

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

State Bureau of Procurement
Wisconsin Department of Administration
101 East Wilson Street, 6th Floor
Madison, WI 53703-3405

If using PO Box, P.O. Box 7867
Madison, WI 53707-7867

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

☐ Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **28073-AW**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

2:00:00 p.m. CT, Tuesday, July 10, 2012

Public Opening ☐

No Public Opening ☒

Name (Contact for further information)

Andrea Welch

Phone

(608) 264-9775

Date

May 14, 2012

Quote Price and Delivery FOB

n/a

Description

**Statewide Self-Funded Web Portal
RFP # 28073-AW**

Payment Terms: n/a

Delivery Time: n/a

☐ We claim minority Proposer preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Proposer must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We claim certified disabled veteran-owned business preference. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED disabled veteran-owned business. Proposer must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702..

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole
Proprietor (Voluntary)



**STATE OF WISCONSIN
REQUEST FOR PROPOSALS (RFP) # 28073-AW
for
Statewide Self-Funded Web Portal
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1. GENERAL INFORMATION

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a statewide self-funded managed web portal (referred to throughout as “the Portal” and/or “Wisconsin.gov”).

The State of Wisconsin (State) as represented by the Department of Administration (DOA) intends to use the results of this solicitation to award a contract for the development of, transition to, and operation and maintenance of the Portal.

1.2. Statement of Purpose

In response to citizen and private sector business (customer) demand for new online services and an improved portal, the State has determined that a self-funded model for its portal to e-Government services is the best way to meet customer demands and capitalize on cutting-edge technological advancements.

When Wisconsin.gov is the first stop for Wisconsin government information and services its value will be realized. As such, Wisconsin.gov must sustain and leverage its past successes to benefit Wisconsin through additional services, more cost-effective service provisioning, and greater usage of those services.

The current model of Wisconsin.gov has been successful in achieving its original goals. However, there are abundant opportunities for new ideas, approaches, and successes that take full advantage of technology developments to meet citizen expectations for e-government better. The State envisions a portal organized by citizen needs.

1.2.1. Value to the Public

A successful portal will become the first choice for citizens needing to obtain government data or transact business with state agencies allowing Wisconsin citizens to receive government services without navigating a maze of disparate and duplicative internet sites. Citizen interaction with Wisconsin.gov will be productive and informative. This will be achieved through a customer-centric approach offering the public an intuitive way to access current applications and use new functionalities while respecting user-learning preferences and by offering the right services and information.

1.2.2. Value to the Business Community

In addition to the value to the public, the business community will benefit from a successful portal because it will reduce the cost of doing business with government. The business community will benefit from improved service efficiency and a more productive relationship with agencies that use the Portal to introduce new applications to meet rapidly changing demand.

1.2.3. Value to Government

A successful portal will increase the ability of all levels of government to collaborate more effectively, eliminate unnecessary duplication of effort, and engage in an ongoing, cooperative process of service improvement.

1.3. Scope of Work

The State anticipates that a self-funded model will:

1. Provide a cost-effective way to invest in new technology
2. Facilitate the development and deployment of new online applications without up-front capital or operational expenditures
3. Provide state agencies with the tools needed to improve intergovernmental collaboration
4. Support improved delivery of government data and services to its customers
5. Provide an interactive, one-stop shop for customers to access improved e-government services
6. Build a system that allows the State to continually improve and ensure efficient delivery of services

The Contract resulting from this RFP requires the enhancement and creation of applications for Wisconsin.gov. All services must be delivered using a self-funded application model based upon state agency transaction and service fees capable of funding initial and ongoing operation of the portal and portal transactions where a portion of the money collected by the Portal will be shared between the Contractor and the State. The hosting facility will be provided by the State in its data center located in Madison, Wisconsin.

The scope of services for the State's web portal shall at a minimum include:

- Project management of all portal services being delivered under this Contract
- Delivery of services through an identity access management infrastructure
- Support services including 24/7/365 help desk and online support for users
- Support and maintenance of the technologies used to create and manage the portal
- Maintenance of and upgrades to existing applications, and development of and integration with new applications for the Portal.
- Design, creation and continual improvement of the single entry point for Wisconsin online services and information that is easy to use and feature rich.
- Marketing and publicizing the Portal's availability and services to citizens and businesses to increase utilization of the services it offers.

1.4. Background and History

In September 2000, Governor Tommy Thompson issued Executive Order # 408, which required state agencies to "create an internet-based service center giving Wisconsin citizens secure and reliable access to core state government service." The Portal was designed as a gateway to state agency web sites.

1.4.1. Current Operations

Online services for vehicle registration, licenses and permits, employment, and small business services, for example, are managed by each individual agency on separate agency-managed platforms.

The current portal contains several database driven applications, including:

- Employment in Wisconsin – Automated job search, online job application, and an automated email notification system that individuals can set up with their own criteria.
- Licensing and Permitting – Helps individuals and businesses find licensing and permitting information including online applications and forms.

- Health and Human Services – Database of guides and fact sheets which is searchable by audience, keyword or category.
- Administrative Rules – A citizen-facing application to post pending administrative rules and receive citizen feedback.

The Portal has been extremely reliable, averaging over 99.9% availability and very few outages. Procedures are in place to allow the Portal to stay up and running during nearly all system maintenance windows. See Attachment A-Portal Statistics for statistics related to Wisconsin.gov usage and e-Payment transaction data.

1.5. Procuring and Contracting Agency

This Request for Proposal is issued by the 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 Andrea Welch.

The contract resulting from this RFP will be administered by the DOA's Division of Enterprise Technology. The contract administrator will be determined by the time of contract negotiations.

1.6. Definitions

For the purposes of this RFP and resulting Contract, the following definitions of terms shall apply, unless otherwise indicated:

"Agency or State Agency" means the Wisconsin Department of Administration (DOA) or any other agency of the State of Wisconsin, as defined by Wis.Stats. 16.70.

"Agreement" means the final version of any contractually binding agreement between the Wisconsin Department of Administration (DOA) and the Contractor relating to the subject matter of this Request for Proposal (RFP); references to the Agreement include all Exhibits, Attachments, and other documents attached thereto or incorporated therein by reference.

"Breadcrumb" means a navigation technique used in user interfaces. Its purpose is to give users a way to keep track of their location within programs or documents and retrace their steps, if necessary.

"Change Request" means a request for authorization to make a change in the Services or Deliverables under this Agreement.

"Citizen" means any member of the public.

"Confidential Information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information designated as confidential in writing by the State.

“Contract Term” means the initial term of the Contract, any renewals and/or extensions.

“Contracted Personnel” means Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to perform work under this Contract.

“Contractor” means a Proposer that is awarded a Contract under this RFP.

“Contractor Portal Fee” means that portion of the Portal Fee that shall be paid to the Contractor for providing Statewide Self-Funded Web Portal Services.

“Custody Appropriation” means an account that is established to allow state agencies to collect and disburse moneys that are payable to persons other than the State.

“Customer” means, collectively, any entity designated by DOA to receive Services under the Agreement, whether directly from Contractor or from DOA.

“Department” means the Department of Administration.

“DET” means Division of Enterprise Technology

“Division” means a sub-unit of a state agency, an organizational unit internal to a state agency.

“DOA” means Department of Administration, State of Wisconsin.

“DVB” means Disabled Veteran-owned Business

“Effective Date” means the date the Contract has been fully executed by the Contractor and the State, i.e., the date of the latter date of signatures required. **“Electronic Signature”** means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record, Wis.Stats. 137.11(8).

“Key Personnel” means Contracted Personnel that play a lead and critical role in providing Services during the Contract Term.

“Level I Support” means support that is provided as the entry point for inquiries or problem reports. If Level I personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate personnel or third party for resolution.

“MBE” means Minority Business Enterprise.

“Merchant Processing Portal Fee” means Interchange, Association, authorization, and other fees charged or passed-through by the State’s merchant processor for processing credit/debit/ATM card payments.

“Municipality” means any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in this agreement per ss. 66.0301(1) and (2), Wis.Stats.

“Parties” means the State of Wisconsin and Contractor, collectively.

“Party” means either the state or Contractor, individually.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the individual’s date of birth; (d) the number of the individual’s financial account,

including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

"Proposal" means the complete response to this RFP submitted on the approved forms and setting forth the Proposer's prices for providing the products and services described in the RFP.

"Proposer" means any agency, firm, organization, corporation, association, joint venture, or partnership submitting a Proposal in response to this RFP. The terms "Proposer" and "Vendor" are used interchangeably.

"Public Information" means information that (i) is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.

"RFP" means Request for Proposal.

"SBOP" means the Department of Administration's State Bureau of Procurement.

"Scope of Work" means the description of Services and Deliverables specified in this Contract, the RFP, and any agreed modifications thereto.

"Security Incident" means an unauthorized act or circumstance against any system or data contained within that deviates from the confidentiality, integrity, or availability of predefined policies and procedures.

"Service Level Agreement (SLA)" means a negotiated agreement between Parties that contains service performance metrics with corresponding service level objectives.

"Services" means all actions, recommendations, plans, research, customizations, modifications, documentation, and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

"State Revenue Sharing Portal Fee" means that portion of the Portal Fee returned to the State as revenue sharing.

"State" means the State of Wisconsin.

"Subcontract" means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"Subcontractor" means a party to a Subcontract.

"Vendor" means company/firm/individual submitting a Proposal in response to this RFP. The terms "Proposer" and "Vendor" are used interchangeably.

"Wisconsin.gov" means the current Wisconsin portal and a placeholder name for the resulting program, portal, and web site from this RFP.

1.7. Clarifications and/or Revisions to the Specifications and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer shall immediately notify Andrea Welch 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) to Andrea Welch at andrea.welch@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 posted on VendorNet.

1.8. Contact with State Employees

From the date of release of this RFP, until a Letter of Intent to Award a Contract is issued, all contacts with State of Wisconsin personnel regarding this RFP shall be made through Andrea Welch with the State Bureau of Procurement in the Division of Enterprise Operations (andrea.welch@wisconsin.gov). **Phone calls to state staff regarding this procurement are not permitted during the procurement process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal.**

1.9. 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.

1.10. Proposer Conference

The State does not intend to hold a Proposer Conference (aka Vendor Conference) prior to the RFP due date. However, there will be two rounds of Proposer questions and State responses (see Calendar of Events for dates). All questions must be submitted in writing via e-mail to Andrea Welch (andrea.welch@wisconsin.gov) by the corresponding deadlines. Proposer questions along with the State's responses will be posted on the VendorNet website.

1.11. Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a presentation or demonstration, contact Andrea Welch at andrea.welch@wisconsin.gov.

1.12. 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
Monday, May 14, 2012	Date of issue of the RFP
2:00:00 p.m. CT, Tuesday, June 5, 2012	Deadline for submitting written questions
Tuesday, June 12, 2012	State responses to submitted questions posted to the VendorNet website
2:00:00 p.m. CT, Tuesday, June 19, 2012	Deadline for submitting follow up questions
Tuesday, June 26, 2012	Final round of State responses to submitted clarification questions posted to the VendorNet website
2:00:00 p.m. CT, Tuesday, July 10, 2012	Responses Due from Proposers
Week of July 23, 2012	Demonstrations by invited Proposers or on-site visits by evaluation committee.

1.13. Contract Term

The term of the Contract is anticipated to be five (5) years with five (5) one-year renewals possible by mutual consent. The specific terms and conditions of the Contract will be negotiated after a winning Proposal is selected and a letter of Intent to Award is sent to that Proposer.

1.14. Contract Volume

The State shall not guarantee current or future transaction volumes. The State cannot estimate the volume of work that will be required as part of this Contract. The State makes no guarantee of a minimum or maximum volume or dollar value for this Contract.

1.15. VendorNet Registration

Only Proposers registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin purchasing information and Proposer/proposer notification service is available to all businesses and organizations that want to sell to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us/vendornet/default.asp> to get information on state purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Proposers may use the same Web site address for inclusion on the Proposers list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without internet access receive paper copies in the mail. Increasingly, State agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Proposers also may receive e-mail notices of these simplified bid opportunities.

2. PREPARING AND SUMITTING A PROPOSAL

2.1. General Instructions

The evaluation and selection of a Contractor, and the terms of the Contract will be based on the information in the submitted Proposals and any required on-site visits, oral interviews or demonstrations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2. Incurring Costs

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

2.3. Submitting the Proposal

Proposer shall submit an original and seven copies of its Proposal document for a total of eight (8) hard copies and one electronic version on either a CD or USB Flash Drive of all materials required for acceptance of its Proposal by the deadline shown on the Request for Proposal form to:

USPS ADDRESS

Andrea Welch, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
PO Box 7867
Madison, Wisconsin 53707-7867

COMMON CARRIER ADDRESS

Andrea Welch, Procurement Manager
State Bureau of Procurement
Wisconsin Department of Administration
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

Proposals shall be received by the above office no later than **2:00:00 p.m. CT. on Tuesday, July 10, 2012.** All Proposals shall be date and time-stamped in by the State Bureau of Procurement prior to the stated opening time. Proposals not so stamped shall be considered late and shall be rejected. **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 Request for Proposals.**

All Proposals shall be packaged, sealed, and show the following information on the outside of the package:

- Proposer's (Company) Name and Address
- Request for Proposal Title
- Request for Proposal Number
- Name of Procurement Manager
- Proposal Due Date

2.3.1. Cost Proposal Submission

Proposers shall submit an original and seven copies of its Cost Proposal for total of eight (8) hard copies and one (1) electronic version on either a CD or USB Flash Drive.

Cost Proposal shall be sealed and submitted as a separate part of the Proposal. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP (Name of RFP)." The Cost Proposal shall be packaged, addressed and sealed in the same manner as described above. The Cost Proposal is due to the addressee on the same date and time previously mentioned.

PROPOSALS THAT ARRIVE UNPACKAGED OR UNSEALED SHALL NOT BE ACCEPTED.

2.4. 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 typed and submitted on 8.5 by 11 inch paper bound securely. Proposal covers must include, at a minimum, the RFP name and number, and the Proposer's name. Proposals shall be organized and presented in the order and by the numbers assigned in the RFP. Proposals shall be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 – RFP Cover Sheet: Completed and signed Cover Sheet (DOA-3261 (R08/2003)). If applicable, be sure to check the appropriate box indicating that Proposal is being submitted by a Wisconsin-certified MBE or DVB.

Tab 2 - Table of Contents: Provide a table of contents listing each section of the proposal, including the attachments specified in this RFP and any additional materials submitted along with the corresponding page numbers.

Tab 3 – Transmittal Letter: Provide a transmittal letter that clearly identifies the Proposer's organization and all Subcontractors. The Proposer's transmittal letter shall be signed by an officer, principal or agent of the Proposer's organization who is solely authorized to commit the organization to the terms and conditions of the contract which will result from this procurement.

The transmittal letter shall state in boldface type:

(Proposer's Name) hereby represents and warrants it has analyzed the State's RFP; understands the State's requirements; and agrees to be bound by the terms and conditions of the Proposal for 180 days after the submission deadline, or longer if the Proposal is included in a contract with the State.

Furthermore, (Proposer's Name) is an expert in the types of systems, functions and tasks proposed, and understands that the State will be relying on this expertise.

Additionally, (Proposer's Name) will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (Proposer's Name) hereby warrants that the State can rely on these as inducements into any subsequent contract, and be made a part thereof.

Via the transmittal letter, the Proposer shall also:

1. Indicate that it 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 (1) interpretation;
2. Include a statement that the its 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;
3. Include 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;
4. Include a statement that it has not paid, and shall not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Further warranting that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the awarded Contract; obligation or contract for future award of compensation as an inducement or consideration for making the awarded Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts.
5. Include 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;
6. Include a statement acknowledging the Proposal conforms to all rights of the State including procurement rules and procedures articulated in this RFP; and
7. Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect.

Tab 4 - Response to Mandatory Requirements: Complete the requirements matrix as directed in Attachment D - Mandatory Requirements Response Matrix specified in Section 4 of this RFP. Include any requested documentation.

Tab 5 - Response to General 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 - Proposer Customer Information: Include all information as required in Section 5.4

Tab 7 - Financial Information: Provide the information and documentation specified in Section 5.7 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 8 - Executive Summary: The Executive Summary must be limited to no more than five (5) pages and must provide all information as required in Section 6.1. The Executive Summary must not reference any information from Proposer's Cost Proposal.

Tab 9 - Response to Technical Requirements: Provide a point-by-point response to each operational 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. Note: Response to Section 6.1 Executive Summary shall be included in Tab 6.

Tab 10 - Terms and Conditions (Attachment G): The attachment provided with this RFP represents the terms and conditions which the State expects to execute in a contract with the successful Proposer. Proposers must respond to the provisions contained in this document according to the instructions provided. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 11 - Potential Contract Attachments and Appendices: Include a copy of any license agreement(s) (hardware and/or software) or other documentation such as Statements of Work, Change Order templates, etc., that Proposer anticipates including as part of the Contract. Upon the request of the State, Proposers shall provide all documents in an electronic editable format. Proposers may not submit their own master agreement as a substitute for responding to Attachment G.

Tab 12 - Required Forms: Include here the completed Affidavit, Vendor Agreement, Vendor Data Sheet and any other forms required in the RFP

Under Separate Cover - Cost Proposal Information: Provide cost information as requested in Section 8. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. 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 RFP.

2.5. Oral Presentations and Site Visits

Top scoring Proposer(s) based on an evaluation of the written proposal will 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 agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of its Proposal.

2.6. Demonstrations

Top-scoring Proposer(s) will be required to conduct a formal presentation and accompanying demonstration detailing its recommendations for the implementation and support of the Department of Natural Resources' Automated Customer Service Business System. Detail regarding the systems requirements may be found in Attachment H-DNR Automated Customer Service Business System with appendices in a separate document. Final details regarding the agenda for and format of such presentations shall be provided to Proposers at the time presentation schedules are confirmed.

Proposers may be required to install and demonstrate its product(s) and/or service(s) at a State site. Product(s) being demonstrated must be delivered to the State site upon two (2) weeks' notice by the State to the Proposer(s) and must be installed and ready for the demonstration within one (1) week of delivery. The State will furnish detailed specifications concerning the demonstration site and the particular test it will 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) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that 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 Proposal.

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 shall be identical in every respect to those which will be furnished if a contract results.

2.7. 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.

2.8. Bonds and Letters Of Credit

The successful Proposer may be required to secure its Contract performance by submitting either or both of the following prior to the execution of the Contract:

- (1) a performance bond issued by a surety company acceptable to the State, and authorized to do business in Wisconsin, in the amount of up to five percent (5%) of the base price of the successful Proposal as accepted by the State. The performance bond shall be in a form prescribed by the State and shall guarantee the selected Proposer's Contract performance and provide for the State's liability, loss, damage, or expense as a result of the Contractor's failure to fully and completely perform.
- (2) an irrevocable letter of credit issued by a commercial bank acceptable to the State and authorized to do business in Wisconsin, in the amount of up to five hundred thousand dollars (\$500,000.00) to the State as beneficiary, in order to allay the short term cost and expense of transitioning to the surety or subsequent contractor in the event the selected Proposer is unable to fulfill its Contract obligations, requiring the State to exercise the performance bond.

2.9. 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 or upon expiration of 180 days after the due date and time if received by the procurement manager. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the procurement 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. PROPOSAL SELECTION AND AWARD PROCESS

3.1. Preliminary Evaluation

The Proposals will first be reviewed to determine if they contain the required forms, the submittal requirements and that all mandatory requirements are met. Failure to do so may result in the Proposal being rejected. In the event no Proposers meet one or more of the specified requirements, 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. Proposers shall not contact any member of an evaluation team. Proposals from certified Minority Business Enterprises (MBE) 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. The State will select the highest scoring proposal based on the points awarded for overall responsiveness to the State's requirements and for cost.

3.3. Evaluation Criteria

The proposals will be scored using the following criteria. Related RFP sections are noted only as a guide to respondents. The State will consider the complete RFP response in scoring.

<u>Description</u>	<u>Section</u>	<u>Points</u>
1. Proposer Information & Organization Capabilities	Section 5	510
2. Business Capacity and Operations	Sections 6 & 7	1010
3. Cost	Section 8	167
		<hr/> 1687

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 the costs of the Proposals vary from the lowest cost proposal.

3.4. 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 substantial progress is not made in contract negotiations with the highest scoring Proposer, DOA may choose to cancel the first award and commence negotiations with the next highest scoring respondent. The State may negotiate any of the standard terms and conditions of the contract after the Intent to Award.

3.5. Award and Final Offers

The State will compile the final scores for each 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(s) may be requested to submit best and final offers. If final and best offers are requested by the State and submitted by Proposer(s), they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the State will request a final and best offer.

3.6. Notification of Intent to Award

Any Proposer who responds with a Proposal will be notified in writing of the State's intent to award the contract(s) resulting from this RFP.

After the Intent to Award is issued, copies of all Proposals will be available for public inspection from 8:00 a.m. to 4:00 p.m. at 101 E. Wilson St., Madison, Wisconsin, under the supervision of DOA/SBOP staff. Proposers should schedule a specific appointment with Andrea Welch via e-mail (andrea.welch@wisconsin.gov) to ensure that space is available for the review.

3.7. Appeals Process

Under section Adm10.15 of the Wisconsin Administrative Code, any Proposer (and certain other parties) aggrieved by the solicitation or Notice of Intent to Award a Contract issued under this RFP may protest, and appeal a denial by the procuring agency (DOA) of a protest, by filing a Notice of Intent to Protest within five (5) business days after issuance of the solicitation or Notice of Intent to Award a Contract.

The Notice of Intent to Protest must be in writing and must be served upon DOA in person or by certified or registered mail, return receipt requested to Rick S. Hughes, State Bureau of Procurement director at the following address:

USPS ADDRESS

Rick S. Hughes, Director
State Bureau of Procurement
Wisconsin Department of Administration
P.O. 7867
Madison, Wisconsin 53707-7867

COMMON CARRIER ADDRESS

Rick S. Hughes, Director
State Bureau of Procurement
Wisconsin Department of Administration
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703 3405

No electronic submission (email or text) of a Protest or Appeal will be accepted by DOA. The Protest must be as specific as possible and must identify statutes, administrative rules or procedures that allegedly have been violated.

Following service of Intent to Protest the protest itself must be served upon Mr. Hughes at the address above within ten (10) business days of the issuance of the Intent to Award a Contract.

An appeal of a Denial of a Protest must allege a violation of a statute or provision of Chapter 16 of the Wisconsin Statutes, and must be made in writing and mailed or hand-delivered to the Secretary of the Department of Administration at the following address within five (5) working days of the issuance of the denial:

USPS ADDRESS

Mike Huebsch, Secretary
Wisconsin Department of Administration
Office of the Secretary
P.O. 7864
Madison, Wisconsin 53707-7864

COMMON CARRIER ADDRESS

Mike Huebsch, Secretary
Wisconsin Department of Administration
Office of the Secretary
101 East Wilson Street, 10th Floor
Madison, Wisconsin 53703-3405

4. MANDATORY REQUIREMENTS

The following requirements are mandatory and the Proposer shall satisfy them. No explanation as to the Proposer's ability or inability to meet a requirement is required or desired.

Respond to this section using Attachment D-Mandatory Requirements Response Matrix and provide any required documentation as indicated.

Failure to meet mandatory requirements shall result in rejection of a Proposal. In the event that no Proposer is able to meet an individual mandatory requirement, the State reserves the right to continue the evaluation of Proposals and to select the Proposal that most closely meets the requirements specified in this RFP.

4.1. Proposer Qualifications

4.1.1. U.S. Executive Order #13224

State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Proposer listed in the prohibited Proposers list authorized by U.S. Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List), will not be awarded a contract as a result of this RFP. Any Proposer awarded a contract as a result of this RFP will agree that should at any time during the term of the Contract they become listed on the Terrorism List; they will promptly notify the portal governance board. The board will have the absolute right to terminate the Contract without recourse in the event Proposer becomes listed on the Terrorism List.

4.1.2. Debarment

Any Proposer awarded a contract as a result of this RFP may not be suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration (<https://www.epls.gov/>).

4.1.3. Payment of Taxes

Proposer shall be now and remain current in payment of all local, state and federal taxes, including sales and franchise taxes.

4.2. Application Hosting

The State of Wisconsin will host the newly redesigned system and all supporting components, requiring the Proposer to utilize the Wisconsin Private Cloud IaaS solution as the infrastructure service to manage portal operations. The State requires that the Contractor reimburse the State for applicable hosting costs. See Attachments E and F – DET Information Technology Business Model for additional details and rate information.

4.3. Payment Transactions

The successful solution shall integrate with state financial systems utilizing the State's Enterprise Banking Services Contract for E-Payment Gateway, merchant processing and depository services. Information regarding the State's E-Payment Gateway, Merchant Processing and Depository Services are provided within the State's Enterprise Banking Services Contract (<http://vendornet.state.wi.us/vendornet/asp/ContractDetail.asp?SystemContractNumber=2209>).

4.3.1. Enterprise Banking Services Contract

All portal applications shall utilize the Enterprise Banking Services Contract for E-Payment Gateway, Merchant Processing, and Depository Services.

4.3.2. Portal E-Payment Gateway Application

The State and the Contractor shall jointly develop a standardized portal e-payment gateway application that will be hosted by the State's E-Payment Gateway Provider under the Enterprise Banking Services Contract. This application shall be used as the base e-payment gateway application and will be configured as necessary for each new portal application that requires a payment. Please see Attachment E: E-Payment Gateway Technical Requirements for additional information.

4.3.3. Information Transmission / Collection

The Contractor shall not collect, transmit or store credit/debit card numbers or bank account numbers. The credit/debit/ATM card and e-check payment pages shall reside at the Enterprise Banking Services provider.

4.3.4. Merchant Accounts

For internal control reasons, the State shall continue to establish merchant accounts and bank accounts for the new portal e-payment gateway applications in the names of the State agencies.

4.4. Calculation of Portal Fees

The State shall authorize the Contractor to add a Portal fee to the payment amount for certain e-commerce transactions. The State and the Contractor shall work together to calculate the per-transaction Portal Fee for each new Portal application, or to establish an enterprise-wide Portal Fee. The State shall have final approval of all Portal Fees. Each Portal Fee shall contain the following separate components:

- **Merchant Processing Portal Fee** which shall be calculated by the Department of Administration – State Controller's Office. The State shall retain this portion of the Portal Fee to pay the credit/debit/ATM card processing fees related to each portal application accepting credit/debit/ATM card payments. The Contractor shall not be responsible for paying any credit/debit/ATM card processing fees.
- **Contractor Portal Fee**
- **State Revenue Sharing Fee**

4.5. Continuing Evidence of Financial Solvency

Contractor shall provide a certified public accountant's statement of tangible net worth during the term of the agreement no later than ninety (90) days after the end of each Contractor's fiscal year. Included in the statement shall be a description of any uncertainties and the potential impact of such uncertainties on tangible net worth. Tangible net worth is defined as net worth less intangible assets. Net worth can include a parent company's assets if these assets have been pledged under the conditions above if a subsidiary is the Proposer. In addition, Proposer shall provide a statement describing all unasserted and asserted legal claims, status and expected outcomes, and/or judgments, and any off balance sheet liabilities or contingencies.

During the term of the agreement, should DOA determine that evidence of Contractor's financial solvency creates a risk to the Contractor's ability to perform, DOA may request appropriate assurances acceptable to DOA that the Contractor will be able to perform and that the State will be able to continue to operate and maintain the subject matter of this procurement in the event of a failure to perform. Such assurances may consist of a performance bond or other financial instrument or mechanism to protect the state against losses in the event of the Proposer's failure to perform. Notwithstanding any other provision of this RFP, failure to provide the appropriate assurances timely may result in DOA's election to terminate the agreement for cause.

4.6. Local Presence

The Proposer shall establish a local office location in Madison or the surrounding area.

4.7. Data Ownership

The State of Wisconsin owns the rights to all data/records produced as part of this Contract.

If the Proposer anticipates bringing pre-existing intellectual property into the project, the intellectual property shall be identified in its Proposal. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon Contract award, the Proposer or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Proposer/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

4.8. Rights to Electronic Information

The State owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this Contract. The Contractor shall deliver sufficient technical documentation with all data deliverables to permit the State to use the data.

5. GENERAL PROPOSAL REQUIREMENTS

The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake a project of this size. Responses to each section shall be scored. Voluminous descriptions are not desired. A concise but thorough description of relevant experience is required. Descriptions should be specific and where appropriate identify projects/engagements, dates and duration, role in the project (i.e. primary Contractor or Subcontractor) and results.

5.1. Corporate Structure

Proposer shall provide information on its corporate structure including dates established, ownership (public company, partnership, subsidiary, etc.), primary business and total number of employees with experience in self-funded managed portal operations. Proposer shall identify all parent or affiliate corporate relationships. For purposes of this RFP, a corporate parent is a corporate entity that owns or controls the Proposer entity and a corporate affiliate is a corporate entity for which the Proposer entity is a corporate parent or, along with the Proposer entity, is part of a group of affiliated corporations with a common corporate parent.

5.2. Organization Capabilities

In this section, Proposer shall describe its organization's background, qualifications and experience. Describe the duration and extent of your organization's experience and role in implementation, maintenance, major enhancements, marketing and reporting initiatives and support services related to self-funded web portal projects.

5.3. Organization Staffing

Proposer shall describe the human resources needed to deliver the desired program and project deliverables for a self-funded managed portal. Discuss the processes that ensure appropriate staffing levels, ensure the organization employs staff with the requisite knowledge, skills, and abilities in the appropriate positions when needed, and ensure that the organization can adapt to changes within the organization and in the external environment. Reference any additional non-labor resources such as tools, equipment, or processes used by the Proposer's program team.

5.3.1. Key Personnel

Identify the proposed Key Personnel, including all Subcontractors, proposed to be assigned to the project. Resumes shall reflect qualifications and recent experience relevant to the development of, transition to, and operation and maintenance of the Portal. Include the following information, at a minimum:

- Name,
- Title,
- Specific work to be performed and/or services to be provided,
- Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role on Wisconsin.gov,
- Each individual's percentage of time to be dedicated to this project if the Proposer is selected and the number of other projects to which the individual is currently assigned,
- Any additional information that indicates the individual's ability to successfully perform the services required in this RFP,
- Detailed resume for each individual, and
- Organization chart showing all personnel proposed for the engagement

Key Personnel are not required to work 100% of their time in the position or be allocated 100% to Wisconsin.gov, but should be available as needed on a timely basis. One person may provide the minimum expertise in more than one position. The State and the Contractor shall negotiate the definition of "timely basis" in the Contract.

Additionally, Key Personnel shall be available to provide Services under the Contract within thirty (30) calendar days of the Contract Effective Date. All Contractors' proposed Key Personnel shall be approved by the State prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from the State prior to replacement or substitution.

5.3.2. Contract Manager

Identify the proposed Contract Manager for the project and include all information required of other Key Personnel in the following section. The proposed Contract Manager **cannot** be from a subcontracted provider.

Upon Contract award, the Contractor shall commit the Key Personnel and Contract Manager named in the Proposal and shall specify the percentage of time each person will commit to the Project. The proposed individuals must possess the necessary skills and certifications for each proposed role. The State reserves the right to approve all Key Personnel assigned to the Contract.

5.4. Proposer Customers

Proposer shall provide a minimum of three (3) customers that have built or redesigned similar web portal systems within the last five (5) years which are similar in size and scope to that being sought by the State of Wisconsin. Proposers are encouraged to include government customers with similar scopes of service, size and complexity. Proposers shall include the following information for the customers it is submitting:

- Customer name
- Contact name, title, business address, email address, and phone number
- Project start/end dates
- Date system operational in production environment
- Project description
- Project cost (implementation services/operational services) and Proposer investment
- Outcome of project (i.e., on time, on budget, and met customer needs)
- Scope of work performed

- Staff that worked on the project, including their roles and responsibilities
- Software application(s)/specific services performed
- Number of total and concurrent users
- Technical environment
- Types of interfaces, if applicable, middleware used, and other factors demonstrating the ability to integrate to existing applications
- Service Level Agreements (SLAs) between Proposer and customer

5.5. Penalties, Damages or Compensation

List any fines, penalties, damages, etc., assessed or paid by the Proposer (or their Subcontractor) during the past three (3) calendar years or any compensation made or allowed arising from failure to meet system performance standards or other contractual requirements of the customer and the circumstances related to these events or failures.

5.6. Subcontractors

The Contractor may subcontract for services with other Proposers or third parties. The Contractor shall assume responsibility for coordination, control, and performance of Subcontractors. The State shall have the authority to accept or reject the choice of Subcontractors at its sole discretion. Any changes in Subcontractors after the execution of the contract shall first be approved by the State. The State shall not have a contractual relationship with the Contractor's Subcontractor for any Services provided under the Contract.

If proposing the use of a Subcontractor, the Proposer shall explain the relationship between the Subcontractor(s) and the Proposer and the reason for using the Subcontractor including a description of Subcontractor(s) relevant qualifications, capabilities, and shall also:

- a) Identify each Subcontractor it proposes to employ for the duration of the Contract. The Proposer shall include letters of commitment from each Subcontractor proposed, indicating willingness to undertake the work outlined in the Proposer's response and to abide by all applicable terms and conditions of the State's RFP and contract;
- b) Identify for any Subcontractor(s), the individual who will be the primary point of contact between the Proposer and the State, including the individual's name, address, telephone number, e-mail address and fax number;
- c) Identify for any Subcontractor(s), the individual(s) who will be authorized to negotiate with the State, including the individual's name(s), address(s), telephone number(s) and fax number(s),

In addition, organizational charts and a breakdown of duties shall be provided. The responsibility for the performance of Subcontractors, as well as the liability and payment of damages, rests solely with the Proposer. If used, Subcontractors shall adhere to the same requirements as the Proposer. The State reserves the right to review agreements with Subcontractors.

Proposed Subcontractors may be required to participate in the oral presentations and/or demonstrations.

5.7. Proof of Financial Stability

The following items shall be included in Proposal. Failure to include any of the items listed for the appropriate company type will cause rejection of the Proposal.

Publicly traded companies shall provide:

1. Title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports are currently not filed timely or have been filed late within the past three years;
2. Most recently audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP); and

3. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable.
4. The following Certificates of Insurance that sets forth limits of liability to include all insurance coverage of the company.
 - Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
 - Commercial General Liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
 - Auto Liability insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - Errors and Omissions Insurance – the State requires a broad-based errors and omissions policy which shall cover all acts, errors, omissions, and negligence without any limitations or exclusions for claims of acts, errors, omissions, negligence, including design, technology, data breach, network risks for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense in the performance of service for the State of Wisconsin. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement. Minimum coverage of five million dollars (\$5,000,000) per occurrence

Private owned companies shall provide:

1. For the year most recently ended, audited financial statements prepared in accordance with GAAP;
2. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable; and
3. The following Certificates of Insurance that sets forth limits of liability to include all insurance coverage of the company:
 - Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
 - Commercial General Liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
 - Auto Liability insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - Errors and Omissions Insurance – the State requires a broad-based errors and omissions policy which shall cover all acts, errors, omissions, and negligence without any limitations or exclusions for claims of acts, errors, omissions, negligence, including design, technology, data breach, network risks for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense in the performance of service for the State of Wisconsin. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement. Minimum coverage of five million dollars (\$5,000,000) per occurrence

LLPs, LLCs, S Corporations and similar forms of ownership, other than sole proprietorships (professional organizations to include, but not limited to, Certified Public Accounting (CPA) firms, law firms and professional engineering firms) shall provide:

1. For the year most recently ended, audited financial statements prepared in accordance with GAAP;
2. The following Certificates of Insurance that sets forth limits of liability to include all insurance coverage of the company:
 - Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
 - Commercial General Liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
 - Auto Liability insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - Errors and Omissions Insurance – the State requires a broad-based errors and omissions policy which shall cover all acts, errors, omissions, and negligence without any limitations or exclusions for claims of acts, errors, omissions, negligence, including design, technology, data breach, network risks for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense in the performance of service for the State of Wisconsin. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement. Minimum coverage of five million dollars (\$5,000,000) per occurrence

5.8. Legal Proceedings

If involved or previously involved in legal proceedings within the last five (5) years where the results of such proceedings could jeopardize the Proposer's ability to honor its contractual commitments to the State, the Proposer must indicate (caption, case number, and jurisdiction) and summarize in a separate attachment all judicial or administrative proceedings involving these legal proceedings. If the Proposer is a subsidiary, this information must also be submitted for all parent companies. If Proposer will use Subcontractors, associated companies, or others fulfilling its commitments to the State if awarded a contract resulting from this RFP, Proposer's responses must include pertinent Subcontractor information. This information is being required in addition to the obligation to complete the Certification of Debarment form located at the back of this document.

5.9. Bankruptcy

Proposers shall indicate if it or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, they must indicate so and summarize in a separate attachment all relevant details of the bankruptcy.

5.10. Contract Termination History

Proposer shall indicate if it had a contract terminated for default in the last five (5) years, describe such incident(s). Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated, and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The State will review the facts and may, at its sole discretion, reject the proposal on the grounds of the experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

5.11. Information Security and Protection

For all services rendered under this Contract, the Contractor must ensure that all reasonable measures are taken to protect State information and assets.

The Contractor shall, at a minimum:

- Promote and maintain among the Contractor's employees and agents an awareness of the security needs related to the State's information.
- Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of.
- Ensure that appropriate security measures are put in place to protect the Contractor's internal systems from intrusions and other attacks, whether internal or external -- e.g., message interception, tampering and redirection.
- Provide applications, if the State determines that this level of security is required, that will operate seamlessly within the State's information security and Identity and Access Management infrastructure. The State Contract Manager will provide the Contractor with the specifications for meeting this requirement.

For secure transactions, the State requires data confidentiality, integrity and non-repudiation. Full audit trails must be maintained throughout the life cycle of each transaction. Access controls must be strictly enforced and audited.

The Proposer shall fully describe its approach to implementing secure services. The Proposer must describe its ability to deliver all State hosted applications through the Wisconsin.gov portal/Identity and Access Management infrastructure.

5.12. Privacy and Ownership of Information

Protection of personal privacy must be an integral part of the Contractor's business activities. The Contractor shall prevent inappropriate use of State information. All personal and application-related information obtained by the Contractor shall become and remain property of the State.

The Proposer shall describe its plans to keep all State information private and confidential.

The Proposer shall explain, at a minimum, how it will accomplish the following:

- a) Assure confidentiality of data
 - In transit – provide the ability to execute secure, authenticated, two-way transactions, and ensure that all other data is encrypted beyond the reasonable threat of a successful brute force attack.
 - In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised.
 - Ensure that access of all data is controlled and limited to the users and transactions required for its successful completion.
- b) Assure integrity of data
 - Maintain data integrity and customer confidentiality and privacy.
 - Handle legal issues with regard to misuse or fraud and options for resolution.
 - For transactions made through internet sites, ensure that transaction and card information is secured through encryption, authentication, and other standard payment card operating procedures.

6. TECHNICAL REQUIREMENTS

This section incorporates the State's performance expectations and requires responses that will best explain how Proposers will complete the project and provide for continuous quality improvement over the course of the Contract.

The State requires a response that thoroughly describes how things are going to be done rather than merely restating the requirement. Responses to each section shall be scored. As such, Proposers are encouraged to minimize redundancy and provide concise responses; voluminous descriptions are not desired.

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

- Generally describe the service delivery approach and methodology used to accomplish the applicable work
- Describe how the approach will accomplish all elements of the move to and operation of the Portal
- Identify the required work and the level of effort necessary to successfully complete, continue the operation of and improve the Portal

6.1. Executive Summary

In a narrative format, Proposer shall explain its overall approach and plans to meet the requirements of this RFP. The narrative shall clearly demonstrate that the Proposer understands the objectives that the resulting contract is anticipated to meet, the nature of work required and the level of effort necessary to complete the contract successfully.

6.2. Portal Governance

The Contractor shall work with the State to establish a governance structure for the tactical and strategic planning and management of Wisconsin.gov. The State anticipates that such a governance structure will:

- Establish a process under which state agencies may request services for portal projects
- Establish a process for defining and estimating the cost of specific application development or deployment opportunities and presenting these opportunities for review and prioritization;
- Prioritize portal initiatives for the best interest of the State as a whole;
- Establish requirements and procedures for Governance Board review and approval of portal projects
- Ensure revenue and business models are successful and self-sustaining;
- Review projects for consistency and conformity with State's policies

Proposer shall provide recommendations regarding governance of Wisconsin.gov specifically addressing processes and methodology for acceptance and approval of all plans, reports, and documents. Further, describe the recommended make up of board members and their roles.

Additionally, Proposer shall describe how the governance structure will address cost accounting, cost allocation and the development of new business as it relates to portal fees and revenue sharing. Proposer shall provide examples of successful governance models it has implemented.

6.3. Approach to Self-Funded Model

All e-Government projects shall be financially self-supporting and use the State's financial requirements for a self-funded portal. The Contractor shall fund all up-front and ongoing investment and operational costs, and will be recover costs for services based on the model agreed to for each application or service.

The State requires the following three models of services:

- a) Contractor to provide e-Government application services (no portal fees)
- b) Contractor to provide e-Government application services consisting of portal transaction fees
- c) Contractor to provide e-Government expedited services

In conjunction with an agency, the Contractor shall work to develop the best possible funding mechanism for each e-Government application. The State will consider creative funding alternatives for the three service models, but the Contractor must be capable of providing the three required service models. The State does not guarantee current or future transaction volumes.

The Proposer shall explain its capability for developing applications under the self-supporting business model. The Proposer should identify its experience completing contracts under these models.

The Proposer shall also identify services it will deliver under the expedited services model. For purposes of this RFP and the resulting Contract, "expedited services" shall mean Contractor services provided to state agency to assist with the design of their agency-specific portal applications in an accelerated manner. The State shall not use this Contract for general consulting services, only those that relate specifically to portal applications for Wisconsin.gov.

6.4. Portal Design

The State anticipates that citizens and businesses will use e-Government services for streamlined information access and dissemination, as well as for real-time electronic filing, reporting and payment transaction processing, and that these e-Government capabilities will greatly improve the relationship between the State and its customers. All applications shall be intuitive, easy to use, efficient, convenient, and secure. A consistent user interface is required. The State will work with the Contractor and state agencies to develop and ensure conformity with user interface standards.

All applications shall be secure and protect customer information. Each application shall be designed to communicate the level of security and privacy that is being used to achieve customer confidence in using online services.

The portal re-design and all new application designs shall address emerging technologies, including (but not limited to) Web 2.0, mobile device integration, location-based services, GIS. Designs shall be flexible and allow for the addition and integration of emerging technologies.

The Proposer shall describe its design methodology, standards and templates used to achieve intuitive, flexible applications. The Proposer shall provide specific examples of how it will leverage its experience in using emerging technologies. The Proposer shall explain its practices for securing and protecting customer information and for promoting consumer confidence in its applications.

6.5. Outreach and Marketing

The Contractor shall be responsible for marketing activities associated with the implementation of e-Government applications. Marketing activities may include publicizing the State's e-Government program as a whole and efforts designed to increase usage of e-Government services. The Contractor shall promote the advantages and benefits of e-Government services to state agencies and potential customers. All marketing initiatives conducted by the Contractor shall be approved by the Governance Board prior to release.

The Proposer shall describe its marketing plans and activities to achieve user awareness and acceptance of internet applications. The Proposer shall explain how these plans will accelerate the adoption and use of e-government services.

6.6. Implementation Planning and Execution

Proposer shall describe its plans for implementing its solution, outlining the key implementation and conversion activities needed to transition the State from its current portal to a new self-funded portal. It is the State's expectation that as part of implementation planning that the Contractor will analyze the State's current portal environment and applications. The plan must include the following minimum components:

- (a) A detailed timetable for the mobilization and implementation period of twelve (12) weeks from the anticipated start date.

- (b) The Proposer's plan for the deployment and use of management, supervisory or other Contractor during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Proposer's mobilization and implementation of the contract within the period of twelve (12) weeks.
- (c) The plan shall address in detail implementation testing and contingency plan for failed implementation.
- (d) The plan shall clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

6.7. Program and Project Management

The Contractor shall provide project management for all services to be delivered under this Contract. Decisions regarding application priorities, security, customer service levels and optional services shall be governed by the State.

Agencies shall be responsible for identifying the business and technical application requirements and will estimate service volumes. The Contractor shall work with agencies to develop the requirements for each application and provide the agency with a proposal for service delivery. Where appropriate, the Contractor shall recommend existing e-Government applications that it will assist state agencies in providing effective and enhanced services via the web.

The Proposer shall explain its specific plans to meet the goals and requirements defined in this RFP while discussing its project management methodology and identifying the tools and reports that will be used for project tracking, issue management, etc. The Proposer shall describe and/or provide examples of work product related to reporting on project activity status, project and production issues, and service deficiencies.

Examples of customer satisfaction surveys and processes for recommending improvements discovered therein may also be provided.

6.8. Content Management System

The State requires the use of a Content Management System (CMS) for Wisconsin.gov to create, edit, manage, and publish web content in a consistent manner with a user interface that can be operated without a high degree of technical expertise.

In response to this requirement, Proposals shall address:

- Proposer's recommended content management system,
- Policies and procedures for implementation,
- Proposer's approach to a pilot phase,
- Issue management process and plan,
- Preferred underlying technology to operate the CMS,
- Customer support requirements and processes,
- Additional features such as content migration, customizations, object-oriented programmers, graphic designers, and
- Content creation, oversight and management model including the security model for the content management system.
- Previous experience in collaborating with clients of similar size and scope to improve the client's internet and intranet utilizing your proposed content management technology and web standards.

6.9. Internet Tools and Features

The content management system shall house a resource library for additional tools and features that can be easily deployed.

Proposer shall explain and provide examples of how the tools and features it has implemented in projects of equivalent scope noting which tools and features it envisions deploying on Wisconsin.gov

6.10. Portal Access Options

Portal services shall be designed with the ability to accommodate alternative methods for access including mobile devices, tablets, and kiosks. Not all of these access devices will be able to accommodate the same level of display, communication and other programming capabilities that are accessible on the internet through a standard internet browser. However, the Contractor shall be prepared to provide basic access functionality through alternate methods such as those outlined above.

The Proposer shall identify its ability to deliver services to alternate devices, and the decision points employed to determine the best methods for delivery to those devices.

6.11. Web Templates

The State requires the use of web templates to help agencies redesign their internet sites. Such templates shall employ a common look and feel that unites disparate web sites and clarifies Wisconsin.gov boundaries. Web templates shall work in conjunction with the content management system described above.

Proposer shall identify its approach to the use of web templates and provide examples of such.

6.12. Electronic (Digital) Signatures

Interfaces must be available in the Portal for applications to use electronic signatures that comply with federal and state regulations.

Proposer shall explain how its solution addresses the implementation and support electronic (digital) signatures for use in current, new, and modernized/refurbished applications in conjunction with the new State Portal, including the use of a State supplied e-forms product and/or the use of the Proposer's embedded solution.

6.13. Multi-Language and Disabled Access

The State of Wisconsin is committed to providing all citizens and state employees' access to electronic and information resources, including citizens and state employees with disabilities and where required in languages other than English.. The Contractor shall comply with all applicable federal and state accessibility laws and standards.

The Proposer shall describe its ability and experience in providing multi-language applications and developing applications for persons with disabilities.

Further, Proposers shall include a response to section 1194.22 of the Voluntary Product Accessibility Template (VPAT), in order to describe product compliance with Section 508 of the Rehabilitation Act. The State of Wisconsin reserves the right to perform real-world testing of a proposer's product or service to validate proposer claims regarding Section 508 compliance. Information about the State of Wisconsin accessibility policy is available via the following link, (<http://enterpriseit.wi.gov/docview.asp?docid=11276&locid=67>).

6.14. Navigation and Search Features

The new Wisconsin.gov shall employ search and navigation facilities that allow customers to find information quickly and to complete transactions easily. The site shall incorporate usable site maps, breadcrumbs, compliance with statewide and applicable federal accessibility standards, a well-crafted

taxonomy, multiple ways to link to most frequently accessed pages, and a user feedback mechanism to solicit ideas for improvement. Proposed search engines shall have standard advanced features. The State requires that a search engine be configurable to be agency specific (which may include several domains).

Proposer shall describe their approach to providing improved navigation and search features and provide examples of search capabilities including hierarchies and taxonomies implemented in other government jurisdictions.

6.15. Extensible Architecture

The State requires that Wisconsin.gov utilize an extensible architecture that is based on a foundation of Service-Oriented Architecture (SOA), Enterprise Application Integration (EAI), web services and/or Software-as-a-Service (SaaS) architecture principles.

Proposer shall describe how it will integrate and use these principles in solving business problems related to data and process integration. Descriptions shall include at a minimum:

- A description of Proposer's proposed architecture,
- Policies, procedures, standards, and overall approach for implementation, and
- How existing applications will be retrofitted into the extensible architecture in the most cost-effective way.

6.16. State Identity Management

The new Wisconsin.gov shall provide customers with a 'single identity' to access state applications and services provided by disparate state business areas. These business areas use Active Directory and eDirectory account stores, as well as local account databases. Application authorization is granted by different methods (membership in a group, unique attribute data, and/or Organizational Unit (OU) placement).

Primary directories for external customers include:

- 1) Web Access Management System (WAMS)
 - Novell eDirectory based directory with roughly 1.6 million users.
- 2) Wisconsin Login Management System (WILMS), also known as wisconsin.us and WiEXT.
 - Microsoft Active Directory based directory that also has about 1.6 million users.
- 3) Forward.US, an active directory domain used for externally accessible servers (doesn't contain user accounts).

While both WAMS and WILMS have 1.6 million users, some are duplicates (both inside each directory, and between the two directories).

In addition, the State has an internal directory with 40,000 accounts for staff using shared enterprise systems. These domains may or may not have Active Directory trusts with the external directories or with each other.

Proposer shall describe its solution for identity management. Additionally, Proposer shall indicate if the solution is 'out of the box' or a custom solution and indicate how it proposes to facilitate the implementation of the solution described for Wisconsin.gov.

6.17. Personalized User Accounts

The State requires Wisconsin.gov to offer the capability to personalize accounts for all citizens, businesses, and customers. Such accounts will provide customized content to enhance the e-government experience. Personalization might include a dashboard allowing users to incorporate dynamic tools such as web widgets

and RSS feeds to receive regular updates on the areas and/or services of their choice. This personalization will be integrated with the State of Wisconsin identity management system or the identity management system proposed by the Proposer.

Proposer shall provide examples of personalized user accounts implemented in other government jurisdictions.

6.18. Portal Applications

6.18.1. Application Development and Testing

All applications built under this Contract shall meet the system requirements and be delivered under the fee structure agreed to during the design phase. Applications shall be built in accordance with the Division of Enterprise Technology's (DET) technical reference manual standards and best practices unless otherwise agreed to by the State (Attachment B or via link <http://enterpriseit.wi.gov/docview.asp?docid=12550&locid=95>).

The Contractor, when required, shall also be responsible for implementing required interfaces with "back-end" enterprise and legacy production systems.

The Contractor shall deliver sufficient documentation to the State that explains the code, component dependencies, deployment instructions, and configuration specifications, as well as instructions for backup of recovery of the data and application.

The Proposer shall explain its build and test methodologies and practices and discuss the technologies it anticipates using to fulfill this contract. The Proposer shall further describe its practices to ensure its code is efficient and will meet performance expectations. The Proposer shall also describe and/or provide work samples of the documentation that will be delivered for applications developed under this Contract.

6.18.2. Application Specifications

The State and the Contractor will co-exist in the delivery of applications on the Portal and it is required that the Contractor publish application specifications to allow state agency developers to build applications to integrate efficiently into Wisconsin.gov providing for reusability of components.

Proposer shall describe how they will provide a common platform for delivery of applications and the data and applications specifications needed. The State requires that the Contractor publish specifications to allow state agency developers to build applications to integrate efficiently into Wisconsin.gov providing for reusability of components. In addition, Proposer shall describe how they plan to integrate state-created applications and Contractor-managed applications along with any specifications, processes and procedures which are needed to assist agencies with incorporating agency-constructed new applications into Wisconsin.gov.

6.18.3. Development of Application Service Levels

Proposer shall describe its strategy and methodology for working with a portal governance board to define application service levels for Wisconsin.gov including:

- Online application availability and reliability,
- Online application responsiveness,
- Problem response,
- Problem circumvention or resolution time, and
- Application service level monitoring and reporting.

6.19. Geospatial Infrastructure, Web Services and Location-Based Applications

Wisconsin is committed to simplifying the presentation of information and improving the usability of online services using GIS visualization and location-based applications. Recent advancements in these technologies, using mapping tools and GPS enabled devices, offer Wisconsin an opportunity to improve its service offerings drastically.

The State's goals for Wisconsin.gov GIS services are to:

- Provide for the deployment of an integrated GIS database and map visualization capacity, supported by open and publishable APIs that would enable deeper integration opportunities with other state GIS applications in the future;
- Provide customers a cost-effective and efficient means to rapidly publish GIS Web maps and create new geospatial Web services for business purposes;
- Develop a Quality Assurance (QA) program to guarantee the overall integrity of Wisconsin.gov GIS layers and implement the appropriate Quality Control (QC) processes to assess and evaluate the Portal's GIS systems.
- Facilitate the development of customer GIS Web applications that are interoperable with other state enterprise GIS systems;
- Empower state agencies to publish geospatial content directly to the Web portal;
- Provide a simple and intuitive map application interface environment with the ability to rapidly render maps; and
- Enable public data mining against approved data sources via GIS interface.

Proposer shall describe its plan, policies, processes, procedures for integrating State and Contractor-managed GIS applications and layers which address business needs and goals of the State's portal as they related to requirements listed above. Descriptions shall address the preferred underlying technology and discuss how Proposer shall use GIS and location-based applications on the portal, how the Proposer will provide GIS data and services and how the Proposer will interact with GIS data and layers currently held at agencies.

6.20. Quality Management

The State requires the Contractor to establish a Quality Management program that provides the framework for comprehensive, continuous, and measurable processes to achieve the consistent high-level quality of Wisconsin.gov.

Proposer shall describe its strategies, methodologies and processes to promote quality and procedures to periodically measure and report quality performance to the State throughout the term of the Contract.

6.21. Pilot / Acceptance Testing

Prior to final acceptance of Contractor-developed Wisconsin.gov application, the Contractor shall provide a pilot implementation of the service to allow the agency to test the application's compliance with interfaces, policies and other services. The acceptance test period shall be determined by the agency and the Contractor on a per application basis.

Proposer shall describe its processes and methodology for acceptance testing including the associated metrics and a listing of activities for which the various stakeholder groups are responsible (e.g., creating test scenarios, performing the tests, and validating the results). Proposals shall include examples of previous test plans created and utilized by the Proposer.

6.22. Change Management

The State requires the Contractor to use standardized methods and procedures for efficient handling of all changes, i.e., Change Management. The configuration management of hardware and software inventories shall be coordinated with the DET processes for configuration management.

Proposer shall describe its change management methodology for Wisconsin.gov operations. Descriptions shall address how the proposed processes provide for flexibility in responding to emergency rules and regulations imposed by state agencies and shall at minimum provide:

- Specifics regarding protocols and feedback systems to facilitate coordination of daily operational activities between the state, other proposers, Subcontractors, stakeholders, and users.
- Automated approaches to configuration management for software, hardware, plans, policies, reports, operations guides, technical guides, and training guides.

6.23. Risk Management

The Proposer shall provide a detailed risk management plan that describes the processes and procedures that will be used to identify, monitor and control risk factors covering all phases of the Portal life cycle, including: 1) development, 2) implementation, 3) operations. The Proposer shall use a best business practices approach to develop and implement processes and procedures that will identify, monitor and control project risk factors. The plan shall describe the method and timeframe for providing ongoing reporting of risk factors, options, and implementation plans to the State that minimizes each risk factor.

6.24. Problem / Incident Management

Proposer shall describe its strategy and methodology for identifying, assessing, reporting, managing, and resolving incidents that occur as customers of the portal utilize the services provided by the Portal.

6.25. Integration Management

Proposer shall describe its approach for how business activities will be coordinated and managed with DET, customers, other Proposers, Subcontractors, stakeholders, and users. Responses shall also address system integration coordination activities to ensure technological compatibilities among hardware, software, system interfaces, and telecommunications infrastructures.

6.26. Security Management

Proposer shall describe its approach to security management, addressing at a minimum methods for resolving the following major security concerns for each component of the system:

- environmental security,
- physical site security,
- computer hardware security,
- computer software security,
- data access, transport, and storage,
- client/user security,
- telecommunications security, and
- network security.

6.27. Maintenance and Operations

Ongoing maintenance of the logical components of the platform (data layer, application layer, user interface layer) shall be the responsibility of the Contractor.

Proposer shall describe its approach to providing the maintenance and operations once the Portal is operational.

6.28. Customer Service

The first contact point for customer service for certain services shall be the Contractor. For issues related to usage, navigation, applications, or customer problems regarding use of an eGovernment application implemented under this Contract, the Contractor shall provide support. Any issues regarding the back-end processing of state applications or state-maintained web pages shall be forwarded to the State's help desk facility designated by the state contract manager.

6.28.1. Help Desk

Wisconsin requires a managed service desk with the ability to respond immediately to constituents concerns and problems. The service desk will be 24/7/365 and consist of multi-level telephone, email, IM chat, subscriber messaging and other channel support of Wisconsin.gov and its applications.

The Proposer shall explain its capability to provide following:

- 6.28.1.1. Telephone and e-mail support including response time standards
- 6.28.1.2. Systems or processes to be used to log all calls, problem tracking and resolution
- 6.28.1.3. Online help and instruction for internet application users
- 6.28.1.4. Any additional methods of customer support that will be provided

6.28.2. Customer Feedback

The Proposer shall detail how it will capture feedback from the State's customers, how it will evolve that feedback into recommendations for system improvements, and how it will ensure customer satisfaction and repeat business.

The Proposer shall explain how it will develop customer surveys in order to accurately measure the customer experience using the Internet applications including the level of customer satisfaction, application ease of use, customer's acceptance of the Internet as a preferred method of interacting with the State and the likelihood that the customer will seek electronic means in the future when that option is available. The Proposer must specify how it will report these findings and improvement suggestions to the State.

6.29. Training

When necessary, the Contractor, at no cost to the State, must provide on-site training for State personnel on the functionality, implementation, maintenance, monitoring, management and administration of every service developed and implemented under this Contract.

The Proposer shall explain how it will design and conduct training for State staff to enable the State to fulfill its responsibilities for all services delivered under this contract.

6.30. Disaster Recovery and Business Continuity

For Contractor-hosted applications, the Contractor shall establish and maintain an alternative processing arrangement so that in the event the primary site or equipment is unavailable due to human error, equipment failure, or man-made or natural disaster, the Contractor is able to resume all application processing services provided under this Contract.

The Proposer shall explain how disaster recovery will be achieved in the event of a disaster or system failure. Alternative processing arrangements, including alternative processing site and disaster recovery testing cycles, shall also be explained.

The Proposer shall further explain how it will respond to system malfunctions, and diagnose and solve problems within a time period to be agreed upon with the State. A description of the procedures to be used for interfacing and consulting with hardware and software providers to identify and correct problems shall also be included.

6.30.1. Redundancy / Failover

The proposed solution shall include redundancy in all major components. Adequate back-up resources are required in order to minimize any risk of system failure, lost transactions (sales revenue) or data corruption. Proposer shall describe exactly what redundancy and back-up is provided with the proposed system.

6.31. Reporting Requirements

Contractor shall provide routine and ad hoc reporting. Reporting requirements, including: data items, formats, and periodicity of these reports will be established between the Governance Board and the Contractor.

Proposer shall describe the metrics it intends to use to capture and calculate data to support the measurement of Wisconsin.gov's success. Additionally, Proposer shall submit examples of reports used to illustrate business performance and operation.

6.32. Contract Transition

Prior to contract termination for any reason, Contractor shall assist the State in planning for an orderly exit strategy and comply with direction provided by the State to assist in the transition of all assets, including equipment, services, software, and leases to the state or a third party designated by the State.

Proposer shall describe its approach to exit planning and detail policies and procedures to ensure no disruption in the delivery of services during the transition of the web portal to another provider designated by the State and cooperate with the State and any third party designated in transferring information and responsibility for services.

7. OPPORTUNITIES FOR DISTINCTION

This section allows Proposers to demonstrate value beyond the requirements specified in the preceding sections (Opportunities for Distinction). Wisconsin is interested in understanding additional value the Proposer can provide the state and its constituents through additional business and technology services offered by the Proposer.

Proposers may provide creative enhancements or business model improvements that have not been addressed previously in this document. For each product or service proposed, the Proposer shall provide:

- A description of product or service,
- High-level requirements,
- Approach,
- Schedule with key milestones, and
- Analysis of technical and business risk.

Financial details of each opportunity for distinction shall be submitted as part of Proposer's Cost Proposal.

8. COST PROPOSAL

The Cost Proposal shall be submitted separately from the RFP responses in accordance with the instructions provided in Section 2. Proposers shall not include any technical information in the Cost Proposal.

The State requires that the Contractor provide a self-funded web portal that is self-supporting at the enterprise level, funding all up-front and ongoing investment and operational costs.

8.1. Cost Proposal Narrative

Proposers shall provide a detailed description of its financial proposal and recommended revenue model, clearly identifying the initial investments needed and demonstrating how it will meet such financial commitments and how that investment will be recouped. Proposers shall also describe the manner and timeline in which it will develop the revenue stream that allows for revenue sharing between the Contractor and the State.

8.2. Estimated Transaction Costs

Using the application information and statistics provided in Attachment A, Proposers shall provide an estimated per unit cost for the three service models described in Section 6.3 using the format below:

Description	Contractor Portal Fee (per transaction)	State Revenue Sharing Fee (per transaction)
Current Wisconsin.gov application services	\$	\$
New Wisconsin.gov application services	\$	\$
Expedited Wisconsin.gov application services	\$	\$

8.3. Opportunities for Distinction Financial Detail

Proposer shall provide financial details and costs for each opportunity for distinction.

9. REQUIRED FORMS

- Designation of Confidential and Proprietary Information (DOA-3027)
- Vendor Information (DOA-3477) Vendor Agreement (DOA-3333)
- Debarment

10. LIST OF ATTACHMENTS

- Attachment A - Portal and E-Payment Statistics
- Attachment B - DET Technical Reference Manual and DET Business Model
- Attachment C - State Financial Process & E-Payment Gateway Information
- Attachment D - Mandatory Requirements Response Matrix
- Attachment E - DET Rate Sheet
- Attachment F - DET Information Technology Business Model
- Attachment G - State Contract
- Attachment H - DNR Automated Customer Service Business System with separate document containing appendices



State of Wisconsin
Department of Administration
DOA-3333 (R03/2004)



Division of State Agency Services
State Bureau of Procurement

Vendor Agreement
Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives Vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the Vendor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the Vendor, and making payment directly to the Vendor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the Vendor's participation by checking a box below.

- ☐ MANDATORY: Vendors/Vendors shall agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- ☒ OPTIONAL: Vendors/Vendors may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A Vendor's decision on participating in this service has no effect on awarding this contract.

A Vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

- ☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.
- ☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone ()	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	

This form can be made available in accessible formats upon request to qualified individuals with disabilities.



STATE OF WISCONSIN

DOA-3477 (R05/98)

Bid / Proposal # RFP 28073-AW

Commodity / Service Statewide Self-Funded Portal

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME

Phone ()

Toll Free Phone ()

FAX ()

E-Mail Address

Address

City

State

Zip + 4

2. Name the person to contact for questions concerning this bid / proposal.

Name

Title

Phone ()

Toll Free Phone ()

FAX ()

E-Mail Address

Address

City

State

Zip + 4

3. Any Vendor awarded over \$25,000 on this contract shall submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action.

Name

Title

Phone ()

Toll Free Phone ()

FAX ()

E-Mail Address

Address

City

State

Zip + 4

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name

Title

Phone ()

Toll Free Phone ()

FAX ()

E-Mail Address

Address

City

State

Zip + 4

5. CEO / President Name

This document can be made available in accessible formats to qualified individuals with disabilities.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to RFP #28073-AW includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	_____
Authorized Representative	_____
	Signature
Authorized Representative	_____
	Type or Print
Date	_____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part 98 of the July 1, 1993 Code of Federal Regulations (pages 537-555).

**(Before Completing Certification, Read Attached Instructions
Which Are an Integral Part of the Certification)**

1. The prospective lower tier participant certifies, by submission of this proposal, to DCF, State of Wisconsin, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, to DCF, State of Wisconsin, such prospective participant shall attach an explanation to this proposal/bid.

Name and Title of Authorized Representative

Signature

Date

Company/Organization Name

1520-BIS-SB

Contract/Bid/Bulletin Number

Definitions:

Lower tier transaction: Any procurement contract for goods or services between a participant and DCF, State of Wisconsin, regardless of type expected to equal or exceed the Federal procurement small purchase threshold under a primary covered transactions.

Primary covered transaction: Any non-procurement transaction between DCF, State of Wisconsin and a Federal agency including: grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation agreements and any other non-procurement transactions.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person in which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.