proposer’s capability to undertake the Contract.

**Specific hourly rates should NOT be noted in this section but must be included in Appendix 8 - Cost Proposal.**

In the spot provided on Appendix 7, provide a written response that reflects your understanding of each Job Category you are agreeing to cover per your response to Appendix 6.10.

Detail your firm’s experience in providing similar positions and how that experience is relevant. The response should provide evidence of the proposer’s ability to supply personnel with the skills, abilities, and knowledge required to perform the duties and responsibilities as described.

When you come to 7.5 Other Positions as Needed, if you are covering this Job Category, be sure to note how you will rise to the occasion of sourcing any kind of position necessary to meet ETF’s mission and needs. Remember, ETF includes Other Positions as Needed in this RFP so that ETF has maximum flexibility to structure new positions to retain qualified candidates, both for positions ETF anticipates needing and for positions ETF cannot anticipate needing.

The Proposer must provide sufficient detail for the evaluation committee and the Department to understand how the Proposer will cover a Job Category well. Be sure to call out expertise in sourcing certain Job Categories and Positions where your firm has this expertise. If the Proposer believes that the Proposer’s qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities.

# cost Proposal

**This section is scored based on responses to Appendix 8.**

The file included with this RFP as Appendix 8 – Cost Proposal is the required Cost Proposal document all Proposers must submit. Instructions on how to submit Appendix 8 – Cost Proposal are provided in Section 2.3.2 above.

The Department reserves the right to clarify any pricing discrepancies. Such clarifications will be to provide consistent assumptions from which an accurate cost comparison can be achieved for scoring.

Costs provided in the Contractor’s final Cost Proposal or Best and Final Offer shall remain firm for the entire length of the Contract, including any renewals.

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, so do not list your Appendix 8 - Cost Proposal on your Appendix 2 - Proposer Required Form, Section 4, as confidential.

1. **contract terms and conditions**

The Department may execute a Contract with the awarded Proposer. A Pro Forma Contract is located in Appendix 10 and will be the contract’s first page. The Contract and any subsequent renewal(s) will incorporate all the terms and conditions in this RFP, including all addendums and appendices, etc., made part of this RFP, and Contractor’s Proposal. The Department shall draft the Contract.

The Contractor shall be responsible for the performance of any obligations that may result from the Contract and shall not be relieved by the non-performance of any Subcontractor. Proposals must identify all proposed Subcontractors and describe the contractual relationship between the Proposer and each Subcontractor. Identify subcontractors on Appendix 3.

## Department Authority

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

## Payment Terms

* Invoices must be submitted in accordance with the Department’s direction.
* Invoices must be itemized by cost categories of expenses actually incurred and contain enough detail for the Department to determine the full extent of the cost. Invoices shall include the invoice date, invoice number, billing period and contractually obligated invoice due date along with the invoice total.
* Invoices must be submitted timely, on a schedule ETF sets, and no later than one (1) year after completion and delivery of deliverables to the Department.
* If work-time is invoiced more than 30 days after the work occurred, vendor must submit an explanation for why the work-time was not billed within 30 days after the work occurred.
* No matter the vendor’s usual invoice or fiscal year schedule, vendors must cut off all invoices at the end of the state’s fiscal year, June 30. Vendors must submit a separate invoice starting July 1 for any portion of the pay period in the new fiscal year.
* Invoices must be submitted electronically via e-mail to [etfsmbaccountspayable@etf.wi.gov](mailto:ETFSMBAccountsPayable@etf.wi.gov)
* Payment must only be made through Automated Clearing House (ACH) unless alternative arrangements are mutually agreed upon.
* The Department will process payments to the Contractor within thirty (30) Calendar Days of the Department’s receipt of a proper, Department approved invoice including supporting detail.
* Invoices must reference the PO. Vendors must e-mail each worker’s combined timesheet and invoice bi-weekly to [ETFSMBAccountsPayable@etf.wi.gov](mailto:ETFSMBAccountsPayable@etf.wi.gov).
* Additional payment terms may be added during Contract negotiations.
* Additional payment terms are listed in Appendix 9 – Department Terms and Conditions.
* If a Contractor is not already set up in the State’s payment system, Contractor must complete the State’s banking and payment forms to facilitate the Department’s payments to the Contractor. The Department will provide the forms to the Contractor.
* Should additional services be required that are outside the scope of purchase orders already issued, ETF and the Contractor shall identify the work and costs and update the Position Request and purchase order as needed, as determined by ETF. If the Contractor commences work before receiving the updated purchase order, the Contractor invoicing ETF for such work will result in the work being deemed to be a gratuitous effort on the part of the Contractor, Contractor will have no claim against the Department for such work, and the Department will have no obligation to pay for such work.