



**PROPOSAL RESPONSE FOR
ETE0015 – Staffing Services for
Professional Positions for State of Wisconsin –
Employee Trust Funds**

By

TeamSoft, Inc.

1350 Deming Way

Suite 250

Middleton, WI 53562

www.teamsoftinc.com

March 8, 2016

TAB 1

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TAB 2

**APPENDIX A
PROPOSER'S CHECKLIST**

RFP ETE0015

Mandatory

This appendix must be completed with the proposal.

- (X) **Front Cover** - Include at a minimum the following information:
- Proposer's Business Name
 - Title:
Proposal Response for ETE0015 – Staffing Services for Professional Positions
 - Proposal Date
- (X) **TAB 1** - Table of Contents. Provide a table of contents for the Proposal.
- (X) **TAB 2** - Complete & provide the following in the following order:
- **CHECKLIST:** Complete the Proposer's Checklist provided as Appendix A to this RFP, and include it with your response.
 - **DOA 3261:** Complete and sign DOA 3261 (the first page in this RFP document) and include it with your response.
 - **TRANSMITTAL LETTER:** A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the proposer's official business stationery and signed by an official that is authorized to legally bind the proposer. Include in the letter:
 - Name, signature and title of Proposer's authorized representative.
 - Name and address of firm.
 - Telephone number, fax number, and e-mail address of representative.
 - Title and RFP number: "[RFP #] – [RFP Title]"
 - Executive Summary.
 - A statement that the proposal is a firm and irrevocable offer for six (6) months after the proposal due date.
 - **APPENDIX B:** Complete the mandatory requirements form (regarding items listed in 2.1).
 - **APPENDIX C:** Designation of Confidential & Proprietary Information (DOA-3027). Complete form and sign.

- **APPENDIX D:** Standard Terms & Conditions (DOA-3054) & Supplemental Standard Terms and Conditions (DOA-3681). **Including this signifies the proposer agrees to these terms as stated unless assumptions and exceptions are spelled out in Tab 4.**
- **APPENDIX E:** Vendor Information (DOA-3477) & Vendor References (DOA-3478). See 2.1.7 for requirements and terms related to references.

(X) **TAB 3 - Response to Sections 2.2 & 3**

Provide a point-by-point response to each and every statement in Sections 2.2 & responses where called for in Section 3. The response must follow the same numbering system, use the same headings, and address each point or sub-point. Proposers should re-state each requirement immediately preceding the response to that requirement and distinguish the requirement from the proposer’s response clearly. For example, box off the requirement and leave the response without a box:

The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number.

Response.

Provide a succinct explanation of how each requirement is addressed. Merely indicating that you will complete a task without demonstrating how you will do so may result in your proposal being rejected.

(X) **TAB 4 – Assumptions & Exceptions**

All assumptions and exceptions must be included in this tab and will be scored. Scoring will be based on the assumption or exception’s legal impact on ETF. Provide a succinct explanation for each item as well as a reference to the section of the proposal to which it relates. **Any assumption or exception made but not included in this Tab 4 will be invalid.** Exceptions to the Department’s contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. **If exceptions to the standard terms and conditions are not presented in this section, the exception will not be discussed or considered during contract negotiations.** When

documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state your assumption or exception to the term or condition with one of the following labels:

- “RFP Assumption”
- “RFP Exception”
- “Standard Terms & Conditions Exception”

(X) **SEALED COST PROPOSAL:** Cost Proposal located in Appendix F. Failure to provide a sealed cost proposal using the exact form provided in Appendix F may result in your proposal being disqualified and rejected. **No mention of the cost proposal may be made in any other part of the response to this RFP.** There will be no price increases for the length of the contract, including contract renewals, except for negotiated adjustments to a particular candidate or worker’s hourly rate. See 1.2.8 for details. **Any exception to this requirement must be stated on the cost proposal.** If the proposer proposes additional services beyond those described in this RFP, such services should be outlined and separately priced in the sealed cost proposal.

PROPOSER’S NAME:

DATE:

TeamSoft, Inc. 03/08/2016

AUTHORIZED REPRESENTATIVE:

Eric Larson

State of Wisconsin
 DOA-3261 (R08/2003)
 s. 16.75, Wis. Statutes

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

Department of Employee Trust Funds
 P.O. Box 7931
 Madison, WI 53707-7913

REQUESTS FOR PROPOSAL

ETE0015 – Staffing Services for Professional Positions

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower left corner with due date and **Request for Proposal ETE0015**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due **MUST** date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that 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. Proposers should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for 180 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 March 8, 2016, 2:00 PM CST	Public Opening <input type="checkbox"/> No Public Opening <input checked="" type="checkbox"/>
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Name (Contact for further information) Kristen Schipper	
Phone (608) 261-0737	Date February 9, 2016
Quote Price and Delivery FOB Madison, WI	

Description: Request for Proposals (RFP) for staffing services for professional positions to work at ETF.
 RFP ETE0015 amendments, questions and answers will be posted on the ETF website, <https://etfonline.wi.gov/etf/internet/RFP/rfp.html>, and will not be mailed.

Payment Terms:	Delivery Time:
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- 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. If you have questions concerning the certification process, contact the Minority Business Certification Program, 101 E Wilson St, 6th Floor, Madison, WI 53707; Tel: (608) 267-9550; Fax: (608) 267-0600; DOABDMBD@Wisconsin.gov. **Does Not Apply to Printing Bids.**
- We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

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 proposal 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 Firm Representative (Type or Print) Eric Larson	Title Partner	Phone (608) 827-7772
		Fax (608) 827-7773

Signature of Above <i>Eric Larson</i>	Date 03/08/2016	Federal Employer Identification No. 39-1843308	Social Security No. if Sole Proprietor (Voluntary)
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March 8, 2016

Kristen Schipper
Dept. of Employee Trust Funds
PO Box 7931
Madison, WI 53707-7931

RE: ETE0015 – Staffing Services for Professional Positions

To Whom It May Concern:

This letter certifies that TeamSoft, Inc. is the Prime Vendor submitting the Proposal and is organized as a corporation.

TeamSoft, Inc. has not attempted to induce any other person or legal entity to submit or not to submit a Proposal under this RFP. TeamSoft, Inc. certifies that it has neither directly nor indirectly entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition. This Proposal has been independently arrived at without collusion with any other vendor(s), competitor(s) or potential competitor(s); and that this proposal has not been knowingly disclosed to any other vendor or competitor prior to the due date of the proposal.

The Proposal is valid for a minimum of 6 months from the Proposal due date. TeamSoft, Inc., if awarded a contract, will agree to execute and fulfill the contract according to the conditions and terms specified in the RFP.

This Proposal, in its entirety, is predicated upon the requirements, terms and conditions of this RFP as published, all published Questions and Answers, all published amendments and addenda, and any other published attachments, supplements, or revisions.

TeamSoft, Inc. has the experience as specified in Section 2 Proposal Qualifications and Terms. Submission of this Proposal indicates acceptance of all conditions specified in this RFP.

An individual authorized to legally bind TeamSoft, Inc., Eric Larson, has signed this Transmittal Letter and all Proposal documents. This person is authorized to make decisions specific to this RFP on behalf of TeamSoft, Inc. This person has not participated, and will not participate, in any action contrary to this statement. Eric Larson's contact information is 608-827-7772 (phone), 608-827-7773 (fax) and elarson@teamssoftinc.com (email).

Sincerely,

Eric Larson

Eric Larson, Partner
TeamSoft, Inc.
1350 Deming Way, Ste. 250
Middleton, WI 53562

**APPENDIX B
MANDATORY REQUIREMENTS
RFP ETE0015**

This appendix must be completed with the proposal.

MANDATORY CERTIFICATIONS & REQUIREMENTS	Check One	
<p><i>The following requirements are mandatory and must be met by any proposer. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. <u>A response</u> to each item via Appendix B <u>is</u> a mandatory requirement. If you cannot agree to each item listed, you must so specify along with the reason in Proposal Tab 4 – Assumptions and Exceptions – of your proposal response.</i></p>	Agree	Disagree – Assumption or Exception listed in Tab 4
<p>The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.</p>	X	
<p>The firm adhered to the instructions in this RFP on preparing and submitting the proposal.</p>	X	
<p>The firm has not been suspended or debarred from performing government work.</p>	X	
<p>The firm has not been the subject of any disciplinary action or inquiry by any regulatory authority during the past five (5) calendar years. This includes the business as a whole, but also any individuals associated with it, including hired staff, contractors, and individuals the business would refer to ETF to staff ETF’s positions.</p>	X	
<p>The firm has not been in bankruptcy and/or receivership within the last five calendar years.</p>	X	
<p>During the past five years, the firm has not been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct.</p>	X	
<p>Using the Reference Sheet in Appendix E, the firm provided at least three references. To fulfill this mandatory requirement, the references must also be responsive to ETF’s inquiries. Proposers may be scored lower or disqualified from further scoring if references do not respond to ETF’s requests for information about the proposer. It</p>	X	

<p>is the responsibility of the proposer to ensure reference names, addresses, telephone numbers, and e-mail addresses are current.</p> <p>Each reference must identify the entity for which the proposer provided similar services. References must be able to confirm the proposer has been in the business of providing staffing services for a minimum of three (3) years. At least one (1) reference from a government entity is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of any references will be used in scoring proposals.</p> <p>For each experience, the proposer must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.</p> <p>The proposer must provide details of their experience providing professional services to the reference.</p> <p>ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal.</p>		
<p>The Proposer agrees to the terms in ETF’s Business Associate Agreement in Appendix G.</p>	<p>X</p>	
<p>Replacement of personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications.</p>	<p>X</p>	
<p>Any of the contractor’s staff that ETF deems unacceptable, whether working on-site at ETF, at the contractor’s site, or elsewhere, shall be promptly and without delay removed by the contractor and replaced by the contractor with another employee possessing acceptable experience and skills. ETF is not responsible for performance evaluation for contractor’s staff, but contractor must have a policy in place to provide annual performance evaluations for all of contractor’s staff working at ETF on-site. The policy must include gathering feedback from ETF about contractor’s staff working on-site at ETF.</p>	<p>X</p>	
<p>ETF shall have the right to conduct separate interviews of proposed replacements for personnel and review resumes and references. ETF shall have the right to approve, in writing, the replacement of</p>	<p>X</p>	

<p>personnel. This includes the personnel supporting ETF's account at the contractor's location or elsewhere and staff provided to work on-site at ETF.</p>		
<p>Should any of the contractor's personnel leave before they complete required duties or the engagement end-date, contractor will provide a written notice ten (10) working days in advance to ETF. Contractor will also provide ETF the first three (3) weeks of service at no cost so that ETF can train the replacement for any engagement originally planned to be six (6) months or longer. ETF will indicate to the contractor the number of free weeks up to three (3) that ETF requires on ETF's purchase order for the replacement staff.</p>	<p>X</p>	
<p>Each lead account manager must have the authority to make binding managerial and operational decisions.</p>	<p>X</p>	
<p>Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with photo ID like a passport or driver's license for any of the contractor's staff working at ETF on-site. Contractor must furnish a passport and/or driver's license for a candidate as soon as ETF declares an intent to fill the position with that candidate. A photocopy may stand in until the candidate is able to present these security credentials to ETF in person.</p>	<p>X</p>	
<p>Contractor's personnel must reasonably cooperate with ETF's other contractors and not commit any act that interferes with the performance of work or provision of services by any other ETF contractor.</p>	<p>X</p>	
<p>The contractor's personnel must not take any action, or make any omission, that implies or causes others to reasonably infer they are ETF's agent or employee in any matter or in any way not expressly authorized by ETF.</p>	<p>X</p>	
<p>The contractor's personnel are responsible to travel to and from ETF. Cost of any travel required and approved by ETF outside of ETF's main location(s) will be borne by ETF. Approved expenses will be paid at current State of Wisconsin rates. All receipts must be provided for all transactions of any dollar amount. If parking is available and provided at an ETF work-site, contractors must pay for their worker to park through a hold-back from what the contractor would otherwise bill for the worker. However, there should be no parking hold-back if parking is not currently available.</p>	<p>X</p>	

<p>Contractor's personnel must comply with all rules and regulations of each ETF work site. Contractor's staff must acknowledge in writing on an ETF form that they have read all applicable rules and agree to comply. Contractor's personnel must also sign the confidentiality agreement in Appendix H.</p>	<p>X</p>	
<p>Contractor's personnel must perform the tasks and deliver the products identified in ETF's Position Request.</p>	<p>X</p>	
<p>Contractor must deliver and assign qualified candidates to work at ETF.</p>	<p>X</p>	
<p>Contractor must provide a candidate free-of-charge to correct any prior candidates' errors in work product for a period of twelve (12) months after ETF pays for the work. Such corrections must commence within forty-eight (48) hours after ETF gives the contractor written notice of an error, and continue until ETF confirms the error is corrected. If ETF has not paid for the work when ETF discovers the error, ETF may withhold payment for outstanding invoices until the errors are corrected or dispute the invoice and not pay rather than seek free services to correct the error.</p>	<p>X</p>	
<p>Contractor must agree not to allow a candidate to start work at ETF without a signed purchase order from ETF that refers to that candidate and their rate of pay.</p>	<p>X</p>	
<p>The contractor agrees to respond to any Position Request with bill rates at or below the Maximum Bill Rate the contractor provided on the Cost Proposal (Appendix F) for the Position. There shall be no special or additional charges or surcharges applied to the Maximum Bill Rate. All hours, including over-time, shall be billed at one rate that is at or below the Maximum Bill Rate provided on the Cost Proposal (Appendix F) for the Position.</p> <p>ETF reserves the right to negotiate hourly rate increases for particular candidates and workers, but the increases will not exceed the Maximum Bill Rate. If new skills and duties are added to a Position, the Maximum Bill Rate provided on the Cost Proposal for that Position still applies. ETF reserves the right to add new skills and duties to any Position and Position Request rather than use the <i>Other Positions as Needed</i> Maximum Bill Rate(s).</p> <p>ETF may also agree to move a candidate or worker from an entry level Position to a more senior Position, or into the <i>Other Positions as Needed</i> Category. For example, a move from Accountant-Entry to Accountant-Advanced, may effectively provide an increase in the</p>	<p>X</p>	

<p>hourly rate. But the Maximum Bill Rate on the Cost Proposal for the Accountant-Advanced is the ceiling for any such adjustments. ETF could also move the candidate or worker into <i>Other Positions as Needed</i> and apply the Entry, Intermediate, or Advanced Maximum Bill Rate(s). The same logic applies for all Positions and Categories.</p>		
<p>Contractor shall be required to provide the individual's pay rate as well as the mark-up percentage that the contractor adds to the pay rate at ETF's request. The pay rate and mark-up percentage is confidential information and would not be shared in any open records request. However, any information on the Cost Proposal (Appendix F) is not confidential and is subject to an open records request.</p>	<p>X</p>	
<p>If the contractor's staff located at ETF requests additional training other than training that ETF requires, or additional training is required due to absences or low performance, contractor must bear the training cost. Contractor may not charge an hourly rate for that worker during this training. On a case-by-case basis, ETF may pay the total cost of training and/or contractor may charge the hourly rate, with ETF's prior written approval.</p>	<p>X</p>	

**APPENDIX C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

RFP ETE0015

Mandatory

This appendix must be completed with the proposal.

The proposer must supply two (2) electronic copies with all confidential material redacted on two (2) flash drives and marked as “Redacted for Confidentiality.” The flash drives must be labeled on the outside with the proposer’s name.

STATE OF WISCONSIN

DOA-3027 N(R01/98)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # ETE0015 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.

Firm Name TeamSoft, Inc.

Authorized Representative *Eric Larson*
Signature

Authorized Representative Eric Larson
Type or Print

Date 03/08/2016

**APPENDIX D
STANDARD TERMS AND CONDITIONS
RFP ETE0015**

**Standard Terms and Conditions and Supplemental Standard Terms and Conditions for
Procurements for Services**

Proposer agrees to the Terms and Conditions as stated in this Appendix D.

**Exceptions must be addressed in the Proposal
Tab 4 - Assumptions and Exceptions**

Standard Terms and Conditions (Request for Bids / Proposals)

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R10/2005)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Proposers/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The State reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected.

Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive proposer unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting State agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting State agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting State agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the Proposer, equipment purchased as a result of this request shall be warranted against defects by the Proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used

in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The State reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the State to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Proposers/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the Wisconsin Government Accountability Board, P.O. Box 7984, Madison, WI 53707-7984; by fax, to 608-267-0500; or by e-mail to gab@wi.gov.

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Proposers are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any State official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the

State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful Proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful Proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**SUPPLEMENTAL STANDARD TERMS AND CONDITIONS
For PROCUREMENTS FOR SERVICES**

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the Proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and
 - 2.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the proposer's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a State contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the State.
 - 3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the State.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 **EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State contracts.
- 7.0 **RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 8.0 **INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

**APPENDIX E
VENDOR INFORMATION AND REFERENCES**

RFP ETE0015

Mandatory

This appendix must be completed with the proposal.

**STATE OF WISCONSIN
DOA-3477 (R05/98)VENDOR INFORMATION**

1. BIDDING / PROPOSING FIRM NAME TeamSoft, Inc.
FEIN 39-1843308
Phone (608) 827-7772 Toll Free Phone (800) 698-8326
FAX (608) 827-7773 E-mail Address acctexec@teamssoftinc.com
Address 1350 Deming Way, Suite 250
City Middleton State WI Zip + 4 53562-3566

2. Name the person to contact for questions concerning this bid / proposal.
Name Jennifer Parker Title Account Manager
Phone (608) 829-7266 Toll Free Phone (800) 698-8326
FAX (608) 827-7773 E-mail Address jparker@teamssoftinc.com
Address 1350 Deming Way, Suite 250
City Middleton State WI Zip + 4 53562-3566

3. Any vendor awarded over \$50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the firm to contact about this plan.
Name Jamie Kiesch Title HR Manager
Phone (608) 829-7286 Toll Free Phone (800) 698-8326
FAX (608) 827-7773 E-mail Address jkiesch@teamssoftinc.com
Address 1350 Deming Way, Suite 250
City Middleton State WI Zip + 4 53562-3566

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

Name	<u>Jaquie Rice/Dave Kutzke</u>	Title	<u>Senior Accountant/Accounting Manager</u>
Phone	<u>(608) 827-7772</u>	Toll Free Phone	<u>(800) 698-8326</u>
FAX	<u>(608) 827-7773</u>	E-mail Address	<u>accounting@teamssoftinc.com</u>
Address	<u>1350 Deming Way, Suite 250</u>		
City	<u>Middleton</u>	State	<u>WI</u> Zip + 4 <u>53562-3566</u>

5. CEO / President Name Eric Larson

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

STATE OF WISCONSIN
DOA-3478 (R12/96)

VENDOR REFERENCE

FOR VENDOR: TeamSoft, Inc.

Firm Name American Family Insurance

Address (include Zip + 4) 6000 American Family Parkway, Madison, WI 53783-0001

Contact Person Kathy Maglio/Deb Harman Phone No. 608-242-4100 (office)
608-225-8792 (Kathy's cell)

Product(s) and/or Service(s) Used Staff Augmentation for IT Services/Resources. Contract has been in
place with American family since June 1999.

Firm Name TAPFIN/State of Wisconsin

Address (include Zip + 4) 10 E Doty, Suite 800, Madison, WI 53703-5105

Contact Person Rebecca Miltimore/Frank Batchelor-Clark Phone No. 608-441-5729

Product(s) and/or Service(s) Used IT Services for the State of Wisconsin – staff augmentation. Besides IT
positions, also recruited and staffed Administrative Assistant roles through this contract for the DCF (since 2008)

Firm Name CUNA Mutual

Address (include Zip + 4) 5910 Mineral Point Road, Madison, WI 53705-4498

Contact Person Cara Jacobson/Jake Vana Phone No 608-665-6847

Product(s) and/or Service(s) Used IT Services, Communications, Account Implementation Coordinators,
and Marketing positions. Contract has been in place since June 2006.

Firm Name TAPFIN/QBE The Americas

Address (include Zip + 4) 1 General Drive, Sun Prairie, WI 53596-4627

Contact Person Karen Heizman Phone No. 608-318-8441

Product(s) and/or Service(s) Used Staff Augmentation for IT services, Accountants and Claim Specialists.
We provide staffing services to their Sun Prairie location as well as offices in CA, FL, GA & NY. This contract has
been in place since July 2011.

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

TAB 3

Section 2.2 BUSINESS PROFILE & EXPERIENCE

- 1. The firm's name, home office, address of the office providing services under the contract and the telephone number and appropriate FAX number.**

TeamSoft, Inc.
1350 Deming Way
Suite 250
Middleton, WI 53562
608-827-7772 (phone)
608-827-7773 (FAX)

- 2. A general description of the proposer, including size, number of employees, number of offices and locations, primary business (e.g. consulting, pension planning, insurance, etc.), other business or services, type of organization (franchise, corporation, partnership, etc.), and other descriptive material. Describe what you believe are your firm's strengths regarding client service; what distinguishes your firm from your competitors? Highlight any acquisitions, and/or mergers or other material developments (changes in ownership, personnel, business, etc.) pending now or that occurred in the past five years at your firm. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three years after the contract start date.**

Founded in 1996, TeamSoft is a leading Madison-area Staff Augmentation firm. We offer exceptional consulting, contracting, and recruitment services. We're known for our ability to recruit top professionals for a full range of IT disciplines as well as several areas outside of IT.

Since 1996, we have grown to be one of the areas dominant Staff Augmentation and Consulting organizations, recognized for the outstanding quality of our contractors and our strong customer service with almost 200 contractors on staff. Our office is located in Middleton, WI and we have 30 employees (3 owners, 4 Account Managers, 1 Business Development Manager, 9 support staff – HR, Accounting, Administrative – and a Recruiting team of 11).

As for TeamSoft's structure and management team, we are a locally owned and operated corporation. The three TeamSoft owners (Paul Heberer, Eric Larson and Brian Worden) are senior industry professionals with more than 70 years of combined, real-world experience in software development, project management and IT systems and infrastructure.

Honesty, ethics, and integrity are our founding principles. We are committed to uncompromised business ethics and maintaining the very highest standards of professionalism, fairness and honesty.

We have maintained steady growth in IT Staff Augmentation services over the last 20 years and have worked diligently to gain and maintain an excellent reputation of providing top quality talent specific to our clients' needs.

We are a customer-intimate firm whose dedication to providing personalized service and identifying top-notch talent through our rigorous qualification process has earned us the reputation as a top Staff Augmentation provider in the region. We continue to expand our business organically due to ongoing relationships with both client managers and consultants. That type of growth has led us to several business and IT client expansions while maintaining our personalized approach that has worked so well since our inception.

TeamSoft's biggest strengths include the depth of staffing experience and knowledge of the Madison market that our staff holds (our sales team has a combined 25+ years of experience and our recruiting team has a combined 50+ years of experience) as well as our process. TeamSoft is known to our clients to be a high quality, low cost vendor. We believe in partnering with our clients to create a long-term, mutually beneficial relationship. We want to understand a client's business needs and partner in a solution to meet those needs. Our rigorous recruiting process is what sets us apart. We believe that clients pay us to make sure that candidates are thoroughly vetted as a match for their needs. Every candidate goes through an intense interview process consisting of an initial recruiter screen followed by a thorough technical/behavioral interview and a background check. We believe in limiting our submittals to the select few that match the client need. We only submit around 2.24% of the candidates we source. Submittals typically include: TeamSoft-formatted candidate resume, skills matrix specific to the position, and notes on the technical screening/owner interview.

We also offer an extensive benefits package for our consultants including health, dental and vision insurances as well as a match on our 401(k) program and an annual book allowance for training, professional associations, etc. We also offer salaried and hourly payroll classifications to our employees.

TeamSoft does not have any acquisitions, and/or mergers or other material developments pending now or that have occurred in the past five years nor are there any potential mergers or acquisitions that have been recently discussed by senior officials, or could potentially take place within the next three years after the contract start date.

3. It is the expectation that there would be a Lead Account Manager in charge of all programs assigned at all times, in addition to other personnel. Identify the Lead Account

Manager available for these programs. Identify a second account manager who is available for working with the Lead Account Manager.

Our Lead Account Manager available for these programs is Jennifer Parker. Jennifer has over 12 years' staffing experience in the Madison area. This time has been split between account management, recruiting and resource management. She has focused on both consulting/contract recruiting as well as direct hire/search placements. Her staffing career has also been split between IT staffing and finance and accounting.

Jennifer has been with TeamSoft for 6 years. For the first 3.5 years, she was in a Senior Technical Recruiter position. In July 2013, she transitioned into an Account Manager position and has seen continued success in her new position growing her consultant headcount from 39 to 59 in less than 1 year across 4 clients. One of her clients is the State of Wisconsin including the Department of Employee Trust Funds where she has developed relationships with hiring managers in the IT area and has an excellent understanding of the culture and hiring profile that managers are looking for in candidates.

A secondary Account Manager who will be available for working with our Lead Account Manager is Greg Shemanek.

Greg Shemanek has over 13 years of staffing experience in the Los Angeles, Phoenix and Madison areas. He has been in Madison for the past eight years. During his years in the staffing field, his time has been split between Finance and Accounting and IT staffing services. In addition, Greg has served in a leadership role in both lines of business. In 2005, Greg was promoted to open a new Finance and Accounting branch of Ajilon Professional Staffing. He was responsible for building a team of Account Managers and Recruiters. In 2006, the branch was named "New Branch of the Year".

Greg is also currently responsible for managing the Sales and Account Management efforts for TeamSoft. Greg has been at TeamSoft for over five years. Overall, he and Jen have worked together for over eight years, spanning two separate opportunities. They have worked with the State of WI, and the ETF specifically, for all eight of those years.

Provide at least two (2) specific examples for each of the criteria below for each Account Manager:

a. Excellent customer service and client relationship management skills.

Jennifer Parker

- i) With 5 IT Consultants at the ETF (longest duration dating back to a start date in June 2011), Jennifer has developed solid relationships with the hiring managers with whom these consultants work. This has also helped TeamSoft gain a better understanding of the ETF culture and the type of soft skills (along with the qualifying skill set) that hiring managers there look for in candidates.

- ii) At CUNA Mutual, Jennifer has developed a solid relationship with the hiring manager in the Project Management Office. Over the past 2.5 years, they have worked closely together which has helped TeamSoft develop a profile of the type of candidates that are successful in the roles they look to fill. Along with this, Jennifer has also worked closely with the hiring manager to address any concerns that may arise with consultants, and she also provides updates on the market for various skill sets to help the hiring manager gain a better understanding of the availability of candidates for her upcoming positions.

Greg Shemanek

- i) Greg has over 13 years of providing excellent customer service and building successful client relationships. His clients have included Safeway, Waste Management, Dreamworks, Disney, Sega, Covance, the State of Wisconsin, QBE Insurance and Alliant Energy.
- ii) Greg, and the managers for whom he has worked, have received numerous pieces of client feedback relating specifically to his partnership-oriented approach to Account Management. He believes that he is building relationships for the long term and does not believe in transactional business.

b. Ability to solve problems, and understand and effectively resolve any financial matters.

Jennifer Parker

- i) Periodically, there are hours that are entered incorrectly into Fieldglass by consultants or invoices that are not processed properly with the State of Wisconsin/TAPFIN. When this happens, Jennifer and the Accounting Team work closely with TAPFIN to resolve the matter. This may include issuing a debit/credit memo or, when necessary investigating more to ensure resolution.
- ii) Jennifer thoroughly reviews each Work Order that comes through Fieldglass for both new consultants as well as renewals to ensure bill rates are accurate.

Greg Shemanek

- i) Negotiating financial pricing of staffing business is a core job of an AM and Greg has over 13 years of understanding market forces in the staffing industry. Part of a long term successful business relationship is the ability of an AM to generate pricing where the value is real. Greg's history of outstanding client relationships is proof of his ability to resolve financial matters.
- ii) During Greg's time working with Waste Management, there would be frequent need for Accounts Receivable teams to start in contract

roles. WM would start teams of 10 or more on a monthly basis. Occasionally, some members of the team were not up to the desired quality. Greg worked in partnership with the leadership at WM to develop SLA's for each party that greatly improved the quality and reliability of the workers.

c. Attention to detail and follow up on any unresolved issues.

Jennifer Parker

- i) Jennifer has an excellent eye for detail and accuracy. When candidates are presented to her for consideration at a client, she takes a moment to review the completed skills matrix as well as the resume of each candidate to ensure that skills that are noted on the matrix are also highlighted on the resume. In addition to that, she also makes sure that we have the candidate's full story including explanation of any employment gaps and reasons for leaving a position.
- ii) Jennifer is working with a consultant at CUNA Mutual who received notice in February that there was a risk of his project's hours being reduced. Jennifer remained in contact with him over the past 3 weeks and also contacted the Contractor Resource Center at CUNA Mutual to determine if there was any chance of extending our consultant on a full-time basis. Upon learning that was not an option, she communicated this to the Consultant and made arrangements to have him connect with his Recruiter here to determine next steps – updating his resume as well as review of other available positions.

Greg Shemanek

- i) Greg uses Microsoft OneNote and Office to track outstanding items to ensure they're resolved in a timely manner.
- ii) In conjunction with his AM Team, Greg developed a "requisition template" at TeamSoft to ensure that all necessary details are captured when a client has a new need for a consultant. That level of detail has allowed TeamSoft to deliver candidates that more closely match the needs of its clients.

d. Meets deadlines.

Jennifer Parker

- i) Jennifer has been responsible for candidate submittals for the State of Wisconsin/TAPFIN IT Services positions for the past 2.5 years. She has successfully presented candidate resumes as well as completed the skills matrix and other relevant information before the scheduled deadline to respond to State Departments' requests for IT Services.

- ii) Each year, Jennifer is responsible for the renewal of TeamSoft's consultants (current headcount: 43) working at the various State of Wisconsin departments. This includes ensuring that we have updated forms from each consultant, updated resumes if necessary and that come July 1st, we have an updated/approved work order in Fieldglass before allowing our consultants to return to work.

Greg Shemanek

- i) Covance did an RFP back in 2013. During that RFP, there were numerous deadlines. Their goal was to reduce the vendor list from 20+ vendors down to four. Greg led that RFP effort (which included an in-person presentation in Princeton, NJ). TeamSoft was selected as one of the vendors. During that process, there were six milestone deadlines that had to be met.
- ii) Numerous clients have "submittal deadlines" or times by which candidates need to be submitted. Being able to manage those deadlines is a successful trait of Greg's.

4. Information regarding the professional and experience qualifications of all administrative staff who will perform work for this specific contract besides the Lead Account Manager and backup. This includes anyone who will be involved with processing the contractor's payroll, billing ETF, or handling payments from ETF.

Jaquie Rice has been working in the accounting field since 1994, graduated from Madison College with an Associate's Degree in Accounting in 2000. She obtained a Bachelor of Arts Degree in 2004 for Accounting from Lakeland College. She worked in public accounting from 2000 to 2008. She currently has had her own business since 2008 doing small business accounting and bookkeeping, preparing tax returns for small businesses, not for profit organizations, partnerships and individuals. She has been with TeamSoft as the Senior Accountant since October 2011 working in all aspects of accounting including: payroll, invoicing, accounts payable and various spreadsheet projects for the owners and other managers.

For the State of Wisconsin (including ETF), she receives timesheets from TeamSoft consultants via email and creates an invoice based on those hours in our accounting software. When payments are made from the State/TAPFIN, she then applies those payments and reconciles to the timesheets entered. Her knowledge also expands to understanding the new process for Consultants entering their time into STAR PeopleSoft Time and Labor.

5. Information regarding how the staffing company selects personnel to place at ETF. Specifically, describe the company policy to verify the competency of candidates being presented to work at ETF. Please provide an example of the following assessment tools,

if the proposer will use them during the process of helping ETF select a candidate to fill a position.

- a. **Resume**
- b. **Reference check reports the proposer writes**
- c. **Reference check contact information (so that ETF can contact references also at ETF's discretion)**
- d. **Technical skills evaluation reports**
- e. **Recruiters' reports on the candidate**
- f. **Lead Account Manager's candidate evaluation**
- g. **Personality or behavioral style assessments**
- h. **Other useful assessment tools.**

Overview of the TeamSoft Process

The TeamSoft staffing process is standardized across clients and is tracked electronically with our ATS/CRM system called cBizOne. Here is a high level summary of the process:

1. Incoming job orders are logged into cBizOne for all Recruiters and Account Managers to review.
2. The Account Manager is responsible for clarifying the job order to make sure the entire team understands the need clearly.
3. The job order is assigned to a specific Recruiter that is currently working on positions with similar requirements, but all Recruiters can submit prospective candidates. TeamSoft has 10 full-time dedicated recruiters plus a Recruiting Manager.
4. The assigned Recruiter begins by mining our network and reaching out to pipeline candidates whose skill set matches the client requirements. We also use LinkedIn, referrals and job board searches as other sourcing tools.
5. All Recruiters and Account Managers meet as a team twice weekly to discuss open job orders, status of orders, and how we will fulfill the orders.
6. As the Recruiters find prospective candidates, they will go through our 3-tier interview process including initial screening interviews by the Recruiters, full technical interviews (either with a TeamSoft owner or our 3rd party service, Derrico Computers), and a final Account Manager interview. The TeamSoft interview process has a reputation for being the most thorough in the area.
7. The recruiters will "potential" prospective candidates that pass the interview process for the Account Manager to review.
8. The Account Manager will submit the top candidates based on interview quality and specific client factors including location, rate, culture, etc.
9. Client interviews are completed and candidate(s) are selected.

Description of Screening Process

Our exhaustive qualification process allows TeamSoft to limit submittals to a select few, ideally matched candidates for each requisition saving clients a significant amount of time and energy evaluating less suited candidates:

Initial Interview – TeamSoft Recruiter conducts an initial interview to assess candidacy.

Technical Assessment – Viable candidates undergo an in-depth technical skills interview conducted by an experienced expert. This expert can be one of the TeamSoft owners, a current/former consultant in an similar role or skill set and/or our 3rd party screening company, Derrico Computers (a sample Derrico is included).

Interpersonal/Behavioral Review – One of TeamSoft’s executives interviews the candidate to determine if they have the ideal combination of technical, interpersonal and behavioral skills required to join our team or fit within a client’s organization.

Background Check – The candidate must pass a thorough background and reference check.

Precision Matching – Qualified candidates are matched with opportunities that align with their abilities and experience.

Description of Recruiting Process

When a new job order/position description comes in, it is assigned to a specific Recruiter that is currently working on other openings with a similar technological requirement. That person is responsible for posting the position to the various job boards, LinkedIn, Craigslist, Bullhorn and other recruiting resources.

All recruiters first access their master pipelines in cBizOne to identify potential candidates that are already through the TeamSoft screening process and then reach out to current consultants/ pipeline candidates for referrals (TeamSoft offers a \$1000 referral bonus to anyone that refers a candidate who is successfully placed in a new position for 90 days).

As the recruiters speak with potential candidates, they continue to communicate with the Account Manager regarding any additional questions/information that would be helpful. The Account Manager then follows up with the client to obtain this information – project details, why the position is open, what does the successful person’s background look like, importance of industry experience, dynamic of the team, company information and additional benefits – and passes it along to the recruiting team. Any additional information can be helpful for recruiters to sell the company, opportunity, location to a candidate.

Recruiting Resources

TeamSoft Recruiters have an extensive list of resources that have proven useful in their sourcing efforts. Depending on the position/type of project, some of these resources can be quite unique and yet beneficial.

Candidate Database – cBizOne

TeamSoft website

Dice.com

Monster.com

Indeed.com
LinkedIn/Connectifier
Facebook
Bullhorn
Twitter
Craigslist

TeamSoft's Partner Network

Additionally, current/former consultants can be excellent resources for referrals depending on the position. At TeamSoft, we offer IT professionals a referral bonus for candidates that are referred to us who work at least 90 days in a new contract/direct hire position.

6. A description of how any turnover on contractor's personnel working at ETF would be handled.

Any turnover of TeamSoft personnel working at the ETF would be handled by the Lead Account Manager. If she is not available, our secondary Account Manager would provide assistance. If personnel is being released from project early, the Lead Account Manager would contact our personnel to let them know they have been released from their project. The Lead Account Manager would then gather all ETF property (laptop, badge, ID, etc.) and return it to the ETF in a timely manner. The Lead Account Manager would also collect personal items of the personnel from the ETF.

If it is determined that a replacement candidate is needed, the Lead Account Manager would open a job order and the Recruiting team would identify candidates to put through the TeamSoft screening process and we would present them to the ETF for consideration. Once a replacement candidate is identified, TeamSoft would be responsible for providing the replacement's first three weeks of service at no cost so that ETF could train the replacement – per the agreement.

7. Provide a written response that reflects your understanding of the job descriptions in Section 3. Detail your firm's experience in providing the positions or similar positions and how that experience is relevant. The response should provide evidence of the proposer's ability to supply personnel with the skills, abilities, and knowledge required to perform the duties and responsibilities as described.

TeamSoft's initial IT focus, while important, has expanded to non-IT positions mainly out of demand from our clients who appreciate our screening process and our ability to find/identify top talent for a wide array of position types.

Relevant to this response, Jennifer Parker's 4+ years in finance and accounting staffing has helped her better understand not just the types of positions that the ETF is looking to fill but also the market/demand for these skill sets.

TeamSoft has expanded to sourcing/recruitment of Accountant positions with another local client, QBE for the past 3 months as well as Publications and Communications Specialist type positions for the past 5 years at CUNA Mutual and more recently at WE Energies and American Family Insurance.

Other non-IT positions that TeamSoft has recruited on and staffed to include: Administrative Assistants, Recruiters (Finance & Accounting, Technical and Call Center), Marketing Specialists, Account Implementation Coordinators, Contract Administrator, Claims Specialists, Instructional Designers, Paralegals.

8. Provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm. ETF reserves the right to disqualify any proposer if their response will impede their ability to work for ETF.

TeamSoft does not have any judgment, criminal conviction, investigation or litigation pending at this time.

9. Provide a narrative describing the relationship between staffing the positions in Section 3 and the firm's other contracts, and how the other contracts will not limit the ability to perform this contract. Note any other contracts with another government agency. Note if the proposer is willing to extend the same pricing and terms to another government agency besides ETF.

TeamSoft currently has over 190 consultants at 21 different clients across 7 states. We have a talented group that works at TeamSoft and a strong support staff that continues to ensure that we are able to answer to both our current clients as well as new opportunities that present themselves.

TeamSoft is on the vendor list for the State of Wisconsin/TAPFIN IT Services contract. We have had that partnership since 2008 and currently have 43 consultants across 12 different departments (including 5 consultants at the ETF). We would definitely be willing to extend the same pricing and terms to another government agency besides ETF.

We are also on the preferred vendor list for the State of Iowa and the City of Minneapolis for IT Services.

10. Describe if the proposer had a contract terminated or canceled prematurely for any reason during the past five years. Describe all such incidents, including why the contract was terminated, and the other party's name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the proposal if the facts indicate that completion of a contract resulting from the RFP may be jeopardized by selection of the

proposer. If no such terminations or cancellations have been experienced in the past five years, the proposer must so state.

TeamSoft has not had a contract terminated or canceled prematurely in the past five years.

11. Describe your organization's quality control procedures for keeping complete and accurate records, documenting business processes, checking for errors, and reviewing processes for effectiveness and opportunities to improve. Describe how your quality control processes would be applied to each stage of this project.

TeamSoft's HR Department maintains multiple files (payroll file, medical file, background information file, general file, I-9 files) for each employee with different levels of access for each file type. HR oversees all the filing and maintenance of our employee records to maintain consistency and accuracy. TeamSoft has SOPs in place for filing and keeping records when new employees start and whenever there is a change in the employee's status. There are also SOPs for reviewing the records periodically to insure accuracy. The HR Department also maintains a series of checklists that act as an ever evolving SOP for everything from new employees/new clients, to end of project/end of employment, and everything in-between. These checklists are routed to each department that may be involved in that particular business process and they are responsible for completing the required SOPs for that particular situation. The checklists are extremely detailed and thorough. The department is also required to re-evaluate, on a regular basis, their portion of the checklists to ensure the checklist is maintaining its accuracy as well as providing a process that works efficiently and effectively.

12. Describe how your organization will protect ETF and ETF member confidentiality and comply with HIPAA data security and privacy requirements. Note that ETF takes the security and privacy of member data very seriously. Should a contractor fail to properly protect confidential information, any cost ETF pays to mitigate the data breach will be subtracted from the total contract price, in addition to other possible legal action. The contractor is responsible for taking timely action and must absorb the cost of mitigating the damages to affected members and ETF. The selected proposer(s) will be required to sign ETF's Business Associate Agreement (Appendix G) and must agree to do so per 2.1.8. Candidates on Position Requests must agree to Appendix H and the terms of 2.1.18.

TeamSoft will have consultants sign any desired policies/onboarding docs from the State that state they will comply with this clause.

We also have confidentiality clauses in our employment agreements and would update them to specifically address HIPAA breaches. TeamSoft has business liability and errors and omissions insurance.

13. ETF may require that the contractor meet certain performance measures to continue as an awarded contractor.

Performance Standards and Guarantees (PS&G) may be negotiated during contract negotiations and become part of the contract. Penalties may also be negotiated and established. Penalties may be assessed for any PS&G not met.

List any performance measurements your organization currently uses and specify how these measurements are derived and would be applied to the contract with ETF.

We check often with hiring managers and our consultants to make sure the assignment is progressing optimally. We talk with our consultants about expectations and their commitment to completion. In the event that a concern is raised, we address it immediately through open communication. Follow up meetings with their manager ensures that the consultant is meeting expectations on the client side as well. Incidentally, we never pull consultants from a client mid-assignment to place them on another client, and we demand the same for those consultants who subcontract through us from another firm. We also perform annual reviews for all of our consultants. Part of this process involves requesting feedback from the hiring manager as well.

Section 3 STAFFING SERVICES – JOB CATEGORIES AND POSITION DESCRIPTIONS

TeamSoft will cover the following Job Categories. Maximum Bill Rate for each Position covered is referenced in Appendix F/Cost Proposal.

- 3.1 Category: Accountant – Entry, Intermediate and Advanced
Both Jennifer and Greg have 3+ years' staffing experience in the finance and accounting field. Jennifer's contacts in the Madison area (the market where she focused her finance & staffing work) are a great base for qualified candidates at all levels for this category. Beyond the current pipeline, we also have many of the same sources for identifying new candidates for these roles. TeamSoft also has provided candidates in the accounting field for other clients, most recently QBE The Americas.
- 3.2 Category: Benefits Specialist – Entry, Intermediate and Advanced
- 3.3 Category: Benefits Assistant – Entry, Intermediate and Advanced
- 3.4 Category: Benefits Program and Policy Analyst – Entry, Intermediate and Advanced:
Greg has 3+ years' staffing experience for positions in this category. Jennifer holds a PHR certification and therefore has a solid understanding of benefits administration. Beyond the experience/knowledge, TeamSoft also has a third party screening service that provides technical screening/feedback in regards to skills specific to positions. Again, sourcing options for these types of candidates include: job boards, LinkedIn, Connectifier, networking with meet-up groups as well as referrals from local contacts.
- 3.5 Category: Publications and Communications Specialist – Entry, Intermediate and Advanced
TeamSoft has provided staffing services for a wide variety of communications positions with their existing clients. Types of positions include Communication Specialists, Marketing Specialists and Account Implementation Coordinators for CUNA Mutual at a variety of levels as well as Technical Writing roles at several clients including American Family, the State of Wisconsin and QBE The Americas.
- 3.6 Category: Training Officer/Coordinator – Entry, Intermediate and Advanced
TeamSoft has placed Training Consultants in roles with a variety of our clients – the areas of specialty for the training have been wide-ranging including: Java development, instructional design, and implementation among others. TeamSoft has an exceptional reputation in the Madison market so we receive many candidate referrals as well as have a solid online presence for finding job seekers. All openings are posted on our website as well as the active recruiting efforts that are conducted by the team to identify new candidates.
- 3.7 Category: Purchasing and Contracts Specialist – Entry, Intermediate and Advanced

Jennifer and Greg each have 3+ years' staffing experience with these types of roles. Beyond our pipeline of candidates, the typical sources for new candidates would also be used: LinkedIn, job boards, referrals, etc.

- **3.8 Category: Auditor (Internal) – Entry, Intermediate and Advanced**
Jennifer has 3+ years recruiting/staffing experience for Internal Auditors in the Madison market. Clients where she has previously recruited for these types of roles include CUNA Mutual, Springs Window Fashions and QBE. Beyond the network of candidates that she has, active recruiting efforts would also be made through job boards and LinkedIn as well as calls to passive candidates working at local companies.
- **3.9 Category: Budget Analyst – Entry, Intermediate and Advanced**
Both Jennifer and Greg have 3+ years' staffing experience in the finance and accounting field. Jennifer's contacts in the Madison area (the market where she focused her finance & staffing work) are a great base for qualified candidates at all levels for this category. Beyond the current pipeline, we also have many of the same sources for identifying new candidates for these roles. TeamSoft also has provided candidates in the accounting field for other clients, most recently QBE The Americas.
- **3.10 Category: Other Positions as Needed – Entry, Intermediate and Advanced**
TeamSoft will provide staffing services to the ETF for other positions as needed. Other areas where we have previous staffing experience include such positions as Administrative Assistants and Claim Specialists. With the combined 50+ years of recruiting experience, the TeamSoft team has a solid background for recruiting/identifying top talent in a wide range of position categories.

TAB 4

ASSUMPTIONS & EXCEPTIONS

TeamSoft does not have any assumptions and exceptions to include.