

State of Wisconsin  
Department of Workforce Development  
Division of Administrative Services



Bureau of Procurement  
and Information Management  
P.O. Box 7892  
Madison, WI 53707

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**CONTRACT**  
by and between  
**Wisconsin Department of Workforce Development**  
and  
**Public Consulting Group LLC**

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**COMMODITY OR SERVICE:**

Comprehensive Statewide  
Needs Assessment (CSNA)

**REQUEST FOR PROPOSAL:**

ILD0009

**CONTRACT PERIOD:**

December 1, 2023 - November 30, 2026  
With 1 two-year renewal

**CONTRACT NO:**

44500-O24-ILD0009-00

1. This Contract is entered into by and between the State of Wisconsin, Department of Workforce Development ("DWD"), and the contractor whose name and principal officer appears below (the "Contractor").

2. Whereby DWD agrees to purchase, and the Contractor agrees to supply the services in accordance with the terms and conditions of the request for proposal (cited above) and the Contractor's bid, which are hereby made a part of this contract.

3. This Contract, the standard and supplemental terms and conditions attached to this Contract, the Contractor's bid, the request for proposal (cited above), and any written and dated clarifications or representations between the parties regarding this Contract shall constitute the entire agreement by and between the parties. This Contract may be amended by mutual consent of the parties, and all amendments to this Contract must be in writing, signed by both parties, and dated. Any conflicts, inconsistencies, or ambiguity in the agreement between the parties shall be resolved by giving precedence in the following order:

- A. Applicable laws, regulations, and policies of the State of Wisconsin and Federal government.
- B. This Contract.
- C. The standard and supplemental standard terms and conditions attached to this Contract.
- D. Statement of Work (Exhibit 1)
- F. Written and dated clarifications or representations between the parties regarding this contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of execution by both parties below. By signing below the parties agree to the terms of this Contract.

DocuSigned by:  
*Kathy Fallon*  
\_\_\_\_\_  
Kathy Fallon, Human Services Practice Area Director  
Public Consulting Group LLC

12/5/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Pamela McGillivray*  
\_\_\_\_\_  
Pamela McGillivray, Deputy Secretary  
Department of Workforce Development

12/6/2023  
\_\_\_\_\_  
Date

State of Wisconsin  
 Department of Administration  
 Division of Enterprise Operations  
 DOA-3681 (1/2017)  
 ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement  
 101 East Wilson Street, 6th Floor  
 Post Office Box 7867  
 Madison, WI 53707-7867  
 FAX (608) 267-0600  
<http://vendornet.state.wi.us>

## 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 bidder/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 bidder/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 bidder/proposer and will not knowingly be disclosed by the bidder/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 bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/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 bidder'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 bidder'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.
- 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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall

provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

**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.

## Standard Terms and Conditions (Request for Bids / Proposals)

- 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. Bidders/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 bidder'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 bidders/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 industrywide. 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 bidder 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.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 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 bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/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 nonappropriation 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. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 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). Bidders/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 State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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. Bidders 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 bidder/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 bidder/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.

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**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.

## **Exhibit 1 Statement of Work**

### 1.0) Focus Groups

- 1.1) Schedule, conduct and direct focus groups that reflect a representative sampling of (1) the Wisconsin business community; (2) current, former, and potential consumers of Vocational Rehabilitation (VR) services, including unserved and under-served populations i.e., diverse ethnic, cultural, and racial groups, LGBTQ+, non-native English language speakers, individuals involved in or impacted by the criminal justice system, and wards with a high prevalence of individuals with disabilities; (3) DVR staff; (4) family members and/or advocates of current, former, and potential consumers of VR services; and (5) current community rehabilitation service providers, key State of Wisconsin partner agencies, Tribal Vocational Rehabilitation partners, and other stakeholders as identified by the DVR focus groups. The focus group discussions must include, but are not limited to, participants' positive experiences with DVR services, as well as areas of potential improvement in the provision of DVR services. DVR anticipates 15 focus groups per contract term to meet this requirement.
- 1.2) The Contractor shall secure in-person or virtual translation and/or interpretation services for participants who request such services at no additional cost to the State. The appropriate mode of communication shall be consistent with the informed choice of the participant and enable them to comprehend and respond to information that is being communicated (for example: when the appropriate mode of communication is sign language this service must be provided by professional interpreters licensed by the Department of Regulation and Licensing).
- 1.3) All foreign language interpreting provided under this Contract must be administered by a qualified interpreter. A qualified interpreter shall be proficient in English and the DVR consumer's primary language and demonstrate knowledge in both languages of relevant specialized terms and concepts. Interpreters shall demonstrate their competency of the culture of the Limited English Proficiency (LEP) language group being served.

### 2.0) Scheduling

- 2.1) Ensure focus group participants are aware of the sessions for which they are scheduled and bear responsibility for ensuring that reminder communications such as, but not limited to, telephone calls, emails, and/or social networking are sent to all focus group participants.

### 3.0) Surveys

- 3.1) In accordance with requirements provided by DVR, develop and administer surveys to current community rehabilitation service providers, key State of Wisconsin partner agencies, Tribal Vocational Rehabilitation partners, other stakeholders as identified by DVR, current, former, and potential consumers, family members, and/or advocates of current, former, and potential consumers, DWD/DVR staff, and Wisconsin businesses in order to evaluate capacity.



## **Exhibit 1 Statement of Work**

- 3.2) Follow up with interviews for clarification. Analyze and report results of the surveys to DWD/DVR. The Contractor must provide survey content, related materials, and survey mechanism to DVR (after final Report) to allow for DVR use in years that the CSNA is not completed i.e., 2025, and 2026.
  
- 4.0) Travel
  - 4.1) All travel must be pre-approved by DVR for reimbursement at the State rate.
  - 4.2) Per Diem (meals and lodging) - DWD will limit reimbursement of meals and lodging to State rates identified in the [State Compensation Plan](#).
  - 4.3) All mileage shall be limited to current IRS mileage reimbursement rate at the time of travel (<https://www.irs.gov/tax-professionals/standard-mileage-rates>).
  
- 5.0) Confidentiality
  - 5.1) Ensure the confidentiality of CSNA participants and that their information is utilized solely for the purpose of the CSNA. Confidential information means all tangible and intangible information and materials being disclosed by one party to another hereunder in connection with this Contract, in any form or medium (and without regard to whether the information is owned by a party or by a third party), that satisfy at least one of the following criteria: (i) Consumer 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; (iii) information qualifying as a trade secret, as defined in Wis. Statute 134.90(1)(c); or (iv) personally identifiable information as defined by Wis. Stat. 19.62(5).
  
- 6.0) Reporting Requirements
  - 6.1) Monthly Progress Reports shall be submitted to [DVRSpecialContracts@dwd.wisconsin.gov](mailto:DVRSpecialContracts@dwd.wisconsin.gov) on the 5th of the month for the previous month, using the monthly reporting template (Attachment B).
  - 6.2) Monthly Progress Reports shall include, at a minimum:
    - Status of data gathering.
    - Status of the development of a finalized interview questionnaire template(s) for Key Informant interview.
    - Status of the development of a focus group interview questionnaire template(s) for unique focus group sessions.
    - Status of the development of a stakeholder survey questionnaire template to be utilized for each unique Stakeholder Survey.
    - Status of surveys described in Section 3.0.
    - Any barriers to completing the services identified in the Scope of Work.
  - 6.3) Draft CSNA Report due by December 2024; Final CSNA Report due by January 1, 2025.
  - 6.4) Participate in bi-weekly meetings with DVR for the first two months of service delivery; meetings for ensuing months will be determined by DVR and Contractor on an as needed basis.

## **Exhibit 1 Statement of Work**

### 7.0) Presentation of Findings and Recommendations

- 7.1) Contractor will be required to facilitate sessions to report on CSNA findings and recommendations, with three groups: 1) DWD DVR Staff; 2) DWD Senior Leadership Team (SLT); and 3) the Wisconsin Rehabilitation Council (WRC).

### 8.0) Information Technology (IT) Cyber Security Requirements

- 8.1) All participant information must be protected from cyber-attacks. Safeguards must include computers equipped with antivirus software that receive regular patches and updates from software vendors to correct security problems, improve functionality, and defend against viruses, malware, and other online threats.
- 8.2) Configure all software (operating system, anti-malware, and applications), to install updates automatically.
- 8.3) Set antivirus software to run a scan after each update.
- 8.4) All operating systems must have a firewall enabled or firewall software installed for Internet connection.
- 8.5) Data must be backed up at least weekly on all computers storing participant information. Data includes email, documents, spreadsheets, databases, financial, human resources, and accounts receivable/payable files.
- 8.6) All computers and portable devices containing participant information must be stored and locked when not in use and be set for automatic locking after a period of nonuse (e.g., five (5) minutes).
- 8.7) All mobile devices containing participant information must be password protected and use data encryption and security apps to prevent unauthorized access while the phone is on public networks.
- 8.8) Ensure Wi-Fi networks are secure, encrypted, and hidden from public access.
- 8.9) Password protect router access and disable guest Wi-Fi access.
- 8.10) Use unique passwords and full disk encryption protection.
- 8.11) Set the operating system to change passwords every three (3) months.
- 8.12) Use passwords that are at least eight (8) characters, complex, contain a special character like #, \$, and a capitalized letter and changed every 90 days.
- 8.13) Maintain company policies on cyber security. Policies must include:
  - 8.13)1. Penalties for violating company information technology security policies.
  - 8.13)2. Instructions on how to report lost or stolen equipment.

## **Exhibit 1 Statement of Work**

- 8.13)3. A requirement that personnel and/or subcontractors may not install software on devices containing DVR consumer information without permission.
- 8.14) All personnel and/or subcontractors performing services under the awarded contract must be trained on company and DWD-DVR cyber security policies and sign an acknowledgement that they have completed the required training.
- 8.15) Create user accounts for all personnel and/or subcontractors working with participant information to control physical access to computers.
- 8.16) Ensure that all personnel and/or subcontractors understand how to do the following:
  - 8.16)1. Spot a phishing email.
  - 8.16)2. Use safe browsing practices.
  - 8.16)3. Identify and avoid suspicious downloads.
  - 8.16)4. Create strong passwords.
  - 8.16)5. Report security incidents involving DVR consumer information.
- 8.17) Only personnel and/or subcontractors approved to work under the awarded contract should be given access to the specific computers and data that store participant information.
- 8.18) Limit access to privileged (admin) accounts used to administer servers (if using server-based applications) and individual computers.
- 8.19) Configure each computer to have a separate login for admin privileges so personnel and/or subcontractors cannot make changes to or update the operating system.
- 8.20) Contractor shall secure hard copy Confidential Information and keep it safe in the event of a fire or other catastrophic event. Confidential Information must be stored in a secure location when not in use during work hours and after hours.
- 9.0) Release of Information Forms
  - 9.1) Contractor shall maintain records on any release of information forms in accordance with DVR standards. ([DVR Confidentiality \(wisconsin.gov\)](http://www.wisconsin.gov)).
- 10.0) Communication
  - 10.1) Contractor agrees to respond to communications received from DVR within five (5) business days. Communication may include, but is not limited to:
    - 10.1)1. Draft reports
    - 10.1)2. Emails
    - 10.1)3. Phone calls

A timeline of project phases is presented below.

**Table 2: Phase I - Project Start-Up and Project Management Tasks**

Stage	Description	Month of Task Start
1.1	Facilitate project kick-off meeting	December 2023
1.2	Submit preliminary information and materials request	December 2023
1.3	Finalize project management tools	December 2023
1.4	Conduct ongoing bi-weekly status meetings (13)	Ongoing, 2023 - 2025
1.5	On-going project management tasks	Ongoing, 2023-2025
1.6	Monthly progress reporting template	Ongoing, 2023-2025

**Table 3: Phase II - Implementation Planning**

Stage	Description	Month of Task Start
2.1	Develop Implementation Plan	December 2023
2.1.1	Revise and Redraft implementation plan	December 2023
2.2	Develop Outreach Plan	January 2023
2.2.1	Revise and Redraft outreach plan	January 2023

**Table 4: Phase III - Data Collection**

Stage	Description	Month of Task Start
3.1	Develop Surveys	-
3.1.1	Consumer Survey	March 2024
3.1.2	Staff Survey	March 2024
3.1.3	Provider Survey	March 2024
3.1.4	Businesses Survey	March 2024
3.2	Program to Qualtrics	Ongoing, 2024
3.3	Distribute and Monitor	Ongoing, 2024
3.4	Develop Moderator Guides	-
3.4.1	Consumer Group Guide	May 2024
3.4.2	Staff Group Guide	January 2024
3.4.3	Provider Group Guide	January 2024
3.4.4	Businesses Group Guide	May 2024
3.5	Recruit for Focus Groups (20 Groups per administration, ~150 Participants), Key Informants and set Community Meeting Dates and Locations	June 2024
3.6	Conduct Focus Groups (20)	June - July 2024
3.7	Conduct Community Meetings (3-4)	July – August 2024
3.10	Gather Federal Data	December 2023
3.11	WI VR Data	January 2024
3.12	Clean and restructure datasets	January 2024

**Table 5: Phase IV - Data Analysis**

Stage	Description	Month of Task Start
4.1	Survey Data Analysis	March 2024
4.2	Focus Group Analysis	July - August 2024

Stage	Description	Month of Task Start
4.3	Community Meeting/Interview Analysis	August 2024
4.4	WI VR Data	August 2024
4.5	Federal Requirements	August 2024
4.6	CIL Data and Analysis	September 2024
4.7	Policy Review	Ongoing, 2023-2025

**Table 6: Phase V - Writing**

Stage	Description	Month of Task Start
5.1	Outline	September 2024
5.2	Develop Recommendations	September 2024
5.3	Write Initial Draft	October 2024
5.4	Conduct 3 working sessions with WI DVR	October 2024
5.3.1	Review notes and update draft	November 2024
5.5	Create final draft	November 2024
5.6	Create results presentations (Staff, Leadership, WRC)	December 2024
5.6.1	Finalize presentations	December 2024
5.7	Presentations to DWD DVR Staff, DWD Senior Leadership and Wisconsin Rehabilitation Council	December 2024
5.8	Delivery of Final Report	January 1, 2025

# ATTACHMENT A: Budget

ID	Item Description	Quantity	Unit Price	Total Price
1	Focus Groups	15	\$ 1,573.92	\$ 23,608.80
2	Written Surveys	4	\$ 9,599.33	\$ 38,397.32
3	Monthly Progress Reports	13	\$ 4,292.68	\$ 55,804.84
4	Draft Report	1	\$ 132,691.90	\$ 132,691.90
5	Final Report	1	\$ 33,993.20	\$ 33,993.20
6	Oral Presentation	3	\$ 7,895.67	\$ 23,687.01
7	Implementation Plan	1	\$ 18,527.40	\$ 18,527.40
8	<b>Out of state costs</b> (if necessary to complete any of the contract requirements) • Should include items such as flights, car rental, etc.			\$ 4,500.00
9	<b>In-state costs</b> (if necessary to complete any of the contract requirements) • Mileage (all mileage shall be limited to current IRS mileage reimbursement rate at the time of travel) ( <a href="https://www.irs.gov/tax-professionals/standard-mileage-rates">https://www.irs.gov/tax-professionals/standard-mileage-rates</a> ) • Meals • Lodging • Focus Group Events (room rentals, snacks, beverages, etc.)			\$ 5,050.00
<b>Total</b>				\$ 336,260.47