

Information Technology Vendor Managed Services and Solution RFP #28253-JW

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Separate Attachments

Appendix A: Cost Sheets Appendix B: Contract Appendix C: Current State Operations Appendix D: Mandatory Requirements Response Matrix

DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

Agency or State Agency – The Wisconsin Department of Administration, in its role as the State's enterprise contract and program manager for this agreement, or any other agency of the State of Wisconsin (as defined by Wisconsin Statutes).

Authorized User – Any State Agency, University of Wisconsin campus, or other public body authorized to use statewide contracts, as established in §16.70 (1b), (2), (4) and (8), §16.73 and §66.0301 of the Wisconsin Statutes and PRO-D-30 of the State Procurement Manual.

Bill Rate – The hourly rate a Contract User is charged for time worked by Contracted Personnel.

Contract – The written agreement between the VMS Company and the State covering the services to be performed pursuant to this RFP.

Contract User – A hiring manager or Division of an Authorized User that initiates and manages an Engagement with Contracted Personnel under the Contract.

Contracted Personnel – A Contractor's employees or other personnel (including officers, agents, and subcontractors) provided by the Contractor specifically to render Services under an Engagement through the VMS Company.

Contractor – The supplier firm holding a contract with the VMS Company to provide Services to the State.

Core Jobs – The list of job titles and descriptions to be used by the State for the engagement of Contracted Personnel.

Division – A subunit of a State Agency; an organizational unit internal to a State Agency.

Engagement – The provision of Services to an Authorized User upon the assignment of Contracted Personnel for work specified in an RFS.

Maximum Hourly Rate – The highest possible Bill Rate (*i.e.* the rate not to be exceeded) that an Authorized User can be charged by a Contractor for providing Contracted Personnel to fill a Contract User's need for a specific title/level.

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

Proposer – Any agency, firm, organization, corporation, association, joint venture, or partnership submitting a Proposal in response to this RFP.

Rate Card – This is the document displaying the not-to-exceed ceiling Bill Rates established in the Contract.

Request for Proposal (RFP) – The competitive procurement process used by the State to establish a statewide contractual vehicle for VMS services and the associated solution, including this document and all attachments.

Request for Services (RFS) – A template housed within the VMS system that includes the job title, job duties, skill set, qualifications, deliverables, and overall specifications used to request and identify suitable candidates to fulfill a Contract User's service needs. A Request for Service is also used when referring to the entire end-to-end process conducted by the State through the VMS to procure and hire contingent IT Contracted Personnel.

SBOP – The State Bureau of Procurement, Wisconsin Department of Administration.

Service Level Agreement (SLA) – List of objectives, and the measurement of those objectives, that will be agreed upon between the VMS Company and the State, and the VMS Company and Contractors. See Attachment A to Appendix B: Contract.

Services – The products, services, recommendations, research, and documentation, provided by the VMS Company, its Contractors, and Contracted Personnel, necessary to satisfy the specifications and requirements contained in this RFP, the Contract, and an RFS.

State - State of Wisconsin

VendorNet – The State's purchasing information and vendor notification service available on the Internet at <u>https://vendornet.wi.gov/</u>.

VMS – The vendor managed services being requested in this RFP, as well as the associated solution being used to manage such services.

VMS Company – The Proposer awarded the Contract.

VMS Fee – The VMS Company will invoice the Authorized User directly for the work performed by the Contracted Personnel engaged by a Contract User. The invoiced amount will be in accordance with the hourly rate(s) established during the RFS process, not to exceed the Maximum Hourly Rate set forth in the price schedule. The VMS Company will then pay the Contractor, less a fee. That fee (the VMS Fee) is

a percentage by which the Authorized User's payment will be reduced before it is paid to the Contractor. The VMS Fee percentage will be agreed upon between the State and the VMS Company, and detailed in the Contract. Contractors shall not delay supplier payment based on Authorized User's payment of invoice.

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a Proposal for VMS services related to Information Technology (IT) contingent staffing. The State, as represented by the State Bureau of Procurement within the Department of Administration, intends to use the results of this solicitation to award a contract for the delivery of VMS services and an end-to-end technology solution that facilitates the processes, components, and attributes described in this RFP.

The VMS Company will perform the overall program management, as well as oversee the candidate Engagements of an Authorized User's contingent IT workforce. The VMS Company's responsibilities shall include program reporting and tracking, facilitation of candidate evaluation and selection, and the monitoring/enforcement of various SLAs as detailed in the "Service Level Agreement" section of the Contract. The VMS Company will also provide supplier management tool(s), performance oversight, need analysis and consultation, as well as consolidated billing and help desk support for the VMS system and program. Engagements will vary in both scope and length. As such, pricing shall be hourly based (with the possibility of incorporating project-based engagements and pricing at a later date built on the rates provided in the Proposal and subsequent Contract).

The objective of this RFP is to obtain the highest quality Services for the State at the best value. The Contract will govern the relationship with the VMS Company, through which it will provide IT professionals, via a VMS solution, for all Authorized Users. The initial term of the Contract shall be two years, with possible renewal provisions (see Section 1.11).

The resulting Contract is intended to replace the State's IT Vendor Managed Services Sourcing Contract (505ENT-M12-SERVICESIT-01). The State reserves the right to expand the Services presented in the Contract to include additional Core Jobs and categories, and any adjustment to the approved Contractor list and/or Rate Card will be at the sole discretion of the State.

1.2 Scope and Objectives

This RFP will be used to establish a Contract with a VMS Company to manage the statewide processes associated with the procurement and engagement of contingent IT Contracted Personnel. The State intends to award a Contract to a single VMS Company based upon the requirements in this document.

The State's objective is to gain operational efficiencies, scalability, and access to a diverse and skilled workforce by implementing a managed service of this nature. The VMS Company will also supply a VMS solution that is capable of managing the various processes, components, and attributes of the State's program. At a minimum, these services and the solution's functionality will allow for the following:

• Contracted Personnel recruitment and placement, including specialized and niche IT areas

- Contracted Personnel submission of resumes and other relevant information
- Contracted Personnel performance tracking
- Expansion and modification of Core Job descriptions
- Monitoring and developing hourly rates for Core Jobs
- Request for Services (RFS) distribution for hourly and potentially project services
- If project-based services are implemented, Statement of Work (SOW) completion, approval, and transmission to Contractor will be required
- Candidate submission and referral capabilities
- Candidate ranking methodologies and VMS Company pre-screening
- Candidate background search
- Hiring request approval
- An ability to adapt to unique Agency needs
- An ability to track and apply minority, women, and disabled veteran owned business rules
- Contractor onboarding (process by which Contractors and Contracted Personnel are added to the VMS system, to potentially include Agency-specific documents and processes)
- Timekeeping and/or interface with existing State timekeeping solutions (*e.g.* the State's PeopleSoft Enterprise Resource Planning (ERP) system)
- Possible interface with existing State ERP finance solutions
- Expenditure and service reporting (standard and ad-hoc)
- User-friendly navigation, as well as a relevant training library
- In-person training on the solution and State program procedures
- Implementation and configuration of an interactive web-based system with online search and query functions
- A production-ready system to centrally capture and manage program spend, with an ability to extract various program-related metrics and data
- Minimization of time spent on Contracted Personnel engagement processes, as well as ensuring compliance with the State and Authorized User's policies, procedures, and business rules
- Developing processes and policies that ensure compliance with legal, statutory, and regulatory requirements
- Maintain a comprehensive customer survey review process to ascertain performance against the critical success factors (*e.g.* customer satisfaction)
- Maintenance of a VMS Company team that is adequately trained and fully staffed

1.3 Background and Operations

The State's current IT Vendor Managed Services Sourcing Contract is a mandatory use agreement, and its use can only be waived under limited circumstances, regardless of the dollar value of the services (*e.g.* services are related to a proprietary product; services involve hosted software; the RFS process failed to yield a candidate; the work requires a fixed bid amount or payment upon completion of approved deliverables). With the possible addition of project-based Engagements on the awarded Contract, the limited number of waivers may decrease.

For this reason, a significant portion of the State's current IT services and contracting needs are filled through the State's IT Vendor Managed Services Sourcing Contract. The State estimates that agencies, municipalities, and University of Wisconsin (UW) campuses spent approximately \$101 million on IT contingent staffing services in Fiscal Year 2016 through the current VMS provider. This program has consistently grown on a year-over-year basis in terms of spend and contract utilization. Since Fiscal Year 2015, the State's total headcount for IT contracted personnel engaged through the current contract at

any given time has consistently remained above 800 persons. Utilization of the Contract that results from this RFP may be higher or lower than these estimates (see section 1.13). Please review "Appendix C: Current State Operations" for additional program background data and operational metrics.

1.4 **Procuring and Contracting Agency**

This RFP is issued by the State Bureau of Procurement, Wisconsin Department of Administration (DOA) which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Jim Witecha (james.witecha@wisconsin.gov or (608)266-1954. The Contract resulting from this RFP will be administered by the DOA, State Bureau of Procurement. The contract manager will be Jim Witecha.

1.5 Clarifications and/or Revisions to Specifications and Requirements

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

Any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (**no phone calls**) on or before 11:59 p.m. Central Time (CT) on the applicable dates specified in Section 1.10, Calendar of Events, to Jim Witecha at james.witecha@wisconsin.gov.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all Proposers.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

1.6 Contact with State Personnel

From the date of release of this RFP until a notice of intent to award the Contract is issued, all contacts with State employees, and other personnel performing official business for the State under contract, regarding this RFP shall be made through Jim Witecha. Contact with other State personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal.

1.7 News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the State.

1.8 **Proposer Conferences, Demonstrations, and/or Site Visits**

Proposer conferences, demonstrations, and/or site visits will be required in accordance with Section 1.10, Calendar of Events of this RFP.

1.9 Reasonable Accommodations

The State will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact Jim Witecha at james.witecha@wisconsin.gov or (608)266-1954.

1.10 Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFP.

DATE	EVENT
06-20-2017	Date of issue for the RFP
06-30-2017	Due date for first round of written questions
07-14-2017	Written answers posted (target)
07-21-2017	Due date for second round of written questions
08-02-2017	Written answers posted (target)
08-16-2017	Proposals due
09-25-2017	Demonstrations by invited Proposers, or on-site visits by evaluation committee (target if
	required)
10-05-2017	Notification of intent to award sent to Proposers (target)
10-27-2017	Contract start date (target)

1.11 Contract Term

The Contract shall be effective on the date the Contract is signed by the State and the initial term shall run for two (2) years, with an option by mutual agreement of the State and the VMS Company to renew for two (2) additional two (2) year periods. The original contract term or any renewal period may be extended at the State's option on a month-to-month basis for the purpose of completing a future solicitation or subsequent transition to a new vendor managed service provider. Contract conditions, terms, and pricing shall not be modified during such month-to-month extension(s).

1.12 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by a Proposer in the process of responding to this RFP.

1.13 No Obligation to Contract

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

1.14 Retention of Rights

The State retains the right to accept or reject any or all Proposals if deemed to be in its best interest. All Proposals become the property of DOA upon receipt. All rights, title, and interest in all materials and ideas prepared by the Proposer for the Proposal to DOA shall be the exclusive property of DOA and may be used by the State at its option.

1.15 Eligible Contract Users

In addition to DOA, the resulting Contract will be utilized by other State agencies not otherwise covered by DOA and University of Wisconsin-System campuses. Municipalities as defined in s. 16.70(8), Wis. Stats. and other states to the extent their applicable laws allow are permissible users of the Contract as well. Prior to the use of such Contract(s) by these entities, Contractor will notify the contract manager to ensure, among other things, that the Contract(s) will not adversely impact the enterprise Services.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a Proposer will be based on the information submitted in the Proposal, as well as references, any on-site visits or demonstrations, and/or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

2.2 Submitting a Proposal

Proposers shall submit one (1) hard copy original marked "Original", six (6) exact hard copies, and one (1) electronic version of all files via USB drive or CD.

Proposers shall also submit one (1) hard copy original, marked "Original" and one (1) electronic copy of the Cost Proposal saved as a separate file in a separately sealed envelope from the other Proposal documents on the USB Drive or CD. Alternately, the Cost Proposal may be saved separately on a second USB drive or CD submitted with the Proposal package.

No mention of the Cost Proposal is permissible in the response to any other section of this Request for Proposal.

All materials required for acceptance of the Proposal by the deadline must be sent to:

USPS ADDRESS	COMMON CARRIER ADDRESS
Jim Witecha, RFP Manager	Jim Witecha, RFP Manager
State Bureau of Procurement	State Bureau of Procurement
Wisconsin Department of Administration	Wisconsin Department of Administration
PO Box 7867	101 East Wilson Street, 6 th Floor
Madison, Wisconsin 53707-7867	Madison, Wisconsin 53703-3405

Proposals shall be received by the above office no later than **2:00:00 p.m. CT on August 16, 2017.** All Proposals shall be date and time-stamped in by the State Bureau of Procurement Office on or prior to the stated opening date and time. Proposals not so stamped will be considered late. Late Proposals will not be evaluated and shall be returned to the Proposer unopened.

Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the State Bureau of Procurement for purposes of this RFP.

All Proposals shall show the following information on the outside of the package:

- Proposer's (Company) Name and Address
- RFP Title
- RFP Number
- Name of Procurement Manager
- RFP Due Date and Time

2.3 **Proposal Organization and Format**

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

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading, separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet (DOA-3261 (R05/2014)).

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1. Name and title of Proposer representative;
- 2. Name and address of company;
- 3. Telephone number, fax number, and email address;
- 4. RFP number and title;
- 5. An itemization of all materials and enclosures submitted in response to the RFP;
- 6. A confirmation that all RFP amendments have been reviewed by the Proposer; if none have been posted, include a statement to that effect;
- 7. A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 8. A statement indicating that the Proposer understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand, or that Proposer reasonably believes is susceptible to more than one interpretation;
- 9. A statement that the Proposer's organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication, or agreement with any other respondent, or with any competitor for the purpose of restricting competition;
- 10. A statement that the prices, discounts, or margins quoted in the response have not been knowingly disclosed by the Proposer's organization, or by any agent of the Proposer's organization, and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor;
- 11. A statement that no attempt has been made or will be made by the Proposer's organization or by any agent of the Proposer's organization to induce any other person or firm to submit or not to submit a response for the purpose of restricting competition;
- 12. A statement acknowledging the Proposal conforms to all rights of the State including procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 13. A statement acknowledging that the Proposer agrees to adhere to all terms and conditions of this RFP;

- 14. A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted, and that she/he has not participated, and will not participate in, any action contrary to the RFP;
- 15. A statement of the Proposer's assurance the Proposal will remain in full force and effect for at least one hundred eighty (180) days from the Proposal due date;
- 16. A statement that the Proposer is an expert in the types of systems, functions, and tasks proposed and understands that the State will be relying on this expertise; and
- 17. A statement that the Proposer will be making a number of representations outside of its formal Proposal document in possible discussions, presentations, negotiations, demonstrations, sales or reference material, and other information-providing interactions and as such hereby warrants that the State can rely on these as inducements into any subsequent contract, and be made a part thereof.

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section 4.1 of this RFP using Appendix D: Mandatory Requirements Response Matrix. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Proposal Requirements

Provide a point-by-point response to each requirement specified in Section 5 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6 - Response to Vendor Management System and Service Deliverables

Provide a point-by-point response to each requirement specified in Section 6 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 7 – Technical Proposal Requirements

Provide a point-by-point response to each requirement specified in Section 7 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 8 – Terms and Conditions

Appendix B: Contract, provided as an attachment to this RFP, represents the terms and conditions which the State expects to execute in a Contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the contract terms and conditions will occur only if the change is in the best interest of the State. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 9 – Required Forms

Include here the completed forms required in the RFP.

Form Number/Name	Location
DOA-3261: RFP Cover Sheet	Separately attached to VendorNet cover page;
	Include in Tab 2
DOA-3027: Designation of Confidential and	Separately attached to VendorNet cover page
Proprietary Information	
DOA-3477: Vendor Information	Separately attached to VendorNet cover page

DOA-3478: Vendor Reference	Separately attached to VendorNet cover page
DOA-3333: Vendor Agreement-Cooperative	Separately attached to VendorNet cover page
Purchasing	
Applicable Proposal Checklist	Separately attached to VendorNet cover page

Under Separate Cover - Cost Proposal Information

Provide all cost information on Appendix A: Cost Sheets according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Identify all assumptions on the "Pricing Assumptions" tab. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal.

No mention of the Cost Proposal is permissible in the response to any other section of this Request for Proposal.

2.4 Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

2.5 Oral Presentations and Site Visits

Top scoring Proposers based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's proposal.

2.6 **Demonstrations**

Top-scoring Proposers may be required to install and/or demonstrate their respective product(s) and/or service(s). The State will furnish detailed specifications concerning the demonstration requirements and any particular test it may use to exercise the Proposer's product(s) and/or service(s).

Failure of a Proposer to furnish the product(s) and/or service(s) for demonstration when scheduled may result in rejection of its Proposal. Failure of any product(s) and/or service(s) to meet the State's specified requirements during the demonstration may result in rejection of the Proposer's Proposal.

In addition, top scoring Proposers may be asked to supply access to the proposed system so that evaluators can experience use of the system independent from a formal presentation/demonstration. All costs incurred to participate in these steps are the sole responsibility of the proposer.

The successful demonstration of the Proposer's product(s) and/or service(s) does not constitute acceptance by the State. Any product(s) and/or service(s) furnished by the Proposer for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

2.7 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the proposal closing date and time if received by the RFP manager. To accomplish this, the written request must be signed by an authorized representative

of the Proposer and submitted to the RFP manager. If a previously submitted Proposal is withdrawn before the proposal due date and time, the Proposer may submit another Proposal at any time up to the proposal closing date and time.

3.0 EVALUATION AND CONTRACT AWARD

3.1 **Preliminary Evaluation**

The Proposals will first be reviewed to determine if they contain the required forms, comply with the submittal instructions, and meet all mandatory requirements. Failure to meet mandatory requirements will result in Proposal rejection. In the event that no Proposer meets a specified requirement(s), the State reserves the right to continue the evaluation of the Proposals and to select the Proposal most closely meeting the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted Proposals will be reviewed by an evaluation team and scored against the stated criteria. A Proposer may not contact any member of an evaluation team except at the State's direction. Proposals from certified Minority Business Enterprises (MBE) and/or Disabled Veteran Owned Businesses (DVB) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75 (3m), Wis. Stats., 2001-02). The evaluation team's scoring shall be tabulated and Proposals ranked based on numerical scores received.

Should the State conduct any oral presentations, site visits, or demonstrations, the evaluation team will review the initial scoring and make adjustments based on the information obtained, where applicable.

3.3 Evaluation Criteria

The Proposals will be scored using the following criteria:

Description	<u>Points</u>	<u>Weight (%)</u>
5.0 General Proposal Requirements	100	10%
6.0 Vendor Management System and Service Deliverables	450	45%
7.0 Technical Proposal Requirements	150	15%
8.0 Cost Proposal	300	30%
Total	1000	100%

Results of reference checks will be used to clarify and substantiate information in the written Proposals. The reference results shall then be considered when scoring the responses to the requirements in the RFP.

The points stated above are the maximum amount awarded for each category. Evaluation guidelines have been established for each of these sections.

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 each of the costs of the Proposals vary from the lowest Cost Proposal.

3.4 **Proposer Presentations**

The top scoring Proposer(s), based on an evaluation of the written Proposal(s), may be required to participate in demonstrations and/or site visits to support and clarify their Proposals if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

3.5 Award and Final Offers

The State will compile the final scores for each responsive Proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, the highest scoring Proposer or Proposers may be requested to submit best and final offers. If best and final offers are requested by the State, and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. However, a Proposer should not expect that the State will request a best and final offer.

3.6 Offer in Effect for 180 Days

A Proposal may not be modified, withdrawn, or canceled by the Proposer for a 180-day period following the deadline for Proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the Proposal.

3.7 Notification of Intent to Award

Proposers will be notified in writing of the State's intent to award the contract resulting from this RFP. After the notice is issued, copies of all Proposals will be available for public inspection from 8:00am to 4:00pm at 101 East Wilson Street, Madison, Wisconsin, under the supervision of DOA/SBOP staff. Proposers should schedule a specific appointment with Jim Witecha via e-mail (James.Witecha@wisconsin.gov) to ensure that space is available for the review.

3.8 Right to Reject Proposals and Negotiate Contract Terms

The State reserves the right to negotiate the terms of the Contract, including the award amount, with the selected Proposer prior to entering into a Contract. If a Contract between the State and the successful Proposer cannot be executed by both parties within thirty (30) days after the notice of intent to award the Contract (or the conclusion of an appeal of the award per Section 3.9, whichever is later), the State may choose to cancel the first award and commence negotiations with the next highest scoring Proposer.

3.9 Appeals Process

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

The written notice of intent to protest the intended contract award must be filed with:

<u>USPS ADDRESS</u> Rick Hughes Wisconsin Department of Administration State Bureau of Procurement P.O. 7867 Madison, Wisconsin 53707-7867

COMMON CARRIER ADDRESS

Rick Hughes Wisconsin Department of Administration State Bureau of Procurement, 6th Floor 101 East Wilson Street Madison, Wisconsin 53703-3405 and received in his office no later than five (5) working days after the notice of intent to award is issued. The written protest must be received in Mr. Hughes' office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency; provided the appeal alleges a violation of a statute or a provision of a Wisconsin Administrative Code.

4.0 MANDATORY PROPOSAL REQUIREMENTS

The following requirements in Section 4.1 are mandatory and the Proposer must satisfy them at no additional cost to the State. Responses to each requirement in Section 4.1 must indicate that, "Yes," the Proposer does comply with the requirement or "No," Proposer does not comply, using Appendix D: Mandatory Requirements Response Matrix. No explanation is required, as non-compliance with any of the following requirements will result in Proposal rejection and removal of that Proposal from further consideration.

In the event there is an individual mandatory requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP. All mandatory requirements are minimums unless otherwise stated.

4.1 Mandatory Proposer Qualifications

- 4.1.1 The Proposer must be financially stable as determined by the State of Wisconsin. This section must include a notarized statement from a Certified Public Accountant demonstrating the company's financial stability for the two (2) most recently completed fiscal years. If the statements being provided by the Proposer are that of a parent or holding company, additional certification must be provided for the entity/organization directly responding to this RFP. Beyond that required herein, the State reserves the right to request additional information from the Proposer concerning its financial stability.
- 4.1.2 Proposer must have a minimum of 3 years' experience providing VMS services and solutions to two (2) or more customers (public or private sector), each with at least 500 engagements per year with contracted IT professionals.
- 4.1.3 Proposer must provide its staff with basic training in:

4.1.3.1 Customer relationship techniques.

4.1.3.2 State policies and procedures (as agreed to by the parties or necessitated by law), as well as the applicable business rules of the program (see Attachment B - Program Business Rules for the initial requirements).

- 4.1.3.3 Proposer must conduct ongoing training for staff after the initial "train the trainer" training provided to Proposer by the Agency or an Authorized User. Final responsibility for ensuring satisfactory performance rests with the Proposer.
- 4.1.4 Proposer must provide Contract Users, Contractors, and Contracted Personnel with basic training in:
 - 4.1.4.1 Use of the VMS solution. This includes an agreement to facilitate training sessions with each Contract User of the system no later than two weeks in advance of the project implementation or go-live.
 - 4.1.4.2 State policies and procedures, as well as the applicable business rules of the program.
- 4.1.5 Proposer agrees that any work products developed as part of the Contract (*e.g.* all written reports, drafts, presentations, and meeting materials, etc.) must remain the property of the State and the respective Authorized Users.
- 4.1.6 Proposer must obtain, at Proposers' expense, criminal arrest and conviction records from the Wisconsin Department of Justice and a full set of fingerprints for each staff member assigned to this Contract, and maintain such records during the term of the Contract. Proposer must screen prospective employees and assigned resources according to <u>ss.111.335</u>, <u>Wis. Stats</u>.
- 4.1.7 All Services must be provided from a United States-based Proposer site, and select Services must be provided at a client-requested location in Wisconsin. At a minimum, the VMS Company is expected to attend and/or lead the following:
 - Initial kick-off meeting with the State's project team
 - Monthly status meetings (or more often if the Agency requests)
 - Quarterly business review meetings with presentation of program metrics
 - Consistent tracking and presentation of SLA metrics
 - Ad hoc meetings, data review sessions, or reporting as requested by the State, an Authorized User, or a Contract User
- 4.1.8 Proposer must provide comprehensive tracking and program analysis statistics as requested. Proposers will be required to provide weekly, monthly, quarterly, and annual metrics dashboards and reports.
- 4.1.9 Proposer must have the capacity to service a program with more than 900 Contracted Personnel Engagements per year, including the necessary supervisory and management support, a functional VMS solution, and assistance with all State-required documentation and processes.
- 4.1.10 Within thirty (30) calendar days of Contract award, Proposer must provide a draft work plan to the Agency that includes the chronological outline of all activities to be performed during the contract transition and onboarding phases including key timelines, deliverables, and parties responsible.
- 4.1.11 Proposer must provide prompt (within 24 hours) and ongoing communication with the State, Authorized Users, and Contract Users, and provide advice, consultation, and written opinions/recommendations as needed.

- 4.1.12 In consultation with, and contingent upon the ultimate approval of the Agency, the selected Proposer will conduct customer/Contract User satisfaction surveys to identify and act upon service improvement opportunities. The Agency shall determine, based on the Proposer's survey and scoring methodology, what constitutes a satisfactory level of service to the Authorized Users. No less than 10% of all Authorized Users or Contract Users making contact with the VMS Company by any means will be randomly surveyed.
- 4.1.13 The selected Proposer must adhere to the agreed-upon communication strategies to keep Authorized Users, Contract Users, Contractors, and Contracted Personnel current regarding impending program changes or scheduled solution outages, etc.
- 4.1.14 The Agency will create a Contract "user group" to improve communication between Contract Users, the contract manager, Contractors, and the VMS Company. The selected VMS Company must participate in these user group activities upon request of the Agency.
- 4.1.15 VMS Company will facilitate Contractor conferences when a Contract User deems it necessary (*e.g.* the Contract User would like the opportunity to further explain the needs conveyed in an RFS or the VMS Company has notified the Contract User that Contractors would like more information for the purposes of submitting the best possible candidates in response to an RFS). Such conferences will be held at the discretion of the State or a Contract User.
- 4.1.16 The Proposer must be able to perform the Services required in this RFP to the satisfaction of the State. The State reserves the right to request information concerning litigation issues involving the Proposer in order to decide whether this litigation would hinder its ability to perform the Services required in this RFP.
- 4.1.17 The State reserves the right to request information about third party relationships in order to determine whether these relationships constitute any conflict of interest with respect to the Services required under this RFP.
- 4.1.18 The State requires that the Proposer provide a properly licensed VMS system that is accessible by end users through the Internet. The system must reside on a secure server, and be available using Internet Explorer, Microsoft Edge, Chrome, and Mozilla Firefox browsers with no plug-ins or applets required on the end user's computer.
- 4.1.19 The Proposer must agree, as directed by the State, to onboard any Contractor who has Contracted Personnel engaged with the State at the time of service and system conversion from the existing VMS provider.
- 4.1.20 The Proposer must agree to transfer, upload, and/or convert existing historical data from the current VMS system to its proposed VMS system.
- 4.1.21 The Proposer must have the capability to produce required expenditure and service reports by the first day of project implementation.
- 4.1.22 Proposer recognizes that the State may require the VMS solution to interface with its ERP for the purposes of transferring time entry data, and other Contracted Personnel information. The

State reserves the right to update its time entry practices at any time, and the parties shall work together to ensure the success of such a transition. The VMS solution shall have the capability of accommodating time entry if necessary.

- 4.1.23 The VMS Fee charged to Contractors by the VMS Company shall include all stated VMS system and service requirements in the RFP, as well as all capabilities, processes, responsibilities, and work performed in fulfillment of this RFP and the resultant Contract, through the life of the agreement. The pricing model for the resulting Contract will be based on this all-inclusive VMS Fee, and this is the only payment the VMS Company shall receive. The VMS fee cannot be assessed on authorized expenses (*e.g.* travel, etc.). Only approved billable hours worked by Contracted Personnel will be subject to the VMS Fee.
- 4.1.24 The Proposer must agree to locate staff in Wisconsin, including a program manager experienced with the Proposer's systems and processes. The program manager must be able to quickly respond (within 24 hours) to Authorized User and Contract User inquiries and meeting requests. The program manager must be ready to start with implementation on the date the Contract is signed by the State and the local staff must be ready within 60 days of the signing of the Contract by the State.
- 4.1.25 The VMS solution website encryption, and that of any other applicable program webpage, shall be a minimum of 128 bit.

5.0 GENERAL PROPOSAL REQUIREMENTS

The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake this Contract. Responses to Section 5.0 will be scored.

5.1 Staff Qualifications

Provide professional biographies/resumes which summarize the educational and work experiences for each of the key staff members that would be assigned to the project during the implementation process and ongoing administration of the Contract. Also indicate what roles these key staff members will have, the percent of their time that will be dedicated to the ongoing administration of the Contract, and for what duration. Also, give at least one (1) example of a project where the staff provided similar services to an organization with needs comparable to those described in this RFP.

5.2 VMS Company References

Using form DOA-3478, provide a list of all organizations with which the Proposer has done business in the last three (3) years, where the nature of the business relationship is similar to that required by this solicitation. This list must include each firm referenced in Section 4.1.2 of the Mandatory Requirements. For each, include the requisite information on DOA-3478 and also provide as part of your response to this section of the RFP, the following:

- Project start/end dates
- The time it took for the VMS solution and services to be operational in production environment, and which VMS solution is being utilized on each project.
- VMS services description (*e.g.* number of annual engagements, current number of engaged personnel, staffing levels, etc.)

- Outcome of project (*e.g.* on time, on budget, met customer needs, etc.)
- Scope of work performed
- Staff that worked on the project, including their roles and responsibilities
- Technical environment

The State will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. References will not be a separately scored section, but the results of any references will be provided to the evaluation committee and may be used in scoring the other sections of the proposal.

Provide the names of former customers who have not renewed contracts or who have terminated contracts with you during the past three (3) years. Provide the reason you did not retain the account(s). Include the name and phone number of a person we may contact regarding this contract.

5.3 Organization Size and Structure

Describe your organization, including the following characteristics:

- Ownership structure
- Parent company/organization if applicable
- Size of company as measured by sales revenue
- Number of customers
- Number of offices and location of each
- Number of employees
- Number of IT contracted personnel (individuals)and contractor firms engaged across all of your client accounts at the end of the last three (3) years
- List of governmental units currently receiving similar services from your firm and utilizing the VMS system proposed in your response

5.4 Organization Experience

Describe your organization's overall capabilities and experience in providing IT contingent staffing VMS services and solutions. Specifically, describe the experience, qualifications, and systems that your company employs which would accommodate the diverse State Agency needs for IT services.

5.5 Government and Higher Education

Describe how your organization's services are designed for, and used in, the governmental and higher education sector. How do the proposed services fit with the project objectives described in Section 1.2? Identify if there is a specific unit dedicated to support the governmental market, and where it is located within your organization. Include an organization chart that shows how the government and higher education sectors fit within the organization and how they are supported.

5.6 Customer Satisfaction

Describe the procedures your organization currently utilizes (or will use) to assess and deliver the results of a customer satisfaction survey related to the VMS services and solutions you provide. Describe a situation where you have conducted and utilized the results of a customer satisfaction survey relative to services described in this RFP to improve customer service delivery. How have you applied a random survey sampling requirement to other client accounts? Please provide a sample customer satisfaction survey.

5.7 Service Expertise

Describe your company's areas of service expertise. What makes your company an expert, and how do you differentiate yourself in the market?

5.8 Service Level Experience

Describe Proposer's experience meeting or exceeding SLAs similar to those identified in this RFP. Provide one (1) or more examples of a current service level agreement your company has with another similar customer.

6.0 VENDOR MANAGEMENT SYSTEM AND SERVICE DELIVERABLES

For the following sections, and considering the State's mission, objectives, challenges, and broader vision as identified in this RFP and its attachments, Proposer shall respond to the following sections by:

- Describing the approach, methodology, and/or technology used to accomplish the specific work and functions.
- Describing how the approach will best accomplish the State's objectives as described in this RFP.

6.1 Contractors, Recruitment, and Selection

- 6.1.1 How do you recruit, attract, and retain qualified Contractors, and subsequently Contracted Personnel, at competitive prices?
- 6.1.2 What safeguards will be employed to ensure impartiality when recruiting and referring Contractors to Contract Users?
- 6.1.3 Describe the process you will use to qualify, refresh, and add new Contractors over the term of the agreement to meet your clients' changing needs. What process do you use to recruit and attract Contractors who will support emerging technology and legacy technology?
- 6.1.4 The State will require the VMS Company to execute Contractor Participation Agreements on its behalf with each Contractor on the approved supplier list in accordance with Appendix B: Contract. How has your organization accommodated similar requests with other clients?
- 6.1.5 Describe the process you will use to contact and onboard Contractors currently providing Contracted Personnel for the State.
- 6.1.6 What process do you incorporate to recruit and attract small, women-owned, disabled veteranowned businesses, and minority- owned service Contractors? Provide the percentage of your total current Contractor base that are:
 - Small businesses
 - Women-owned businesses
 - Disabled veteran-owned businesses
 - Minority-owned businesses
- 6.1.7 How have you managed the varying sizes of Contractor pools across your different client accounts? Are there differences in your management approach?

- 6.1.8 Does the size of a client's supplier firm pool typically impact your proposed fee structure? If so, please discuss and provide a model detailing the milestones at which a request would be made to reduce/increase the fee. No mention of the Cost Proposal should be made in this response. Rather, the State is trying to determine whether the size of its supplier firm pool will have any impact on cost, and approximately where and how it will have an effect.
- 6.1.9 How many contractor firms have declined to participate in your VMS IT contingent workforce programs? What percentage does this represent of your total supplier pool, as well as the total number of suppliers contacted? What were the reasons given for non-participation?
- 6.1.10 Co-employment exists if a client treats Contracted Personnel as employees. Detail your company's policy and procedures that protect your clients against co-employment issues.
- 6.1.11 Misclassification of independent Contracted Personnel exists if the State treats Contracted Personnel as employees. Detail your company's policy and procedures that protect your clients against misclassification issues.

6.2 Order Fulfillment

- 6.2.1 Describe the process you use to fulfill client requests for IT Contracted Personnel. How do you facilitate candidate submission? Does the process factor in both qualifications and rate as part of candidate screening? How will the Request for Service template accommodate project description, skill narrative, and itemized skills covering both IT skills and types of project work?
- 6.2.2 Assuming that response time starts when your client submits a RFS to you through the VMS system, what are your minimum and standard response times for providing resumes for potential Contracted Personnel to clients?
- 6.2.3 Describe your communication process, the method used, and the frequency of status updates to your clients regarding your ability/inability to fill positions within the desired timeframe.
- 6.2.4 What procedure do you use to address replacement coverage for no shows or cancellations during the interview and Engagement processes? What provisions are in place to protect the State if/when this occurs?
- 6.2.5 Occasionally, the State has need for highly specialized skill sets or personnel with special certifications that are not routinely available. Please describe the process you use to fill an RFS that is not listed on the existing Core Jobs list.
- 6.2.6 Does your system provide options to allow hiring managers to review responses as they come in (rather than all at one time)? If yes, describe how Contract Users can review responses without seeing the name of the firm to prevent contact until the process is closed and all responses are received.

- 6.2.7 Describe how your system facilitates solicitation of Contracted Personnel for short term project (deliverables-based) work.
- 6.2.8 Does your system support statement of work fixed-price agreements? Please describe (*i.e.* can a SOW template be added, does the system track milestones/deliverables, can Contracted Personnel or Contractor performance be tracked with regard to such milestones/deliverables, etc.).
- 6.2.9 Describe how your system monitors Contractors and rates to ensure charges and payments stay below the job title Maximum Hourly Rates, or at the rate agreed upon by the State.
- 6.2.10 Describe how RFS responses can be screened and/or ranked in your system, and what information is required of the hiring managers and Contractors to determine the ranking.
- 6.2.11 How does your company screen or vet resumes to ensure that only qualified and available candidates are referred to hiring managers (*e.g.* how do you ensure the stated skills of the Contracted Personnel match actual capabilities)? Do you verify professional credentials and candidate work history?
- 6.2.12 Some hiring managers may want to see the entire list of eligible candidates; others may want the referred candidates ranked and will only want to review the highest ranked candidates. Describe how your system would accommodate such flexibility.
- 6.2.13 Describe how your organization accommodates agency-specific onboarding requests and/or processes for its Contracted Personnel, where such practices may be unique from that of other client divisions. Please provide examples.
- 6.2.14 Describe your system's ability to include resumes and references along with the completed RFS.
- 6.2.15 How does your organization, and/or the VMS system, escalate issues related to referred candidates or the Contractor (*e.g.* you discover a discrepancy with a resume/candidate, the hiring manager raises a resume/candidate concern, the interview uncovers inaccuracies or other problems, etc.)? Can these types of problems be logged and tracked in the VMS system, or by your organization?
- 6.2.16 Describe the VMS system's ability to remove a Contractor or Contracted Personnel from future consideration if they have been deemed ineligible to participate for any reason. Does the solution also allow the entry of comments or a reason code to provide further explanation to Contract Users on the reason for ineligibility?
- 6.2.17 What process does your system utilize to promote competitive pricing among the Contractors who submit candidates for consideration?
- 6.2.18 Can your system target solicitations to a known subset of Contractors (*e.g.* fiscal year renewals, backfill)? If so, describe the process.
- 6.2.19 Describe processes used to notify Contractors of the following events:
 - New work opportunity (RFS)

- Interview schedule
- Candidate approved/rejected
- Closed recruitment
- Late/missing timesheets
- Contractor payment status
- Unacceptable performance
- Other applicable notifications
- 6.2.20 Describe how the VMS system accommodates billing flexibility (*e.g.* hourly, daily, or weekly rate submittal), or fixed-price project quotes.
- 6.2.21 How does your system record and process customer-approved travel expenses (*e.g.* travel costs for attending an authorized training, mandated travel to an offsite work location, etc.)? How does your system ensure travel-related expenses do not exceed State travel limits?
- 6.2.22 What capability exists in the system to accept and process an Engagement extension for Contracted Personnel?
- 6.2.23 If time entry for Contracted Personnel remains in the State's ERP system (currently PeopleSoft), how will the VMS system accommodate late time entry or corrections after the time entry data has been transferred, or the applicable payroll period has closed? Can the VMS system accommodate time file transfers and/or a real-time feed (*i.e.* have you built a file transfer process or integrative feed for other clients)? Describe these processes, and list any other client systems that have already been interfaced with the VMS solution.
- 6.2.24 The State will not likely require candidates to be removed from consideration when they have already been submitted as a candidate on another open RFS. However, if this was needed, can the VMS solution prohibit multiple open RFS submissions of the same candidate? More importantly, how does your organization notify other Contract Users when a candidate accepts another agency's offer of Engagement?
- 6.2.25 Please describe what the VMS system does to alert an Authorized User or Contract User when Contracted Personnel decide to "job shop" various agencies before their original assignment is completed? What protections or processes has your organization implemented with other clients to prevent this type of disruption in service?
- 6.2.26 Can your organization, or the VMS system, provide alerts to the contract manager if Contracted Personnel are hired into a similar Engagement with the same agency for a higher rate of pay (*i.e.* a "raise" may have been given in conflict with the State's Business Rules)?
- 6.2.27 Is your solution a vendor neutral solution (meaning that the VMS system will not give an unfair advantage to any Contractor in the placement of hourly or project-based engagements, particularly a separate entity with any form of business association to the VMS Company)? If yes, please provide details on how you ensure that competition is available?
- 6.2.28 How do you modify the VMS services, account management practices, and/or assigned personnel to account for peak periods of activity such as a fiscal year end (*e.g.* a period where

large numbers of Contracted Personnel must be renewed, new hiring initiatives, etc.)? How does the VMS solution accommodate such activity?

- 6.2.29 Please describe how the VMS system allows the tracking of expended funds against the total amount allotted in the State's original purchase order? Detail any automated or non-automated notifications that will alert the Authorized User and/or Contract User for this purpose.
- 6.2.30 How does your organization monitor, plan for, and react to changes in the contingent staffing field (*e.g.* employment eligibility requirements, legal and statutory changes, regulatory updates, geographic and market shifts, etc.)? Specifically, describe your company's ability to maintain adequate resource levels, or backfill existing contracted Engagements, when such changes occur.

6.3 Account Management

The State of Wisconsin will require a dedicated program manager for this Contract to be located in Wisconsin. The State will require a minimum of quarterly contract administration meetings. The VMS Company will incur the cost of any network and telecommunications infrastructure to facilitate receipt and delivery of work requests, time keeping, reporting, etc. The VMS Company will incur the cost of operating and maintaining an office for its contract administration staff.

- 6.3.1 Describe the account management team structure you would recommend to meet the diverse needs of the State. Include the roles, responsibilities, and reporting relationships of your account management team.
- 6.3.2 Describe how you will measure your account management team's performance. What elements of this team are most critical to its success? How do you incorporate Contract User feedback? Please provide examples where this feedback has been utilized to incorporate program improvements.
- 6.3.3 Describe your plan to manage turnover in the account team? Provide examples.
- 6.3.4 How does your organization initially determine, and regularly reassess, the size of the dedicated account management team? How do you accommodate client requests for additional staffing? Describe any additional staff, services, or tools available to the State during periods of peak activity or related to secondary program needs (*e.g.* program accounting functions, etc.).
- 6.3.5 How would you facilitate the regularly scheduled contract review meetings? What elements and issues do you believe should be included in these discussions?
- 6.3.6 How will you ensure that the agreed upon contractual service levels are met, tracked, and accurately reported to the State?
- 6.3.7 How would you assist the State in quantifying cost savings or process improvements associated with this Contract? How would you help the State identify ongoing opportunities for additional savings or process improvements during the life of the Contract? Provide any examples in which your VMS services and solution have delivered hard cost savings to your customers. Please include statistical information on total spend and hard savings, including the calculation

methodology used for determining these savings. If these examples are not from references listed previously, please include contact information for the client organization.

6.4 Core Job Descriptions

- 6.4.1 Please create a crosswalk document that compares the job titles shown on the Cost Sheet (attached in Appendix A: Cost Sheets) with industry standards and other VMS programs administered by your organization. Include in your response the industry source(s) you used to create the crosswalk. Also include any suggestions related to the State's current titles and descriptions, as well as an outline for any recommended re-categorization, additions, subtractions, improvements, etc. The State reserved the right to approve or modify this list.
- 6.4.2 Describe the methodology that your organization uses to refresh this list periodically, as well as to adapt to client requests for changes.
- 6.4.3 Describe how Core Job specifications, as well as RFS submissions, are used to identify Contracted Personnel with appropriate skill sets for that particular Engagement.
- 6.4.4 Describe the processes or procedures that your organization has utilized to provide clarity to Contractors regarding end user needs and specific RFS requirements (*i.e.* have you implemented processes designed to clarify your clients' requests to ensure that the best candidates are matched to the project and submitted by the Contractors).

6.5 Rates for Core Jobs (Note: Do not include actual rates in the response to this section)

- 6.5.1 Describe the methodology and sources you used to arrive at the Maximum Hourly Rates proposed in the Cost Proposal.
- 6.5.2 Explain how you factored in local market conditions, including the availability of Contracted Personnel with appropriate skill sets.
- 6.5.3 Describe how your organization works with clients to refresh Maximum Hourly Rates, how frequently you recommend that rates be refreshed (subject to State approval), and the sources you will use to assess the market rates.
- 6.5.4 Discuss how a temporary rate can be applied during training periods, and explain the transition to a higher rate when the training period ends.
- 6.5.5 Describe the process you use to determine a rate for special requests. (See 6.2.5)

6.6 Performance Management

6.6.1 Describe how you evaluate the performance of Contractors and Contracted Personnel assigned to your clients. Provide the internal performance standards and methods your company uses to measure performance for on-site Contracted Personnel.

- 6.6.2 Describe how your company obtains and uses feedback from customers regarding performance of Contractors and Contracted Personnel. Is the feedback mechanism integrated into the proposed VMS system? Does your feedback system use narrative input, drop down boxes, and/or radio buttons? If so, which?
- 6.6.3 What Contracted Personnel performance information is shared with your customers when those parties are forwarded for consideration?
- 6.6.4 How do you measure customer satisfaction with your VMS services and system? Describe any SLAs and/or KPIs in use with your current customers.
- 6.6.5 For each of the customers you included on DOA-3478: Vendor Reference, please provide the SLAs and/or KPIs you have in place with each of these companies, as well as an analysis of your compliance and success in adhering to those metrics.
- 6.6.6 What process and criteria do you use in determining if a Contractor should be disqualified? What process and criteria do you use in determining if a Contractor should be terminated? In the event the disqualification or termination impacts current Engagements, describe the processes you utilize to minimize the impact to the Contract Users. Describe in this response how you have incorporated and managed Contractor SLAs on behalf of clients, and how your organization uses those SLAs to ensure that the VMS Company's service level obligations are met.
- 6.6.7 Does your organization utilize the services of an independent auditor to evaluate program data (*e.g.* time records, invoicing and payment, program compliance, etc.)?
- 6.6.8 Do you have a contracts and legal group to review all supplier agreements and insurance requirements, and if so please describe this group and any other of its functions?
- 6.6.9 How does your organization ensure compliance with client business rules, as well as monitor and report any other questionable program activity (*e.g.* Contracted Personnel serving in a management capacity, participating in hiring/termination, etc.)?

6.7 Time Keeping, Invoicing, and Contractor Payment

- 6.7.1 Describe how your organization handles daily or weekly time sheets and project milestone billing, and any differences for clients with an internal time entry system.
- 6.7.2 The State will require separate invoicing by Agency (and sometimes by Division, etc.) and purchase order number. Please describe how your billing system will accommodate this level of detail.
- 6.7.3 Does your system offer a Web-based time entry system for Contractors/Contracted Personnel? If so, how does it work? What sort of computer and/or Internet access is required to use the system?

- 6.7.4 Please describe how you secure client approval for the hours worked by Contracted Personnel, including through the use of the VMS system or a client's internal system. Are multiple levels of approval allowed, and how is access to the approval system controlled? Describe how your system would accommodate varying approval processes by Authorized Users using different workflow tools and systems.
- 6.7.5 Describe how your organization processes time entry and invoicing exceptions, and conveys those exceptions to the relevant client representatives (e.g. Contracted Personnel time is entered after the time file transfer has been sent, time was entered inaccurately and requires correction, the invoice has a line item from outside of the billing period at issue, etc.). What type of supporting information or documentation do you provide when an invoicing exception occurs?
- 6.7.6 How does your system track change orders (*e.g.* changes to the amount of the purchase order, accounting code changes, etc.) or changes made by approvers?
- 6.7.7 How does your system handle the ability to retract time approvals? How are such retractions tracked?
- 6.7.8 The State of Wisconsin has a Prompt Payment law that requires payment to vendors within thirty (30) days of receipt of a properly submitted invoice unless a good faith dispute of the invoice is filed. Describe your payment cycle for Contractors. How do you invoice for the services of Contractors? How would you accommodate invoices to multiple agencies/entities under this Contract? Describe your method of payment options. Does your organization provide or facilitate a prompt payment discount for clients that pay at or before the invoice deadline? Please detail such discounts or incentives.
- 6.7.9 Describe how your system tracks and accommodates individual Contracted Personnel who are working two or more Engagements, each with a different rate, at one or more agencies. Can the system track different job centers or tasks within the same Engagement (*e.g.* Contracted Personnel are engaged at a single Agency but bill their time back to different tasks, grants, funding streams, etc.)?
- 6.7.10 The VMS Company must ensure that timely payments made by the State for work performed are received by the Contracted Personnel within 15 calendar days of the State's payment date to the VMS Company. How do you monitor prompt payment from the Contractor to the Contracted Personnel?
- 6.7.11 Contractor delays in making payments to Contractor Personnel could jeopardize important work for the State. Please describe in detail how payment data is used to identify potential financial instability issues among Contractors. Does your organization employ other methods to verify financial instability?

6.8 Conversion and Implementation Services

6.8.1 Provide an overview of your implementation strategy. What software system are you proposing for the VMS solution, and how would you propose to implement the VMS system for the State?

- 6.8.2 Provide an estimated implementation and delivery timetable. Is there a major release of the proposed system planned that may impact the implementation schedule? If so, explain the impact. What are the critical components of a VMS implementation? What responsibilities and activities will you expect the State to perform during the implementation process?
- 6.8.3 Provide an overview of your implementation team. Include the background and experience of staff assigned to convert and implement the VMS system in Wisconsin, specific roles and responsibilities of VMS staff, and the time commitment the State can expect from these individuals. Describe the transition process from the implementation team to the ongoing account management team. Do you anticipate using subcontracted consulting services during the VMS system implementation, and if yes, please provide additional detail relative to this aspect of the implementation process.
- 6.8.4 Provide a comprehensive transition plan including the timeline showing how you will transition all existing Contractors and Contracted Personnel into the proposed vendor management system no later than July 1, 2018.
- 6.8.5 Describe how problems that arise during the implementation process will be identified and resolved within 24 hours.
- 6.8.6 Provide an overview of your transition services team, and draw a distinction, if any, between the implementation services and transition services team. Please highlight previous experience of this staff in transitioning a competitor's VMS services and system to your services and system. Ensure that the references provided include clients that have experienced this transition process, if any.
- 6.8.7 Describe the typical model(s) used by your organization to transition VMS services from the incumbent vendor to your organization. How do you usually manage this process and the outgoing vendor? How and why has this varied with different clients and vendors, and what have you done to adapt?
- 6.8.8 Describe how your company would handle a client request to internalize the VMS system during the term of the Contract (*e.g.* the State would self-license a system for more efficient long-term control over its data). Would your organization be willing to reassess the VMS Fee based upon the reduction in licensing costs and/or other benefits realized from this switch? If the State were to pursue self-licensing of the VMS system you have proposed, would that further impact the decision to reassess the VMS Fee?

6.9 Reporting

- 6.9.1 Describe how the VMS system supports detailed user-defined reporting at the statewide, department, and program unit levels. Provide printed examples of your most frequently used reports.
- 6.9.2 Describe the electronic formats in which reports can be delivered, and how reports are printed by Authorized Users and Contract Users. Also detail your system's ability to self-generate or

preview reports online, including customized reports from live data. Explain how system security and authorization features apply to reporting.

- 6.9.3 List and describe the various types of management reports your company can provide. Indicate whether these reports can be sorted by the customer. Is the data available for download by Authorized Users or Contract Users? Describe the export and data transfer technology that would be used/required.
- 6.9.4 Please explain the VMS system's capability to generate custom or ad-hoc reports, and the services provided by your organization to create such reports directly for the State and Authorized Users. Is ad-hoc reporting accomplished using a current data set or are reports run against a reporting database (*i.e.* are reports run against an extract of your database that is updated)? Please describe how often data is updated.
- 6.9.5 Will your system allow queries to be run by individual VMS system users? Please describe how the system:
 - Provides ease of use in obtaining discrete data elements
 - Provides built in security features for the query tools
 - Uses security rules defined in the system to govern application and data use
 - Provides the ability to query name information phonetically (e.g. "sounds like") or in English
 - Describe how security and authorization applies to querying

6.10 Support, Consultation, and Training

- 6.10.1 Provide a detailed training plan for all system users, including client end users, Contractors, and Contracted Personnel. Please include in your plan the methods used (instructor led, distance learning, "train the trainer," CBT, on-line tutorial, training libraries, etc.), locations, and frequency of offerings. Identify standard training, and any customized training which reflects individual department or institutional needs, and include any limitations such as class sizes, locations, and time limits.
- 6.10.2 Describe on-going support available to end users including hotline or toll free numbers, day and time availability, and any restrictions. Customer support is required via a toll-free number from 8:00 a.m. 5:00 p.m. CT; Monday Friday except for State Holidays. Does the VMS system include email or instant messaging support, a "help" function, a "FAQ" section, or other inherent support tools?
- 6.10.3. Identify the amount of staffing that is devoted to customer support that may be accessed by Authorized Users and Contract Users.
- 6.10.4. How do you provide help-desk support for the proposed VMS system? What specific help-desk services are offered? Please list any web sites used for support purposes.

7.0 TECHNICAL PROPOSAL REQUIREMENTS

Per Mandatory Requirement 4.1.18, the Proposer must supply a VMS system that is accessible via standard web browsers and resides on a secure server. Considering the State's mission, objectives,

challenges, and broader vision as identified in this RFP, for each of the items listed in Section 7, please include a narrative description that generally describes how the technology you have proposed accomplishes the State's objectives or performs the tasks in question.

7.1 Ease of Use

- 7.1.1 Describe system features that will ensure uncomplicated, intuitive use by State personnel.
- 7.1.2 Describe how an end user navigates among application pages. Address function flow (*e.g.* hierarchical vs. event-driven) and the ability to customize page flow to meet individual preferences.

7.2 Site and System Administration

- 7.2.1 Describe in detail how your system handles system administration tasks including:
 - Archiving
 - The ability to produce and track system statistics
 - The ability to produce user usage statistics reports
 - Batch utility to create, copy, archive, and delete files
 - How technical and system bugs are reported and resolved
- 7.2.2 Describe in detail how your system manages user accounts. Describe how your system provides for:
 - User creation and management
 - User name and password security
 - Levels of user access
 - The ability to change a password
 - Default e-mail
 - User information
 - Account recovery
 - Role based filtering of report data

7.3 System Communication and File Management Tools

Describe in detail the communication tools provided in your system including features such as automated messaging and event notification, data extraction and export functions, file exchange capabilities, and file types supported.

7.4 **Operating Environment**

- Identify all browsers, including versions, for which the web clients of the system are available. Internet Explorer, Microsoft Edge, Chrome, and Mozilla Firefox must be the only required software with no plug-ins or applets required on the end user's computer.
- For new releases of the system, identify the order, including elapsed time and versions, in which the above required browsers are supported.
- What is the general frequency of new releases?
- Is the VMS system available in a mobile application version?

7.5 Security

- 7.5.1 The website and web services must be encrypted to meet federal security requirements; encryption shall be a minimum of 128 bit. Please describe your company's experience developing and implementing web solutions to meet these and other standards.
- 7.5.2 The VMS system must be secure and safe from attack. Describe the measures your company takes in web applications to prevent against each of the following:
 - Injection
 - Cross-Site Scripting
 - Broken Authentication and Session Management
 - Insecure Direct Object References
 - Cross-Site Request Forgery (CSRF)
 - Security Misconfiguration
 - Insecure Cryptographic Storage
 - Failure to restrict URL access
 - Insufficient transport layer protection
 - Invalidated redirects and forwards
- 7.5.3 Describe the VMS solution's authorization system. Include a description of how the system determines authorization for initial access, module access, database access, record access, program access, and field access.
- 7.5.4 Describe any logs the system maintains on system usage, unauthorized attempts to access the system, system functionality, and/or specific data.
- 7.5.5 Describe your data back-up and disaster recovery plans.
- 7.5.6 Describe how security is administered. Include a description of the system's ability to delegate administration to institutions, departments, and users; how users and roles are added and deleted; how passwords are maintained, and whether or not any of the administration can be automated. Also, identify any security administration that does not take effect immediately when the security rules are entered or stored.
- 7.5.7 Describe how your company manages and secures PII or other information that is regulated and/or restricted (*i.e.* SSN, Birth Dates, Driver's Licenses, etc.)
- 7.5.8 Describe how your company's VMS system is hosted and the location of the data. That data shall be maintained in the continental United States.
- 7.5.9 Describe the VMS system architecture, and whether the solution is shared by multiple clients. If the VMS system is shared by multiple clients, how will the State of Wisconsin's data be segregated?

7.6 System Availability and Performance

7.6.1 The State of Wisconsin desires to implement a system with a record of 99.9% availability on a 24x7 basis, 365 days/year. What is the average monthly system availability for your system?

Over what span of time has this uptime capability been measured on the current version of the system? How do you schedule downtime for the VMS system, and what notification processes are utilized?

- 7.6.2 What is the VMS system's average response time for transactions?
- 7.6.3 Are there limitations on the maximum number of users that can be supported and/or the maximum number of concurrent users?
- 7.6.4 Describe any potential limitations to the proposed system.
- 7.6.5 How long has your organization been utilizing the VMS system being proposed here for the type of services requested in this RFP?

8.0 Cost Proposal

8.1 General Instructions on Preparing Cost Proposals

Proposer must use Appendix A: Cost Sheets to submit the Cost Proposal(s) as instructed in Section 2.3. Proposer is required to complete all mandatory fields on the cost sheet. Failure to properly complete the cost sheet as instructed will result in disqualification of the Proposal.

Note: All forms found in Appendix A: Cost Sheets must be submitted together in a **separate** envelope from the written proposal.

All costs/fees owed by the Contractor to the VMS Company must be deducted from the payments to Contractor. The State will not pay any separately invoiced out-of-pocket costs/fees to the VMS Company. The VMS Company will invoice the State directly for the work performed under the established rate for the project provided in response to an RFS, and any fees owed to the VMS Company will be deducted prior to reimbursement of the Contractor. Only billable hours worked by Contracted Personnel (and deliverable-based payments for projects if this format is implemented at a later date) will be subject to the VMS Fee.

<u>Appendix A – Max Hourly Rate (235 Points)</u> The Proposer must submit a Proposed Maximum Hourly Rate for each position shown on the "Max Hourly Rate" tab of Appendix A. Failure to include a Proposed Maximum Hourly Rate for each position will immediately disqualify the Proposer from further consideration.

<u>Appendix A – VMS Fee (65 Points)</u> The Proposer must submit the VMS Fee that it intends to charge the Contractor. Failure to propose a percentage will result in disqualification of proposal.

It is the intent of the State to minimize costs, and Cost Proposals should be submitted with an awareness of that intent.

8.2 Cost Scoring

Scoring for Proposed Maximum Hourly Rates. Each of the lowest priced Maximum Hourly Rates for a Job Title and Level will be determined using a consistent methodology across all Proposals (*i.e.* all

proposed rates will be reviewed and the low-cost submission for each Job Title and Level will receive the maximum point total possible; a maximum point total has been assigned to each Job Title and Level based on weighting assigned by the State). The State has assigned predetermined point totals and weighting for each Job Title and Level in advance of Proposal submissions, and the weighting and scoring structure can be reviewed at the Intent to Award phase upon request. The lowest cost proposed for each Job Title and Level in Appendix A: Cost Proposal will receive the maximum number of assigned points (*i.e.* if a single Proposer were to propose the lowest cost for every Job Title and Level, they would receive the maximum of 235 points for this section; an award will not be made on a line-by-line basis for each Job Title and Level, but rather on the aggregate score of all Job Titles and Levels). All other Proposals will be scored using the following formula:

Lowest Proposed Job Title and Level <u>Cost (constant)</u> Other Proposer's Job Title and Level Cost (varies according to Proposal being scored)

X Job Title/Level Points = **Final Score**

Calculation of points awarded to subsequent Proposals will use the lowest proposed Maximum Hourly Rate for each Job Title and Level as a constant numerator and the other Proposer's Maximum Hourly Rate for each Job Title and Level as the denominator. The result is then multiplied by the points assigned to the Job Title/Level to calculate the final score.

Scoring for VMS Fee. The lowest VMS Fee proposed in the submitted Cost Proposals will receive the maximum of 65 points for this section. All other proposals will be scored using the following formula:

Lowest Proposed VMS Fee (constant) X 65 points = Final Score (varies according to Proposal being scored)

Calculation of points awarded to subsequent Proposals will use the lowest VMS Fee percentage as a constant numerator and the VMS Fee of the firm being scored as the denominator. The result is then multiplied by 65 to calculate the final score.

8.3 **Price Clarifications**

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

8.4 Firm Pricing

The Maximum Hourly Rates ultimately agreed upon shall not be exceeded during the initial two-year Contract term.

The agreed upon VMS Fee percentage must remain fixed during the life of the Contract, including all renewal periods, unless that fee is lowered.

8.5 Price Increase Requests

Price increase requests, and VMS Company suggestions for rate increases based on the current market, for any Maximum Hourly Rate must be received by the Contract Administrator, in writing. If the Contract Administrator deems the cost increase documentation to be insufficient, he/she reserves the right to request further information. Any requested rate increases may be rejected by the State in its sole discretion. The VMS Fee will not be increased during the life of the Contract.

8.6 New Services or Job Titles

All pricing for new services and job titles proposed to be added during the term of the Contract is subject to negotiation with, and the approval of, the Contract Administrator. The approved Maximum Hourly Rates shall be considered a "not to exceed" price, meaning the State may pay less than but shall never pay more than that price, and the VMS Fee will remain the same for any such additions.