



**State of Wisconsin**  
**Department of Employee Trust Funds**  
4822 Madison Yards Way  
Madison, WI 53705-9100  
P. O. Box 7931  
Madison, WI 53707-7931

## **Contract by Authorized Board**

**Commodity or Service:**

Strategic Partner for Pension Administration System

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

ETC0051 dated December 14, 2023

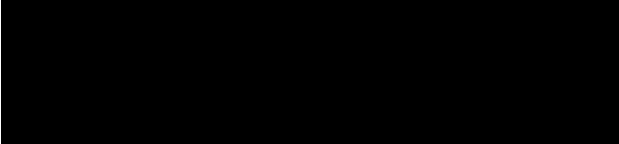
**Authorized Board:** Employee Trust Funds Board

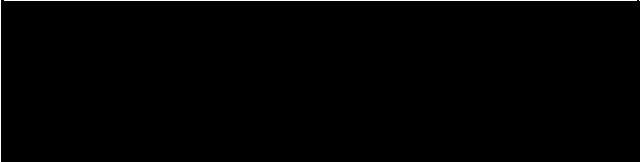
**Contract Period:** January 1, 2024 through December 31, 2028 with the option for renewal for two additional two-year periods.

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Employee Trust Funds Board (Board), and Linea Solutions, Inc. (Contractor), together the Parties to this Contract. Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. Department will have all titles, rights, and interests in materials developed during the course of any work performed under this Contract. The Department hereby grants to Contractor an irrevocable license to use, in the sole discretion of Contractor, copies or derivatives of works based on the materials created during any work performed pursuant to this Contract, provided that any confidential or identifying information be redacted. All work product created by Contractor pursuant to this Contract will be owned by Department, however, because Contractor's work product for the Department may be a derivative of work from other Contractor-client projects, Department grants Contractor the right to re-use any non-sensitive materials (i.e., materials that are not and do not contain confidential or identifying information) for other, subsequent Contractor-client projects.
4. The Parties agree that during the course of this Contract, the Department may request that Contractor's resources be assigned to other projects with separate deliverables in addition to or in exchange for replacing and/or modifying Tasks 1-8 as defined in RFP ETC0051. This exchange must be mutually agreed to by the Parties in writing.
5. The Parties agree that Contractor is not proposing any subcontractors for the Services performed under this Contract. Contractor agrees to notify the Department as soon as possible, but no later than 30 Calendar Days, in the event subcontractor services are used by Contractor to perform the Services under this Contract.
6. For purposes of administering this Contract, the order of precedence is:
  - (a) This Contract dated December 14, 2023;
  - (b) Exhibit A;
  - (c) Department Terms and Conditions dated June 1, 2022;
  - (d) Contractor's Proposal dated May 19, 2023; and
  - (e) Request for Proposals (RFP) ETC0051 dated April 12, 2023.

**Contract Number & Service:** ETC0051 Strategic Partner for Pension Administration System

This Contract shall become effective upon the date of last signature below (the “Effective Date”).

<b>State of Wisconsin Department of Employee Trust Funds</b>
A. John Voelker, Secretary Department of Employee Trust Funds

Phone: (608) 266-0301

<b>Contractor</b>
Legal Company Name: Linea Solutions, Inc.
Trade Name: Taxpayer Identification Number: 95-4723968
Contractor Address: 4551 Glencoe Avenue, Suite 140 Marina del Rey, CA 90292
Name/Title (person authorized to legally sign for Contractor): Akio Tagawa, President and CEO


## Exhibit A

### 1. Overview of Contractor's Services

Contractor will provide consulting services to assist the Department in the search, selection, implementation, and program/project oversight of a Commercial-Off-the-Shelf (COTS) pension administration system (PAS). Contractor will be a strategic partner to the Department during the Contract term and any extensions of the Contract (the Project). The strategic partner aspect of the relationship between Contractor and the Department pertains specifically to executive level analysis and briefings focused on insight as to whether the selection, implementation, and operationalization of a pension administration system is targeted to meet the Department's desired business outcomes and if not, to provide recommended course corrections.

Contractor will work with Department staff to guide them in planning, staffing, generating ideas, formalizing process and approach, providing vendor and product guidance, and developing documents and plans, all culminating in the creation of separate Deliverables for each Task. Contractor will support the Department in planning and status reporting throughout the Project, to be provided to the Department's Director of Office of Enterprise Initiatives (OEI) and to the Department's Secretary's Office, as requested.

Contractor will perform the following Tasks / provide the following Deliverables:

#### **Task 1/Deliverables**

System Requirements:

- Contractor will gather and define functional and non-functional requirements for a pension administration system (PAS) in conjunction with the Department's staff (Project Management Office (PMO), subject matter experts, and Information Technology staff). Contractor will review and validate business rules, policies, State statutes, roles, processes, and procedures and identify gaps and improvement opportunities.

#### **Task 2/Deliverables**

RFP Development/Writing:

- Contractor will develop a request for proposals for a pension administration system in collaboration with Department staff including Contractor- and Department-identified requirements to allow for PAS vendors to properly scope the required PAS implementation. Contractor will develop a benchmarking and scoring worksheet for the evaluation committees' use. The RFP should include the requirement for vendors to include their proposed team, a timeline for the entire Project, where work is to be completed (e.g., onsite or at Contractor's location), data conversion expectations, system architecture, level of support during and after PAS implementation, training details, and cost (one-time implementation and on-going/operational costs) and other items as appropriate based on guidance from the Contractor.

#### **Task 3/Deliverables**

Proposal review and vendor selection:

- After issuance of the PAS RFP, Contractor will assist the Department with answering vendor questions, educate the evaluation committee on the evaluation criteria, and assist the Department with interpreting the responses submitted by the PAS vendors.
- The Contractor will serve as a subject matter expert to the PAS evaluation committee as needed.
- As part of the PAS vendor selection process, Contractor will assist Department staff with the development of a Proof of Concept (PoC) exercise including PoC evaluation criteria (a condensed, limited scope, mini-version of a full implementation project that will allow Department staff to evaluate each PAS vendor's solution, methodologies, processes, styles, and team) that one or more proposers reasonably apt to receive an award will be requested to conduct.

#### **Task 4/Deliverables**

PAS Project Oversight:

Contractor will train the Department's program manager and project manager(s) to actively manage the PAS implementation and provide Project oversight. Contractor will ensure that activities are well thought out as the project progresses.

Contractor will provide a detailed report and analysis of risks and risk mitigation, progress to date, decisions made and to be made, and the plan going forward to the Department's Director of OEI and other key stakeholders as determined by the Director of OEI.

#### **Task 5/Deliverables**

Change Management / Organizational Readiness:

- Contractor will train the Department's transition manager(s) thoroughly, so they understand the needed preparedness in the areas of people, process, data, and technology across all stakeholder groups.
- Contractor will assist with communication to members and employers in advance of the go-live date focusing on elements that will affect these groups directly.
- Contractor will support the Department's Change Management team.

#### **Task 6/Deliverables**

Independent Verification & Validation (IV&V):

- After the PAS vendor is selected and as requested by the Department's Director of OEI, Contractor will review Project activities and deliverables from an independent, third-party point of view. Specifically, the Contractor will answer these questions: is the PAS vendor meeting the requirements as specified in the PAS RFP? Is the PAS solution working as intended to solve the purposes for which it was designed?

#### **Task 7/Deliverables**

- Contractor will transfer Project knowledge to the appropriate Department employees along with any Department-requested materials and content for transfer of knowledge.

#### **Task 8/Deliverables**

- Contractor will work with the Department's budget director to develop and support a formal budget request (biennial and/or [Wis. Stat. § 13.10](#)) for the PAS.

#### **Task 9/Deliverables**

- In addition to the above Tasks/Deliverables 1-8, as agreed upon by the Parties, Contractor will perform such other related tasks and services deemed appropriate and necessary by the Department to facilitate the selection and implementation of a PAS.

## **2. Statements of Work**

Subject to the terms and conditions of this Contract, Contractor agrees to provide the Department certain consulting services as and to the extent set forth in subsequent Schedules attached hereto (collectively, the "Statement of Work").

- (a) Two Statements of Work are anticipated, one prior to PAS procurement activities (Tasks 1-3 and 8) and a second prior to PAS implementation activities (Tasks 4-7) The Statements of Work will be prepared and agreed to by both Parties. Contractor agrees to provide the Services outlined in the Statements of Work. However ad hoc tasks requested or Contractor resources will be documented in writing, but may not be included in a Statements of Work and will be mutually agreed upon as part of Task 9.

- (b) Each Statement of Work will include some or all of the following: an Executive Summary; Background of the Project; Contractor's Solution, including responsibilities of the Department and the Contractor, assumptions, completion criteria, reporting, task deliverables, requirements and costs, estimated task duration, schedule of task completion, contacts, signatures, and attachments. In the situation where Tasks have been described in an RFP response, that response and any accompanying documentation will become the basis of the Statements of Work.
- (c) Revisions to a Statement of Work, including timeline revisions, addition or deletion of Services, or other terms of work, will be documented by the Party that is requesting the change in a Change Request. When a Change Request is accepted by both Parties, the Change Request will supersede the original Statement of Work and any previous Change Requests.

### **3. Change Requests**

In the event the Department requests a change to a statement of work, the Department will deliver such request in writing to Contractor that includes in reasonable detail:

- (1) a complete description of the requested change explaining the reason for the change,
- (2) the business impact if the change is not made,
- (3) the individual and organization requesting the change, and
- (4) the requested time frame for the change in relation to the other tasks in the project plan.

Within fifteen (15) Business Days of the receipt of such a request, Contractor will provide a written change request proposal (a "Change Request Proposal") that must include, at a minimum:

- (1) a description of the change and the level of effort involved in implementing the change,
- (2) the estimated date by which such change will be completed,
- (3) any changes that will need to occur in the timeline or other Tasks/Deliverables,
- (4) the cost for implementing such change, and
- (5) the latest day by which the Department must give written approval to Contractor so that Contractor can make the change in line with Contractor's Change Request Proposal.

In the event Contractor desires to initiate a change to a statement of work, the Contractor must provide to the Department (at no cost to the Department), a Change Request Proposal that meets the above-listed requirements and clearly explains the need for the change. The Department has no obligation to accept or agree to any Change Request Proposal but will work in good faith with the Contractor to incorporate changes Contractor proposes.

A Change Request Proposal that is acceptable to the Department and Contractor will become a Change Request under the Contract when it is signed by the Department Secretary (or their designee) and the Contractor's signatory. The Parties will maintain a change request reporting mechanism and provide a change request plan/methodology for the duration of the contractual relationship.

### **4. Governance Structure**

Contractor and Department will identify a mutually agreeable governance framework for services to be conducted under the Contract. Contractor will document and provide the governance framework to the Department within 30 business days of the date the Contract is fully executed or by a date otherwise agreed upon by the Parties.

### **5. Assumptions**

Contractor will begin working for the Department on February 1, 2024 by reviewing the Department's modernization roadmap in concert with a subset of senior Department leadership. The review must be completed by March 1, 2024. The scope of this work will be mutually agreed upon and billed under Task 1 and assumed to be less than 20 total hours of work.

The Department anticipates executing Contract amendments with Contractor to provide a detailed written statement of work for PAS procurement (Tasks 1-3, and 8) within three (3) months of the date the Contract

is fully executed and another Contract amendment providing a detailed statement of work before PAS implementation (Tasks 4, 5, 7) begins.

**The PAS procurement timeline**, Tasks/Deliverables 1-3 and 8, is 15 months, beginning in February 2024 and ending in July 2025.

**The PAS implementation timeline**, Tasks/Deliverables 4-7 is four (4) years (implementation) and 6 months (post-implementation stabilization), beginning in August 2025 and ending in February 2030.

The Do Not Exceed Limit outlined in section 8 is based on the above timelines. Parameters, scope, or timeline could change based on key decisions surrounding implementation or vendor selection which may affect the timeline and thus the total. Any changes will be addressed using the Change Request process as outlined in Section 3.

Contractor's ability to conduct Task 6, Independent Verification & Validation (IV&V) of the PAS, is dependent on the degree to which Contractor participates in PAS implementation as described in Task/Deliverable 4/PAS Project Oversight, and therefore the absence of any conflict of interest.

## 6. Staffing

The Anticipated Effort identified in Contractor's Proposal under section 6.1.6 will be included in the Contractor's Project Plan due to the Department by March 31, 2024 and modified by the Contractor upon the mutual agreement of the Parties.

Contractor agrees to replace any of its assigned staff within 30 Calendar Days of the Department providing Contractor written notice of dissatisfaction with that Contractor-staff (see RFP Appendix 2-Department Terms and Conditions Section 27.0).

## 7. Transition Services

In the event that this Contract is terminated in any manner, the Contractor will continue providing services until the Department notifies it that a successor Contractor will be ready to assume services ('transition services'). The Department will pay the Contractor at the rates payable in Section 8. Cost/Invoicing below.

## 8. Cost/Invoicing

Contractor will submit monthly invoices to: [ETFSMBAccountsPayable@etf.wi.gov](mailto:ETFSMBAccountsPayable@etf.wi.gov)

Contractor's monthly invoices must include:

- name of Contractor's consultant(s) providing the service(s),
- description of the services performed (identifying the Tasks/Deliverables, e.g., 1-8),
- the number of hours worked on each Task/Deliverable by each Contractor consultant, and
- Hourly rates according to the Hourly Rate Table below.
- Task/Deliverables 9 will be mutually agreed upon, in a contract amendment statement of work prior to beginning work, and billed at the rates outlined in the Hourly Rates table below. Any amounts billed to Task/Deliverable 9 are not subject to the Do Not Exceed Limits.

Contractor will invoice the Department based on the Hourly Rate Table for services performed while complying with the Do Not Exceed Table for Tasks 1-8 below.

Do Not Exceed Limit Table for Tasks 1-8	
Task 1-8 Task/Deliverable	Do Not Exceed Limit for each Task/ Deliverable
Task 1	\$616,148
Task 2	\$45,720
Task 3	\$207,360
Task 4	\$2,925,720

