**Requests for Proposals (RFP) ETB0047-49**

**for**

**Third Party Administration of the Well Wisconsin Program for the Department of Employee Trust Funds**

**ETB0047: Well-Being Services**

**ETB0048: Mental Health Services**

**ETB0049: Chronic Condition Management Services**

****

**Issued by the**

**State of Wisconsin**

**Department of Employee Trust Funds**

**On behalf of the Group Insurance Board**

Release Date: May 5, 2022

Table of Contents

[Table of Contents 2](#_Toc92106600)

[Appendices 2](#_Toc92106601)

[Required FORMS 2](#_Toc92106602)

[1 General Information 4](#_Toc92106603)

[2 Preparing and Submitting a Proposal 15](#_Toc92106604)

[3 Proposal Selection and Award Process 21](#_Toc92106605)

[4 Proposer Requirements and Qualifications 25](#_Toc92106606)

[5 Program Specifications 25](#_Toc92106607)

[6 General Questionnaire - Applies to all 3 RFPs 25](#_Toc92106608)

[7 Technical Questionnaires 31](#_Toc92106609)

[8 Cost 32](#_Toc92106610)

[9 Contract Terms and Conditions 33](#_Toc92106611)

Appendices

* Appendix 1 – Specifications – General (applies to ETB0047, ETB0048, ETB0049)
* Appendix 2 – Specifications – Well-Being Services (ETB0047)
* Appendix 3 – Specifications – Mental Health Services (ETB0048)
* Appendix 4 – Specifications – Chronic Condition Management Services (ETB0049)
* Appendix 5 – Reporting Requirements
* Appendix 6 – Performance Standards and Penalties
* Appendix 7 – Pro Forma Contract
* Appendix 8 – Department Terms and Conditions
* Appendix 9 – State of Wisconsin Enrollment Data
* Appendix 10 – Group Health Insurance Program (GHIP) Employer Group Detail
* Appendix 11 – 834 Companion Guide
* Appendix 12 – Data Supplier Agreement (sample)
* Appendix 13 – Non-Disclosure Agreement (Data Out) (sample)
* Appendix 14 – Data Transfer Authorization (sample)
* Appendix 15 – Biometric Screening Data Specifications
* Appendix 16 – Health Assessment Data Specifications
* Appendix 17 – Program Participation Data Specifications
* Appendix 18 – Incentive Payment Data Specifications

Required FORMS

* Form A – Proposal Checklist
* Form B – Mandatory Requirements and Qualifications
* Form C – Subcontractor Information
* Form D – Request for Proposal Signature Page
* Form E – Vendor Information
* Form F – Vendor References
* Form G – Designation of Confidential and Proprietary Information
* Form H – Non-Disclosure Agreement (NDA)
* Form I – Cost Proposal Workbook

# General Information

## Procuring and Contracting Agency

This Request for Proposals (RFP) is issued by the Wisconsin Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Group Insurance Board (Board). The Department is the sole point of contact for this RFP. The terms “ETF” and “Department” may be used interchangeably in this RFP and its attachments.

Prospective Proposers are prohibited from contacting any person other than the individual listed below regarding this RFP. Violation of this requirement may result in the Proposer being disqualified from further consideration.

**Wisconsin Department of Employee Trust Funds**

Procurement Lead:

Beth Bucaida

Telephone: 608-267-3933

E-mail: [ETFSMBProcurement@etf.wi.gov](mailto:ETFProcurement@etf.wi.gov)

**NOTE:** The Department’s offices are closed on Saturdays, Sundays, and State holidays. See State holidays <https://dpm.wi.gov/Pages/How_Do_I/seeStateHolidays.aspx>.

## Board and Department Authority

This solicitation is authorized under Chapter 40 of the Wisconsin State Statutes. Procurement statutes and rules that govern other State agencies may not be applicable. All decisions and actions under this RFP are solely under the authority of the Group Insurance Board (Board). On August 18, 2021, the Board delegated to the Department the authority to solicit proposals for one or more third-party administrators for the State of Wisconsin Well Wisconsin Program. The Department is acting as an agent of the Board in carrying out any directives or decisions relating to this RFP, the Contract(s), and subsequent awards.

## Introduction

The Department administers the Wisconsin Retirement System (WRS), the Group Health Insurance Program (GHIP) for State Employers and many Local government entities, and a variety of other public employee benefit programs. (See Appendix 10 – Group Health Insurance Program (GHIP) Employer Group Detail.) The WRS has consistently ranked among the top 10 largest public pension funds in the U.S., providing retirement benefits for more than 652,000 current and former State and Local government Employees and their families on behalf of approximately 1,500 Employers. Participants in the WRS include public school teachers, current and former Employees of State agencies and the University of Wisconsin system, and Employees of most Local Governments. All State WRS Members and those from the participating Local Employers are eligible to enroll in the GHIP. The State of Wisconsin Well Wisconsin Program is offered as part of the GHIP. The Department is overseen by independent governing boards and funds are held on behalf of the benefit program beneficiaries in the Public Employee Trust Fund created and regulated under Chapter 40 of the Wisconsin State Statutes.

The purpose of this Request for Proposals (RFP) is to solicit proposals from interested and qualified parties who can provide third-party administration services for the State of Wisconsin Well Wisconsin Program (Program), which includes well-being, mental health, and chronic condition management.

The Department intends to use the results of this solicitation process to award one or more contracts for the services described herein. The contract(s) will be administered and managed by the Department, with oversight by the Board. This RFP document, its attachments, and the awarded Proposal(s) will be incorporated into the contract(s).

There are three RFPs covered in this document:

* RFP ETB0047: Well-Being Services
* RFP ETB0048: Mental Health Services
* RFP ETB0049: Chronic Condition Management Services

Vendors may submit a Proposal for one, two or all three of the RFPs.

### Health Insurance Program Background

The GHIP, administered by the Department and the Department’s contracted health plans (11 plans in 2022), is a fully insured plan for employees of State agencies, the Legislature, University of Wisconsin System, University of Wisconsin Hospital and Clinics, almost 400 Local Government Employers, Retirees, and their dependents. The GHIP makes up one of the largest health plan groups in Wisconsin, spending $1.6 billion in health insurance premiums annually and covering approximately 240,000 lives. (See Appendix 9 – State of Wisconsin Enrollment Data.)

The pharmacy benefit program is self-insured and carved out from the GHIP. It has been administered through a Pharmacy Benefit Manager (PBM) since 2004. This includes providing Medicare Part D benefits through an Employer Group Waiver Plan (EGWP) and additional wrap-around benefit since 2012.

## Well Wisconsin Program overview-Background Information

The Board implemented Well Wisconsin, a uniform wellness program, as part of the GHIP in 2014, which was previously administered by individual health plans contracted with the Department. In 2016, the Board entered a contract with a single administrator to expand Program offerings for Members beginning in 2017. The Program is currently administered by WebMD Health Services Group, Inc., and is available to all health plan Subscribers (approximately 110,000) and their spouses (approximately 50,000). Child dependents are not eligible to participate. Current Program services include:

* biometric health screenings (onsite events, self-collection kits, physician forms)
* flu vaccine clinics
* health coaching
* chronic condition management (asthma, diabetes, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease)
* an online portal (health assessment, challenges, educational materials, trackers, fitness videos, guided meditation, etc.)

Participants can earn a Program incentive (a taxable $150 debit card) by completing a Health Assessment, health check (biometric screening – onsite or via self-collection kit, dental exam or one coaching call), and one well-being activity (challenges, education sessions, coaching, and more). Currently, Medicare Advantage Members can utilize services but cannot earn the incentive.

Health coaching and chronic condition management participants are identified through self-reporting on the health assessment questionnaire and pharmacy claims data. Currently, health plans do not share medical claims with the Program administrator.

In addition to an account management team, the current Program administrator provides the services of two dedicated program management staff who support an employer wellness champion network, largely focused on State and UW Employees, and develop onsite well-being resources, toolkits and participant engagement activities, a robust communication plan, and custom reporting.

The Board adopted the healthcare triple aim (1. health, 2. quality/satisfaction, and 3. cost) as their guiding principle for evaluating all GHIP programs and policies. The Department completes evaluations with this in mind. Based on current capabilities with Program analysis, the Department has identified the following results:

1. Participants have a lower rate of increase in relative health risk scores compared to non-participants.
2. Participants have significantly better healthcare utilization rates than non-participants.
3. Health improvements are being realized for repeat Participants as measured by the Health Assessment.
4. Participants continue to be satisfied with Program services as measured by annual satisfaction surveys.
5. There are savings when evaluating expected versus actual allowed medical and pharmacy claims amounts for Participants compared to non-participants.

However, a return-on-investment (ROI) analysis was completed for the Program by the Board’s actuary for the first three years (2017 – 2019) of the Program and found that that savings have not surpassed overall costs.

GHIP health plans may offer some limited well-being services and education; however, they are prohibited from offering incentives or benefits that do not qualify as a medical expense as identified in IRS Publication 502. The GHIP health plans are encouraged to refer Members to the Program vendor’s(s’) services.

### Well Wisconsin Program Participation

Participation in the Program has almost doubled since transitioning to a single Program administrator in 2017.

**Program Participation 2014-2021**

Participation has consistently been higher among Active Employees as compared to Retirees. Table 1 below identifies the percentage of eligible Participants who earned the incentive within the primary employee types in 2021.

**Table 1. Incentives Earned in 2021**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Eligible Participants** | **Incentives Earned** | **% of Eligible** |
| **State Employees** | 55,545 | 18,665 | 34.2% |
| **UW Employees** | 48,835 | 17,703 | 36.3% |
| **Local Employees** | 17,465 | 5,315 | 30.4% |
| **State Retirees** | 41,577 | 5,369 | 12.9% |
| **Local Retirees** | 2,960 | 502 | 17% |

### Worksite Biometric Health Screenings and Flu Vaccine Clinics

The Well Wisconsin program currently provides opportunities for Participants to complete biometric screenings. Employers participating in the GHIP may offer onsite biometric health screenings for Participants. Participants may choose to complete a screening at their primary care provider’s office or request a self-collection kit. In 2021, there were 95 worksite biometric health screening events across the State with almost 2,400 Participants. Almost 7,000 health care provider forms were processed, and 3,800 self-collection kits analyzed. Results data from biometric screenings, health care provider forms, and self-collection kits is loaded into the Participants’ wellness portal account and also transferred to the Participants’ health plans and the Department’s data warehouse vendor by the Program administrator or their subcontractor(s).

In 2021, there were 121 flu vaccine clinics with over 4,100 vaccines administered to Participants. The Program administrator’s flu vaccine subcontractor uploads the vaccine data to the Wisconsin Immunization Registry and works with the Participants’ health plans for billing and payment.

### Mental Health

Current Program offerings in mental health are primarily limited to digital resilience-building and stress management tools and resources.

The Department is currently piloting meQuilibrium, a digital health coaching program, with a subset of the Department’s population. The Department has also piloted the [Mental Health First Aid](https://www.mentalhealthfirstaid.org/) training program with a limited number of participants and received positive feedback.

Participants can also engage in health coaching with a focus on mental health.

Mental health counseling is currently and will continue to be considered a covered benefit by the GHIP health plans. It is expected that GHIP health plans and Well Wisconsin vendor(s) continue to work together to coordinate overall mental health benefits.

### Health Coaching and Chronic Condition Management

Health coaching is available to any Participant, regardless of risk level. Approximately 26,500 health coaching sessions were completed between January and October 2021, with the highest percent of Participants focusing on weight management, physical activity, and nutrition. Other Participants engaged in topics such as mental health, sleep, controlling blood sugar, tobacco cessation, and more.

Chronic condition management is available to any Participant who has diabetes, asthma, chronic obstructive pulmonary disease, coronary artery disease or congestive heart failure. Participants who self-identify as having one of the chronic conditions on the health assessment receive outreach from the Program administrator with an invitation to participate. In 2021, 15% of all Participants completing the Health Assessment were considered eligible for chronic condition management, with asthma being the most prevalent condition. From January through September 2021, 23.3% of those Participants eligible for chronic condition management were engaged in the chronic condition management program. The current Program administrator expanded outreach using pharmacy claims data to identify eligible chronic condition management program Participants during 2022.

The GHIP health plans also supplement chronic condition management services for their Members. The Program administrator shares data with the health plans on Members who are engaged in health coaching and/or chronic condition management for overall program coordination. Generally, the health plans are not currently working with a significant portion of Members on chronic condition management services. The Program administrator also shares data with the Department’s data warehouse vendor.

### Additional Background Information

Table 2 below provides links to additional informational resources. This information is provided to assist Proposers in completing an RFP response.

Table 2. Resources

|  |  |
| --- | --- |
| Background | Web Address |
| Employee Trust Funds Website | <http://etf.wi.gov> |
| Well Wisconsin for Members Webpage | <https://etf.wi.gov/well-wisconsin-members> |
| Well Wisconsin for Employers Webpage | <https://etf.wi.gov/well-wisconsin-employers> |
| GHIP Fact Sheet | <http://etf.wi.gov/publications/et8902.pdf> |
| Wisconsin Administrative Code: Chapter ETF 11 Appeals | <http://docs.legis.wisconsin.gov/code/admin_code/etf/11> |
| WI State Statutes Chapter 40 | <https://docs.legis.wisconsin.gov/statutes/statutes/40> |
| ETF Insurance Complaint Information | <http://etf.wi.gov/publications/et2405.pdf> |
| ETF Annual Comprehensive Financial Report 2020 | <https://etf.wi.gov/files/acfr-2020/download?inline=> |
| 2016 Wellness RFP; current contract and amendments | <https://etfonline.wi.gov/etf/internet/RFP/Wellness_2016/index.html> |
| meQuilibrium information presented to the Board | <https://etf.wi.gov/boards/groupinsurance/2021/11/17/gib8/direct>. |
| Program impact on Triple Aim (October 19, 2020 Board memo) | <https://etf.wi.gov/boards/groupinsurance/2020/11/18/gib7b/direct> |

## Future State: Project Scope and Objectives

In an effort to support the Board’s focus on the Healthcare Triple Aim and the framework the Healthcare Triple Aim provides, i.e., support of overall Member health, quality, and satisfaction, and containing future cost increases, the Department and the Board are seeking one or more innovative vendors who have a proven track record in offering well-being, mental health and/or chronic condition management services that change Participants’ long-term well-being behavior and improve health outcomes. The vendor(s) must have capabilities to seamlessly service an account the size of the State’s and its location diversity and work collaboratively with the GHIP’s vendors to support overall population health.

The awarded Contractor(s) must:

1. Be a strategic partner to the Department, the GHIP health plans, and the Board in wellness, mental health, and/or chronic condition management planning and strategic program and policy development;
2. Market and promote the Program directly to Members and Employers and the GHIP health plans, minimizing Participant confusion between Program and individual health plan services;
3. Provide engaging, evidence-based services to Participants, such as health coaching and web-based tools;
4. Develop and maintain a user friendly, tailored, engaging and secure web-portal for Members and Department program administrators; and
5. Use Program data and pharmacy claims data to assess needs, identify areas of opportunity, propose solutions, and evaluate impacts on health outcomes, Participant satisfaction and costs.

The following phased-in approach for the Program is anticipated with the intent that selected strategic vendor(s) evolve their service offerings with the Department and as the GHIP, Participant needs, and social and economic conditions evolve:

**Phase 1:** Administer aspects of the current Program, maintaining existing Participant engagement levels. Collaborate with the GHIP health plans and other vendors to manage overall population health via well-being, mental health, and chronic condition management services.

**Phase 2:** Use Program and GHIP data (pharmacy and medical claims) to identify and implement new or enhanced cost-effective and targeted strategies to increase Program participation and desired Triple Aim outcomes, including increasing the opportunities to engage moderate to high-risk Members in the Program and improve their health conditions.

## Definitions and Acronyms

Words and terms will be given their ordinary and usual meanings. Where capitalized in this RFP and attachments, the following definitions and acronyms have the meanings indicated unless otherwise noted. The meanings will be applicable to the singular, plural, masculine, feminine, and neuter forms of the words and terms.

**Active Employee** (State or Local) means a full or part-time Employee whose Employer participates in the Program.

**Additional Service** means a service the Proposer offers in excess of the Services required in the Contract. Any Additional Service offered will not be dependent on implementation or delivery of the Services under the Contract. An Additional Service offered by the Proposer is not a guarantee, either stated or implied to be included in the Contract. An Additional Service will only be implemented or delivered at the Department’s request.

**Board** means State of Wisconsin Group Insurance Board.

**Business Day** means each Calendar Day except Saturday, Sunday, and official State of Wisconsin holidays (see also: Calendar Day, Day).

**Calendar Day** refers to a period of twenty-four hours starting at midnight.

**Calendar Year** means the time period from January 1 to December 31.

**Calendar of Events** means the schedule of events in Section 1.10.

**Confidential Information** means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information; (ii) Personally Identifiable Information under Wis. Stat. § 19.62(5); (iii) Protected Health Information under HIPAA, 45 CFR 160.103; (iv) proprietary information; (v) non-public information related to the State of Wisconsin’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; (vi) information expressly designated as confidential in writing by the State of Wisconsin; (vii) all information that is restricted or prohibited from disclosure by State or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis. Admin. Code ETF 10.70(1) and 10.01(3m); or (viii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36 (5) or material which can be kept confidential under the Wisconsin public records law.

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that incorporates, among other documents, this RFP and its exhibits, appendices and forms, the successful Proposer's Proposal as accepted by the Department, an updated and executed Appendix 7 – Pro Forma Contract, its exhibits, subsequent amendments, and other documents as agreed upon by the Department and the Contractor.

**Contractor** means the Proposer who is awarded a Contract.

**Cost Proposal** means the document submitted by a Proposer that includes Proposer’s costs to provide the Services. Form I – Cost Proposal Workbook is one of the required documents all Proposers must submit. The Cost Proposal is described in Section 8 and elsewhere in this RFP.

**Day** means Calendar Day unless otherwise indicated.

**Department** or **ETF** means the Wisconsin Department of Employee Trust Funds.

**Department Program Manager** means the primary contact established by the Department for the Well Wisconsin Program.

**Employee** means an eligible employee of the State of Wisconsin as defined under [[Wis. Stat. § 40.02 (25) (a), 1., 2., or (b), 1m., 2., 2g., or 8](https://docs.legis.wisconsin.gov/statutes/statutes/40/I/02/25)](https://docs.legis.wisconsin.gov/statutes/statutes/40/I/02/25). As used herein, a State Employee is an Employee of a State Employer and a Local Government Employee is an Employee of a Local Government entity.

**Employee Assistance Program** or **EAP** means the in-person and/or virtual counseling sessions, referrals to community resources, supervisory consultations, crisis support, and work life referrals program offered to most State Employees and their household members and some Local Employees. The State’s current contracted provider is Kepro. Some of the UW institutions and Local Employers may have different EAP providers available to their Employees.

**Employer** means the State, including each State agency, UW institution, any county, city, village, town, school district, other governmental unit or instrumentality of two or more units of government as defined is [Wis. Stat. § 40.02 (28)](https://docs.legis.wisconsin.gov/document/statutes/40.02(28)).

**Group Health Insurance Program** or **GHIP** means the State of Wisconsin Group Health Insurance Program. For purposes of this RFP, it also includes the Wisconsin Public Employers Group Health Insurance Program as well, which is the official name of the health insurance program available to Local Employers.

**Health Assessment** means the questionnaire provided by the Contractor that measures Participants’ modifiable health factors.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996.

**Holiday** means those days recognized by the State of Wisconsin: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve Day.

**Local Employee** means an Employee employed by a Local Government entity.

**Local Government** means a State of Wisconsin government entity, other than a State agency, the UW Hospitals and Clinics, or the UW System, which is eligible to participate in the Program.

**Mandatory** means the least possible threshold, functionality, degree, performance, etc. needed to meet the compulsory requirement.

**Member(s)** meansan Active Employee or a Retiree and their covered spouse or dependent(s) who are eligible for benefits through the GHIP.

**Open Enrollment Period** means the four-week enrollment period usually in and around October for Active Employees and Retirees to make changes to, add, or terminate any health benefit related policy for the upcoming benefit year. The changes made during this time are then active on the following January 1. New Employees hired at any point during the year get a 30-Calendar Day enrollment period to make health benefit choices.

**Participant(s)** means a Subscriber or a Subscriber’s spouse who is participating in the Program by completing activities such as the health assessment, screenings, coaching or portal-related education or challenges.

**Payroll Center** means the benefits department of a participating State agency that is responsible for completing business processes associated with Program enrollment and changes, payroll deductions, leave benefit administration, and terminations.

**Program** means the State of Wisconsin Well Wisconsin Program; the Program includes Well-Being, Mental Health, and Chronic Condition Management programs.

**Program Launch Date** means January 1, 2024.

**Proposal** means the complete response of a Proposer submitted in the format specified in this RFP, which sets forth the Services offered by a Proposer and Proposer’s pricing for providing the Services described in this RFP.

**Proposer** means any individual, firm, company, corporation, or other entity that submits a Proposal in response to this RFP.

**Quarterly** means a period consisting of every consecutive three (3) months beginning in January.

**Retiree** means a State or a Local Government WRS participant who is retired and receives an annuity or lump sum benefit from the Wisconsin Retirement System. See [Wis. Stat. § 40.02 (49)](https://docs.legis.wisconsin.gov/document/statutes/40.02(49)).

**Request for Proposals** or **RFP** means this Request for Proposals and its attachments, including RFP ETB0047 for Well-Being Services, RFP ETB0048 for Mental Health Services, and ETB0049 for Chronic Condition Management Services.

**Services** means all work performed, and labor, actions, recommendations, plans, research, and documentation provided by the Contractor necessary to fulfill that which the Contractor is obligated to provide under the Contract.

**State** means the State of Wisconsin.

**State Statutes** or **ss** or **Wisconsin Statutes** or **Wis. Stat.** means Wisconsin State Statutes referenced in this RFP, viewable at: <http://www.legis.state.wi.us/rsb/stats.html>.

**Subcontractor** means a person or company hired by the Contractor to perform a specific task or provide Services as part of the Contract.

**Subscriber** means an Employee, Retiree, or their surviving dependent(s), who have been specified by the Department as eligible to enroll in and entitled to receive medical benefits under the GHIP.

**UW** means the University of Wisconsin. The UW System has 13 universities across 26 campuses and a statewide extension.

**WPE** means Wisconsin Public Employer as defined under [Wis. Stat. § 40.02 (28)](https://docs.legis.wisconsin.gov/document/statutes/40.02(28)), other than the State, which has acted under [Wis. Stat. § 40.51 (7)](https://docs.legis.wisconsin.gov/document/statutes/40.51(7)), to make health care coverage available to its Employees. Also, typically referred to as a Local Employer.

**WRS** means the Wisconsin Retirement System.

Please see the Department’s glossary at: <https://etf.wi.gov/glossary> for additional definitions.

## Clarification of the Specifications and Requirements

Proposers must submit all questions concerning this RFP via email (no phone calls) to **ETFSMBProcurement@etf.wi.gov**. The subject line of the email must include “ETA0047-49” and the email must be received on or before the date identified in Section 1.10 Calendar of Events, Proposer Questions. Proposers are expected to raise any questions they have concerning this RFP at this point in the process. Do not include any information within your questions that would identify your company as all submitted questions will be shared publicly on the Department’s website.

Proposers are encouraged to submit any assumptions or exceptions during the above process. All assumptions and exceptions listed must contain a rationale as to the basis for the assumption/exception. The Department will inform Proposers what assumptions/exceptions are acceptable to the Department.

Questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov) using the format specified below:

Table 3. Format for Submission of Clarification Questions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Q # | RFP / Appendix # and Section # | RFP Page | Question/Rationale | Department Answer |
| Q1 |  |  |  |  |
| Q2 |  |  |  |  |
| Q3 |  |  |  |  |

Q = Proposer’s question

Proposer’s email must include the name of Proposer’s company and the person submitting the question(s). A compilation of all questions and answers, along with any RFP updates, will be posted to the Department website at <https://etf.wi.gov/node/26541> on or about the date indicated in Section 1.10 Calendar of Events, Department Posts Responses to Proposer Questions.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately upon discovery email the individual identified in Section 1.1 Procuring and Contracting Agency, with “ERROR re ETA0047-49” stated in the email subject line and explain such error and request modification or clarification of this RFP document. Failure to raise any such cognizable error immediately but no later than before the Proposal submission deadline will result in a bar on subsequently raising the issue.

If it becomes necessary to update any part of this RFP, updates will be published on the Department’s website listed above. Electronic versions of this RFP and its attachments are available on the Department website noted above.

## Vendor Conference

There is no scheduled vendor conference. A vendor conference is an opportunity for vendors to ask questions. If ETF decides to hold a vendor conference, a notice will be posted on the Department’s public website for this RFP at <https://etf.wi.gov/node/26541>?????????????. Note, unless this notice is posted, no conference will be held.

## Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities, upon request.

## Calendar of Events

Listed below are the important dates by which actions related to this RFP must be completed. If the Department finds it necessary to change any of the dates and times listed below, it will do so by posting an addendum to this RFP on the Department’s website. No other formal notification will be issued for changes in the estimated dates.

Table 4. Calendar of Events \*

|  |  |
| --- | --- |
| Date / Time | Event |
| May 5, 2022 | Department issues RFP |
| **May 26, 2022, by 12:00 p.m. Central Daylight Time** | Vendor questions due |
| **May 26, 2022, by 12:00 p.m. Central Daylight Time** | Vendors’ letter of intent to submit a proposal due |
| Early July 2022 | Department posts responses to Proposer questions |
| **August 4, 2022, by 12:00 p.m. Central Daylight Time** | **PROPOSAL DUE DATE** |
| September/October 2022 | Proposer presentations and web portal demonstrations to the evaluation committee |
| February 22, 2023 | Group Insurance Board meeting (possible finalist Proposer presentations to the Board) |
| February 2023 | Department notifies Proposers of intent to award |
| February/March 2023 | Contract negotiations begin |
| April 2023 | Contract execution |
| May 2023 | Contractor onboarding/implementation/transition |
| January 1, 2024 | Program Launch Date |

**\*All dates are estimated with the exception of the due dates for Proposer questions, letter of intent to submit a Proposal, and PROPOSAL DUE DATE.**

## Contract Term

One to three separate Contracts may be awarded. The term for each Contract for providing the Services will commence on the date the Contract is executed and extend through December 31, 2026 (Initial Term), unless terminated earlier per the terms of the Contract. By submitting a Proposal, Proposer agrees Proposer’s pricing as accepted by the Department in the final Contract shall remain the same throughout the Initial Term.

The Board retains the option, by mutual agreement of the Board and the successful Proposer(s), to renew a Contract for two (2) additional two (2)-year periods extending the Contract through December 31, 2030, subject to the satisfactory negotiation of terms, including pricing.

**NOTE:** The Contractor(s) will assist the Department with implementation, transition, and Participant communication prior to Services being made available for the 2024 Program year on the Program Launch Date. This implementation and transition period will begin after the Contract is executed and continue until implementation and transition are completed. The Contractor will begin providing Services and administering the Program on the Program Launch Date (with the understanding that some Services may not be delivered by the Contractor on January 1, 2024, due to the January 1 holiday).

## Letter of Intent

A letter of intent indicating that a vendor intends to submit a response to this RFP is *highly encouraged* (see Section 1.10 Calendar of Events). In the letter, identify the vendor’s organization/company name; list the name, location, telephone number, and email address of one or more persons authorized to act on the vendor’s behalf. Submit the letter of intent via email to [ETFSMBProcurement@etf.wi.gov](mailto:ETFSMBProcurement@etf.wi.gov). The pertinent RFP number(s) and title(s) must be referenced in the subject line of vendor’s email. The letter of intent does not obligate a vendor to submit a Proposal.

## No Obligation to Contract

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

## Wisconsin Department of Administration eSupplier Registration

The Wisconsin Department of Administration’s eSupplier Portal is available to all businesses and organizations that want to do business with the State. The eSupplier Portal allows vendors to see details about pending invoices and payments, allows vendors to receive automatic, future official notices of bid opportunities, and, in some cases, allows vendors to respond to State solicitations. Note: the eSupplier Portal is not being used for this solicitation for Proposer responses.

For more information on the eSupplier Portal, go to: <https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_BIDDER>

## Retention of Rights

All Proposals become the property of the Department upon receipt. All rights, title and interest in all materials and ideas prepared by the Proposer for the Proposal, and provided to the Department, will be the exclusive property of the Department and may be used by the Department and the State at its discretion.

# Preparing and Submitting a Proposal

## General Instructions

The evaluation and selection of a Contractor(s) will be based on the information received in the submitted Proposal plus the following optional review methods, at the Department’s discretion: reference checks, presentations, demonstrations, interviews, responses to requests for additional information or clarification, any on-site visits, and/or best and final offers (BAFOs), where requested. Such methods may be used to clarify and substantiate information in the Proposals.

Failure to respond to each of the requirements in this RFP may be the basis for rejecting a Proposal.

All Proposals must be in English.

## Incurring Costs

Neither the State nor the Department are liable for any costs incurred by Proposers in replying to this RFP, making requested oral presentations, or demonstrations.

## Submitting the Proposal

### ****Proposal Due Date and Time****

**Proposals must be uploaded to the following Box URL:** <https://etf.app.box.com/f/bf2c90fea72f447f8ac92561a2a4dd27>

a. Proposers are solely responsible for ensuring that Proposals are received by the Department before the deadline stated in Section 1.10 Calendar of Events. It is recommended that Proposers begin the process of Proposal submission via Box and test their system well in advance of the due date and time listed.

b. The Department takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software.

**c. Proposals received by the Department after the date and time specified in Section 1.10 Calendar of Events will not be accepted and will be disqualified. All required parts of the Proposal must be submitted by the specified due date and time; if any portion of the Proposal is submitted late, the entire Proposal will be disqualified. Proposers may request, via an email to the address listed in Section 1.1 Procuring and Contracting Agency, the time and date their Proposal was received.**

### Uploading Proposals to Box

**Proposals must be uploaded to the following Box URL:** <https://etf.app.box.com/f/bf2c90fea72f447f8ac92561a2a4dd27>

**Important Requirements:**

a. Do not upload zipped folders or files to this URL.

b. Do not upload folders to this URL.

c. Acceptable file types include PDF, DOCX, **or XLSX.**

1. **Do not lock or password protect any Proposal files.**
2. **Include the Proposer’s name and the RFP number in each file name.**
3. **Files must be free** of all malware, ransomware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious operations on a computer.

g. If you experience problems accessing Box to upload your Proposal documents, please consult with your IT department; consider “whitelisting” Box or turning off your VPN to allow uploads.

h. If a document file includes confidential/proprietary information, include the word “confidential” in the file name and be sure to include the document name and details of the confidentiality, e.g., document name, page and/or section, in Form G – Designation of Confidential and Proprietary Information.

### Required files

Proposers must upload all required files/materials as specified in this RFP.

**a. Proposal submission must include all Proposer documents responsive to the RFP(s) for which the Proposer is submitting a response (ETB0047, ETB0048, and/or ETB0049).**

**b. At a minimum, Proposer’s submission must include the following two (2) files:**

**1. Unredacted Proposal. The file name for this document should include Proposer’s name + “Proposal” + the name/number of the RFP(s) Proposer is responding to: ETB0047 for Well-Being Services, ETB0048 for Mental Health Services and/or ETB0049 for Chronic Condition Management Services. This file must contain all electronic, unredacted Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). Do not include the Cost Proposal in this file.**

**2. Cost Proposal. The file name for this document should include Proposer’s name + “Cost Proposal” + the name/number of the RFP(s) Proposer is responding to: ETB0047 for Well-Being Services, ETB0048 for Mental Health Services and/or ETB0049 for Chronic Condition Management Services. This file must contain Proposer’s completed Form I** – **Cost Proposal Workbook. Costs provided in Proposer’s Cost Proposal must NOT be redacted for confidentiality.**

**c. Redacted Proposal. IF the Proposal includes confidential or proprietary information, include a file labeled Proposer’s name + “Redacted Proposal” + the name/number of the RFP(s) Proposer is responding to: ETB0047 for Well-being Services, ETB0048 for Mental Health Services and/or ETB0049 for Chronic Condition Management Services. This file must contain all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format** **EXCLUDING or REDACTING all confidential and proprietary information/documents. Proposers should be aware that the Department may need to electronically send the redacted files to members of the public and other Proposers when responding appropriately to public records requests. Note that no matter what the method the Proposer uses to redact documents in this file, the Department is not responsible for checking that the redactions match the Proposer’s Form G – Designation of Confidential and Proprietary Information. The Department is not responsible for checking the redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy. The Department may post redacted Proposals on the Department’s public website in exactly the same file format the Proposer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process. Do not include the Cost Proposal in this file. Cost Proposals cannot be redacted.**

* **Redact only material the Proposer authored. For example, do not redact the requirement or question the Proposer is responding to, only the answer.**
* **Do not redact page numbers. Page numbers should remain visible at all times, even if the whole page is being redacted.**
* **List a descriptor of the redacted items on Form G – Designation of Confidential and Proprietary Information; sign the form only once. Add as many lines/pages to Form G as necessary.**

**d. If the Proposer is unable to include all required forms, documents and requested materials in the Proposal documents listed above, the Proposer may upload other documents to the Box URL listed above.** All file names of uploaded documents must contain Proposer’s name as the first word in the file name, examples: “Proposer’s name + reports,” “Proposer’s name + forms,” “Proposer’s name + Assumptions and Exceptions.” All such files must be **in Microsoft Word/Microsoft Excel, or Adobe Acrobat 9.0 (or above) format.**

## Proposal Organization and Format

Proposers responding to this RFP must comply with the following requirements. The Department reserves the right to exclude any Proposals from consideration that do not follow these requirements.

### Document and Format Requirements

Include the following documents in the Proposal in the following order:

**a. Proposal Cover Page: Include at a minimum the following information:**

* **Proposer's company name**
* **The following text, as appropriate:  *Proposal Response for the Wisconsin Department of Employee Trust Funds* + the RFP name(s)/number(s) for which the Proposer is submitting a Proposal(s): ETB0047 for Well-Being Services, ETB0048 for Mental Health Services and/or ETB0049 for Chronic Condition Management Services**
* Date the Proposal response is authored

**b. Table of Contents: Include a table of contents in the Proposal for the major sections of the Proposal. At a minimum include the items listed below within the table of contents.**

c. **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 and address of company/Proposer
* Name, title, signature, telephone number and email address of Proposer’s authorized representative
* Name, title, telephone number and email address of representative(s) who may be contacted by the Department if questions arise regarding the Proposal
* **The RFP name(s) and number(s) for which Proposer is submitting a response: ETB0047 for Well-Being Services, ETB0048 for Mental Health Services and/or ETB0049 for Chronic Condition Management Services**
* Executive summary

d. **Completed Forms:** complete and include the following forms in the Proposal

* Form A – Proposal Checklist
* Form B – Mandatory Requirements and Qualifications
* Form C – Subcontractor Information
* Form D – Request for Proposal Signature Page
* Form E – Vendor Information
* Form F – Vendor References
* Form G – Designation of Confidential and Proprietary Information
* Form H – Non-Disclosure Agreement (NDA)
* Form I – Cost Proposal Workbook
* Current Form W-9 Request for Taxpayer Identification Number and Certification (get the latest form from the Department of the Treasury, Internal Revenue Service: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

**Form Requirements:**

**Form F – Vendor References.** Proposers must provide at least four (4) references in Form F – References. References may be contacted to determine the quality of work performed and personnel assigned to the project, etc. The results of any reference checks will be used for scoring Proposals. Other reference requirements are stated in Form F. **The Department** reserves the right to contact other states, agencies, and individuals, about the Proposer even if not listed as references by the Proposer.

**Form G – Designation of Confidential and Proprietary Information.** All Proposers have a continuing obligation to submit an updated **Form G up to the date the Department’s Notice of Intent to Award a Contract(s) is issued if the Department requests additional information that the Proposer claims is confidential or proprietary. Merely designating submitted information “confidential” or “proprietary” on the submitted document is insufficient.**

**Form I – Cost Proposal Workbook** must be submitted as noted in Section 2.3 above. Also see RFP Section 8, Cost.

e. **Responses to Section 6 General Questionnaire**

f. **Responses to Section 7 Technical Questionnaires**

g. **Assumptions and Exceptions:** If the Proposer has no assumptions or exceptions to any RFP term, condition, appendix, specification, or Form, the Proposer must provide a statement to that effect in the Proposal.

**If the Proposer has assumptions and/or exceptions, the Proposer must follow the instructions in Section 2.4.2 below for submitting assumptions and exceptions.**

**h. Promotional Materials: Only provide promotional materials if they are relevant to a specific requirement or request specified in this RFP. If provided, all materials must be included with the response to the relevant requirement and clearly identified as “promotional materials.” Electronic access to such materials is preferred, which includes web links.**

### Instructions for Submitting Assumptions and Exceptions

a. Regardless of any proposed assumption or exception, the Proposal as presented must include all Services requested.

b. If the Proposer cannot agree to a term or condition as written in this RFP and its attachments, the Proposer must make its specific requested revision to the language of the provision by striking out words or inserting language to the text of the provision. Any new text and/or deletions of original text must be clearly color coded or highlighted. Proposers must avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions. Wholesale substitutions of provisions must not be made in lieu of strategic edits required to reflect Proposer modifications. See Section 2.4.3 below regarding assumptions and exceptions to Appendix 8 – Department Terms and Conditions.

c. Immediately after a proposed revision, the Proposer must add a concise explanation concerning the reason or rationale for the revision. Such explanations must be separate and distinct from the marked-up text and shall be bracketed, formatted in *italics,* and preceded with the term “[*Explanation: ….*].”

d. Submission of any standard Proposer contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Proposal. An objection to terms or conditions without including proposed alternative language will be deemed to be an acceptance of the language as applicable.

e. If the Proposer has any assumptions or exceptions to information in Form I – Cost Proposal Workbook or RFP Section 8 Cost, provide those where indicated in Form I.

f. All provisions on which no changes are noted will be assumed to be accepted by the Proposer as written and will not be subject to further negotiation or change of any kind unless otherwise proposed by the Department.

g. The Department reserves the right to negotiate contractual terms and conditions when it is in the best interest of the State to do so.

h. Exceptions to any RFP terms and conditions may be considered by the Department during Contract negotiations if it is beneficial to the Department.

i. The Department may or may not consider any of the Proposer’s suggested revisions. The Department reserves the right to reject any proposed assumptions or exceptions.

j. Clearly label each assumption and exception with one of the following labels, as applicable:

* + Appendix 8 – Department Terms and Conditions Assumptions and Exceptions
  + RFP/Appendix (excluding RFP Section 8 Cost and Form I – Cost Proposal Workbook) Assumptions and Exceptions

Section 8 Cost and Form I – Cost Proposal Workbook assumptions and exceptions must be included where indicated in Form I.

### IMPORTANT: Supplemental Information – Department Terms and Conditions

The Department may not allow any assumptions or exceptions by the Proposer to any of the sections of Appendix 8 – Department Terms and Conditions that are listed in Table 5 below. Any Proposal with an assumption or exception to language in the sections listed in Table 5 may be rejected unless the Proposer, upon the Department’s request, recants each such assumption or exception in writing.

If, during contract negotiations, there are minor issues that need to be addressed due to the Proposer’s inability to meet specific provisions in the sections of the Department Terms and Conditions listed in Table 5 below, the Department may choose to negotiate these issues with the Proposer as the Department sees fit.

If there is a difference in interpretation of the Department Terms and Conditions between the Proposer and the Department, the Department may be willing to address those matters during contract negotiations and make clarifications.

Please be advised that the Department is unlikely to agree to make substantial changes to sections in the Department Terms and Conditions that are listed in Table 5 below.

***Table 5. No Assumptions or Exceptions Allowed***

**Appendix 8 – Department Terms and Conditions**

|  |
| --- |
| **Section** |
| 3.0 Legal Relations |
| 12.0 Discount for Late Delivery |
| 13.0 Contract Dispute Resolution |
| 14.0 Controlling Law |
| 16.0 Termination of the Contract |
| 17.0 Termination for Cause |
| 17.1 Breach by Pattern or Practice |
| 18.0 Remedies of the Department |
| 23.0 – 23.5 Indemnification |
| 28.0 Information Security Agreement |
| 39.0 Assignment |

## Multiple Proposals

Multiple Proposals from a Proposer for a single RFP will not be accepted.

## Withdrawal of Proposals

Proposals will be irrevocable until the Contract is awarded unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the date and time listed in Section 1.10 Calendar of Events, for the Proposal Due Date or upon expiration of three (3) Calendar Days after the Proposal Due Date and time, if received by the Department. To accomplish this, the written request must be signed by an authorized representative of the Proposer’s company and submitted to the contact listed in Section 1.1 Procuring and Contracting Agency. If a previously submitted Proposal is withdrawn before the Proposal Due Date, the Proposer may submit another Proposal at any time up to the Proposal Due Date and time.

# Proposal Selection and Award Process

## Preliminary Evaluation

Proposals will initially be reviewed to determine if Form B – Mandatory Requirements and Qualifications are met, to the extent the Department can make that determination, and if all required Proposal components are received. All components of the Proposal must be submitted prior to the deadline listed in Section 1.10 Calendar of Events. Failure on the part of the Proposer to:

* submit a complete Proposal on time and following the instructions for completing the Proposal specified in this RFP, or,
* provide a complete response to Form I – Cost Proposal Workbook, or,
* be able to meet the specifications in this RFP and the appropriate appendices,

may result in rejection of the Proposal regardless of when the Department makes such discovery. In the event that all Proposers do not meet one or more of the RFP requirements, the Department reserves the right to continue the evaluation of Proposals and to select the Proposal(s) that most closely meet(s) the requirements specified in this RFP. Also, see Section 2.4.3 regarding assumptions/exceptions to certain sections of Appendix 8 – Department Terms and Conditions.

## Clarification Process

The Department may request Proposers to clarify ambiguities or answer questions related to information presented in their Proposal. Clarifications may occur throughout the Proposal evaluation process. Clarification requests will include appropriate references to this RFP and the Proposal. Responses must be submitted to the Department in writing in the manner and timeframe specified by the Department. Failure to provide responses as instructed may result in rejection of a Proposal.

## Evaluation Criteria

Proposals that pass the preliminary evaluation may be reviewed by an evaluation committee. The evaluation committee may review written Proposals, additional clarifications, oral presentations or demonstrations of the Proposer’s proposed products(s) and/or service(s) (top scoring Proposers only), site visits, and other information to score Proposals. The Department may request reports on a Proposer’s financial stability (this includes the Department’s request for Proposers to furnish audited financial statements), and if financial stability is not substantiated, may reject a Proposer’s Proposal. The Department may review results of past awards to the Proposer by the State.

The RFP evaluation committee may contact the references of selected Proposers to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. Proposers should **use Form F – Vendor References to provide references.** The Department will act as its own reference (therefore do not list the Department as a reference). At least one reference should be an entity with at least 50,000 eligible Participants for whom your organization provides services like those described in this RFP. Reference checks may be used by evaluation committee members to clarify and substantiate information in the Proposals, learn about the Proposer’s past performance and ability to perform the Services, and may be considered when scoring Proposer responses to the general and technical questionnaires in this RFP.

A Proposer may not contact any member of the RFP evaluation committee about any issue related to this RFP.

The evaluation committee's scoring will be tabulated, and Proposals will be ranked based on the numerical scores received. The evaluation committee reserves the right to stop reviewing a Proposal at any point during the evaluation process and remove the Proposal from further consideration when the Proposal is not reasonably apt to receive an award.

## Proposal Scoring

Proposals submitted for each of the RFPs (ETB0047, ETB0047, and ETB0049) will be scored based upon the proven ability of the Proposer to satisfy the requirements specified herein in an efficient, cost-effective manner, taking into account quality of Services proposed. Proposals will be scored individually, using the following point system:

Table 6. Evaluation Criteria / Points

| **RFP Section** | **Description** | **Total Points** | **%** |
| --- | --- | --- | --- |
| 6 | General Questionnaire: Applies to all RFPs. The maximum total score for section 6 is 350; if a Proposer submits a Proposal for more than one RFP the score of section 6 will be used for each Proposal submitted. | 350 | 35% |
| 7 | Technical Questionnaire: Sections 7.1 – 7.5 apply to all RFPs; section 7.6 applies to Well-Being Services; Section 7.7 applies to Mental Health Services; Section 7.8 applies to Chronic Condition Management. The maximum total score for section 7 is 450 for each Proposal submitted. | 450 | 45% |
| Form I | Cost Proposal | 200 | 20% |
|  | **Proposal Total** | **1,000** | **100%** |
| **top proposers only** | **Description** | **Total Points** | **%** |
| - | Proposer Presentations/Portal Demonstrations | Not scored but used by the evaluation committee to clarify proposals | |

The points listed above are the maximum amount of points awarded for each RFP section listed. Proposers whose Proposals are accepted for final consideration will be required to participate in Proposer presentations and/or web-portal demonstrations (see Table 4. Calendar of Events) as described below in Section 3.5 Proposer Presentations, Demonstrations, Site Visits.

## Proposer Presentations, Demonstrations, Site Visits

**This section is not scored. (0 points)**

**Any presentations, demonstrations or site visits will inform evaluation committee members’ scoring of the General and/or Technical Questionnaires.**

At the direction of the evaluation committee and the discretion of the Department, Proposers reasonably apt to receive an award (top scoring Proposers) based on the evaluation of their Proposal and the scores to their General and Technical Questionnaires (RFP Sections 6 and 7) may be required to participate in oral presentations or demonstrations, interviews and/or site visits to supplement the Proposals, if requested by the Department. This may include presentations to supplement or clarify information in the Proposal or demonstrations of Proposer’s key tools, web portal, and reporting capabilities, and interviews with key Department staff, evaluation committee members, and Board members. Proposer presentations and/or demonstrations may be used by evaluation committee members to validate or supplement Proposal information; committee members may change their scores to the Proposer’s responses to items in Sections 6 and 7 based on Proposer presentations/demonstrations.

The Department will reasonably attempt to schedule each Proposer presentation or demonstration at a time that is agreeable to the Proposer. Presentations will be held either virtually via MS Teams or in Madison, Wisconsin. Failure of a Proposer to provide a presentation or demonstration or permit a site visit on the date scheduled may result in rejection of the Proposer’s Proposal.

By submitting a Proposal in response to this RFP, the Proposer grants rights to the Department to contact or arrange a site visit with any or all of the Proposer’s clients, associates, Subcontractors, and/or references.

Proposers invited by the evaluation committee and Department to provide a presentation or demonstration will be given a list of agenda items/talking points the Proposer must address to ensure an objective comparison by the evaluation committee of Proposers’ proposed services.

If a presentation or demonstration is required, the Department prefers to have the designated primary contact, program managers, implementation managers, or other key assigned project staff participate in the presentation or demonstration and facilitate discussions. The Department’s objective is to ascertain the designated primary contact’s familiarity with the Department’s mission and expectations, and their ability to explain, communicate, converse, and interact with Department staff. While respecting the role of sales and marketing staff in the sales process, the Department is most interested in interacting with the staff the Department will be interacting with daily to manage the Contract, if the Proposer wins the award.

## Method to Score the Cost

Scores for each RFP (ETB0047, ETB0048 and ETB0049) will be tallied separately. The lowest Cost Proposal for each RFP (ETB0047, ETB0048 and ETB0049) will receive the maximum number of points available for the cost category. Other Cost Proposals will receive prorated scores based on the proportion that the costs of the Proposals vary from the lowest Cost Proposal.

## Best and Final Offer (BAFO)

The Department reserves the right to solicit one or more BAFOs and conduct Proposer discussions, request more competitive pricing, clarify Proposals, and contact references of finalists, should it be advantageous for the Department to do so. The Department is the sole determinant of what is most advantageous.

If a BAFO is solicited, it will contain the specific information on what is being requested, as well as submission requirements, and a timeline with due date for submission. Any BAFO responses received by the Department after the stated due date may not be accepted. Proposers that are asked to submit a BAFO may refuse to do so by submitting a written response indicating their Cost Proposal remains as originally submitted. Refusing to submit a BAFO, if asked, will not disqualify the Proposer from further consideration.

## Contract Award

The evaluation committee may conduct Proposer discussions, clarify Proposals, contact the references of Proposers, and request a Best and Final Offer (BAFO) from Proposers. Information regarding the Proposals will be presented to the Board. One or more Proposals may be presented to the Board for award based on the results of the general, technical, cost evaluations, and references. If the evaluation committee conducted oral presentations or demonstrations, the award will be based on the results of the presentations or demonstrations, as well. The Proposal(s) determined to best meet the goals of the State’s benefits program may be selected by the Board for further action, including oral presentations or demonstrations to the Board, and the Board’s discussion held in closed session regarding the award among other considerations in determining the award decision. The Board has the fiduciary responsibility and authority to make the final contract award decision. Under [Wis. Stat. § 40.03 (6)](https://docs.legis.wisconsin.gov/document/statutes/40.03(6)) there is no requirement for the Board to award a contract to the Proposer who scored the most points. The Board reserves the right not to award a Contract.

If contract negotiations cannot be concluded successfully with the selected Proposer(s), the Board may negotiate a Contract with another Proposer.

## Right to Reject Proposals and Negotiate Contract Terms

This RFP does not commit the Board to awarding a Contract, or paying any cost incurred in the preparation of a Proposal in response to the RFP. The Board retains the right to accept or reject any or all Proposals or accept or reject any part of a Proposal deemed to be in the best interest of the Board. The Board will be the sole judge as to compliance with the instructions contained in this RFP.

The Department, on behalf of the Board, will negotiate the terms of the Contract, including the award amount and the Contract length, with the selected Proposer(s) prior to entering into a Contract. The Department reserves the right to add contract terms and conditions to the Contract during contract negotiations and subsequent renewals.

## Notification of Intent to Award

All Proposers who respond to this RFP will be notified in writing of the Board’s intent to award one or more contracts as a result of this RFP. All decisions and actions under this RFP are solely under the authority of the Board.

## RFP / Contract Award Appeals Process

Protests (appeals) of the Board’s intent to award a contract must be made in writing and according to the Board’s Policy for vendor Procurement Appeals located at <http://etf.wi.gov/boards/gov-manual-gib/vendor.pdf>.

A Proposer who wants to appeal the award must first email a written notice indicating that the Proposer intends to appeal the award decision to [ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov). The notice of intent to appeal the decision must be received no later than five (5) Business Days after the notice of intent to award the contract is issued.

Following the notice of intent to appeal, the Proposer’s formal written appeal must be emailed to [ETFSMBProcurementAppeals@etf.wi.gov](mailto:ETFSMBProcurementAppeals@etf.wi.gov), addressed to the Board, c/o the Secretary of the Department, within ten (10) Business Days after the notice of intent to award the contract is issued. Appeal rights are lost if no formal appeal is timely received. The formal appeal must state the RFP number, detailed factual grounds for the objection to the Contract award, and must identify any sections of the Wisconsin Statutes and Wisconsin Administrative Code that are alleged to have been violated. Proposers can appeal only once per award.

The subjective judgment of evaluation committee members is not appealable. Following Board action, a written decision will be sent to the appellant. The decision of the Board regarding any appeal is final.

# Proposer MANDATORY Requirements and Qualifications

**This section is not scored. (0 points)**

**Use Form B – Mandatory Requirements and Qualifications to respond.**

Failure of a Proposer to comply with one or more of the items listed in Form B – Mandatory Requirements and Qualifications may disqualify the Proposer. A response to each item in Form B is required.

If the Proposer cannot agree to each item listed in Form B, the Proposer must so specify and provide the reason for the disagreement in the Assumptions and Exceptions section of the Proposal (see instructions in Section 2.4.2 above).

Conditions of the RFP that have the word “must” or “shall” describe a Mandatory Requirement.

# Program Specifications and Requirements

**This section is not scored. (0 points)**

The specifications and requirements contained in this RFP are the minimum requirements that the Contractor shall meet. If the Proposer cannot agree to the applicable specifications and requirements, the Proposer must so specify and provide the reason for the disagreement in the Assumptions and Exceptions section of Proposer’s response (see instructions in Section 2.4.2 above).

RFP program specifications are attached:

Appendix 1 – Specifications – General (applies to ETB0047, ETB0048, and ETB0049)

Appendix 2 – Specifications – Well-Being Services (ETB0047)

Appendix 3 – Specifications – Mental Health Services (ETB0048)

Appendix 4 – Specifications – Chronic Condition Management Services (ETB0049)

# General Questionnaire - Applies to all 3 RFPs

**This section is scored. (350 total points)**

The purpose of this section is to provide the Department and the Board with a basis for determining the Proposer’s capability to undertake the Contract(s). This Section 6 applies to all three RFPs (ETB0047, ETB0048, and ETB0049) and is worth a maximum of 350 points. If a Proposer submits a Proposal for more than one RFP, the score received for Section 6 will be used for all Proposals submitted by the same Proposer.

Proposers must provide point-by-point responses to each and every statement, request, and question in Section 6 by restating each question or statement in bold and providing a detailed written response (in non-bolded text).

The response must follow the same numbering system, use the same headings, and address each point or sub-point listed in those sections. Include the documents requested in Section 6 immediately after the request for the document(s).Label each document provided with the question it corresponds to (e.g., Response to 6.1.2).**The evaluation committee may stop reviewing a Proposal if the Proposal format does not follow these instructions or combines questions.** Do not combine questions. Provide only one answer to one question at a time.

Responses should reflect the Proposer's understanding of the requirements and specifications herein, the procedures used to ensure the requirements will be met, and the Proposer's qualifications and experience in providing the required Services.

Information described in the Proposal response regarding programming and capabilities must be available to all eligible Members unless otherwise noted in the Proposal.

The Proposer must provide sufficient detail for the evaluation committee and the Department to understand how the Proposer will comply with each requirement. If the Proposer believes that the Proposer’s qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in the appropriate section of the Proposal.

**Fees related to any services included in the Proposal must be noted in Form I – Cost Proposal Workbook only. Do not include cost/pricing information in any other section of the Proposal.**

**NOTE:** At the discretion of the Department, Proposers reasonably apt to receive an award after the initial review of Proposals may be required to provide the following:

a. A copy of their organization’s audited financial statements for the two (2) most recent fiscal years including the audit opinion, balance sheet, statement of operations and notes to the financial statements.

b. All information requested in Appendix 8 – Department Terms and Conditions, Section 28.0(f)2.

If a Proposer receives a request for the above documents from the Department, the Proposer must furnish such documents to the Department within five (5) Business Days of the Proposer’s receipt of the Department’s request. If such documents are confidential, the Proposer must submit a revised Form G – Designation of Confidential and Proprietary Information with the documents. The Department may reject a Proposal if the requested documentation is not provided or if the documentation provided does not assure the Department that the Proposer is able to provide the Services for the life of the Contract to the Department’s satisfaction.

## Company Information

6.1.1 Provide a description of your organization, including:

a. Legal name of the company

b. Mailing address

c. State in which the company is domiciled

d. Primary line(s) of business

e. Number of employees

f. Address of the following: your organization headquarters, customer service, IT support, implementation team and other key staff

g. Using Form C – Subcontractor Information, provide the same information above for any Subcontractors that will provide services as part of your Proposal. Provide the name and location of each Subcontractor and services for which they are (or will be) contracted. If no Subcontractors will be used, please so indicate that on Form C.

6.1.2 Describe fully your organization’s corporate or other business entity structure, including company ownership information.

a. Attach an organizational chart showing principal officers, directors, managers, and staff members who will be associated with providing services related to this RFP.

b. Indicate the year in which your organization was established.

c. Indicate if your organization is a subsidiary or affiliate of another company, and if yes, list the name(s) of the affiliated companies or parent company.

d. Provide full disclosure of any direct or indirect ownership or control by any administrative service agency and/or financial institution and describe the relationship fully.

6.1.3 Describe any acquisitions and/or mergers or other material developments regarding your organization (e.g., changes in ownership, personnel, business, etc.) pending now or that occurred in the past five (5) years. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials and could potentially take place within three (3) years after the Contract is executed. If this is confidential information, designate the information as such in Form G – Designation of Confidential and Proprietary Information.

6.1.4 List any relevant websites for your company and its offerings.

6.1.5 The GHIP serves a very diverse population, including participants across socio-economic statuses, age ranges, physical abilities, various ethnicities/races, languages, gender identities, access to transportation, various work shifts and more. Describe how your organization considers social drivers of health for members and how your services support those with varying privileges. Include specific examples of data you collect and tangible results demonstrating how you have improved health equity.

6.1.6 The Contractor(s) will be expected to work closely with the Department’s other GHIP program vendors. Describe your experience collaborating with health plans, pharmacy benefit managers, data warehouse vendors, and others to support population health initiatives.

6.1.7 Describe your current or previous relationship(s) with the following, current GHIP program vendors. How do you/did you support one another in managing overall population health?

|  |  |
| --- | --- |
| **Vendor** | **Description of current or previous relationship (if any)** |
| Aspirus Health Plan |  |
| Dean Health Insurance |  |
| Delta Dental of Wisconsin |  |
| Group Health Cooperative of Eau Claire |  |
| Group Health Cooperative of South-Central Wisconsin |  |
| HealthPartners Health Plan |  |
| IBM Watson Health |  |
| Medical Associates Health Plan |  |
| MercyCare Health Plans |  |
| Navitus Health Solutions |  |
| Network Health |  |
| Optum Financial |  |
| Quartz |  |
| UnitedHealthcare |  |
| WEA Trust |  |

6.1.8 How will your organization act as an innovative strategic partner to the Department? Based on the information provided in Section 1.3 Introduction and Section 1.4 Well Wisconsin Program Overview-Background Information, identify what you believe are opportunities to enhance the current Program. Include an example from another large client where you demonstrated proactive, innovative, and strategic partnership. You may also consult the pertinent resources listed in Table 2.

6.1.9 Describe in detail what assistance your organization would expect from the Department in the areas of Program design and day-to-day administration. Include the anticipated frequency of assistance.

6.1.10 Describe how you will keep digital banking information unreadable while at rest, in compliance with National Automated Clearing House Association (NACHA) requirements.

## Organization Capabilities

6.2.1 Indicate the number of public sector groups in your organization’s corporate book of business for which you oversee the well-being, mental health, or chronic condition management program.

|  |  |
| --- | --- |
| Group Size | Number of Public Sector Clients in Your Organization’s Book of Business in the specified group size range |
| 0-5,000 |  |
| 5,001-50,000 |  |
| Over 50,000 |  |

6.2.2 Provide a list of your five (5) largest public sector clients for which your organization currently provides wellness and/or chronic condition management services (do not include the State of Wisconsin); include:

a. Client’s name

b. Client’s number of eligible participants

c. Client’s total number of engaged participants in your well-being, mental health and/or chronic condition management program

d. The number of years your organization has provided services to the client

6.2.3 Within the last five (5) years, has your organization been removed or replaced as the well-being, mental health, or chronic condition management provider of a state or other public sector group with 10,000 or more employees? If yes, list all such removals/replacements and explain the circumstances.

6.2.4 Would your organization or Subcontractor(s) establish a Wisconsin-based office? If not, where would Program administration, including claims processing, billing, and customer service be carried out? If you have or will establish a Wisconsin office which tasks will be performed there? Where is or where do you anticipate the office in Wisconsin?

6.2.5 How did your organization adapt your programming and outreach strategy during the COVID-19 pandemic? Please include a detailed description of adaptations or additions to programming and/or outreach and the timeline of changes.

6.2.6. Describe the services your organization has made or can make available to support adult child dependents’ well-being, mental health and/or chronic condition management care.

## Staff Qualifications

6.3.1 Identify the dedicated Account Manager and their back up who would be responsible for day**-**to**-**day contacts with the Department and provide their resume(s). Resumes should include:

a. The skills and attributes that will ensure that the requirements of the Contract are met.

b. Information about their professional qualifications, including length of tenure with your organization and number of years in the well-being, mental health and/or chronic condition management industry.

c. A detailed description of the types of large and/or complex employer groups similar to the State of Wisconsin that the Account Manager has been, or currently is, managing**.**

d. The number of accounts and account size that the Account Manager would oversee when also assigned to manage the State of Wisconsin Program.

6.3.2 List the qualifications of other team members (e.g., data and reporting, accounting/billing, legal counsel, communications, customer service lead, onsite biometrics, and flu vaccine clinic coordinator) who would be assigned to the Contract. Include each individual’s title, professional qualifications, years of experience, duties, and indicate whether they would be assigned only to the State of Wisconsin account or if they would support/continue to support multiple accounts.

6.3.3 Over the past three years what has been your organization’s employee turnover rate within the account management department?

6.3.4 Provide a statement as to whether the Services to be performed by your organization can be performed using only present staff, computer equipment, software, and technology or if additional resources will be needed to fulfill the requirements of the Contract.

## Customer Service

6.4.1 Explain how your company plans to meet the current and future customer service needs of the Contract and the performance standards listed in Appendix 6 for Customer Service. Provide examples of reports or materials related to meeting these requirements. Provide responses to the following questions highlighting some of the performance standards using data across your book of business from the most recent four quarters.

a. What percentage of customer service calls were answered within 30 seconds?

b. What percentage of calls were abandoned?

c. What percentage of calls were resolved during the first call?

d. What percentage of electronic written inquiries were responded to within two Business Days?

6.4.2 How many staff are assigned to respond to customer service inquires (telephone and electronic)? What kind of customer service training has this staff received? How often is this training refreshed? Where is this staff located?

6.4.3 How do you propose to train staff on the specifics of the current Program? How will this staff have ongoing access to information so they can support Participants on services available through your organization and provide referrals to other GHIP program vendors/programs if appropriate? How will you train staff if there are changes to the Program?

6.4.4 The Contractor must provide a toll-free telephone number for customer service for all Members, Employers, and the Department to handle Participant requests and questions. Provide the address, hours of operation, and number of staff who will answer these calls.

6.4.5 Does your organization currently have a mobile app for participants to access program information? If so, what is the name of this app? Is it available in the Apple App and Google Play Stores? Is there a cost for the app? If your organization has an app, please include screen shots of the app and a full explanation of the app’s capabilities, and describe the process for getting the Program on the app. Would there be a charge to the Department for having the Program on your app? All costs must be noted in your Cost Proposal Workbook.

6.4.6 Indicate your organization’s intent to develop a website specifically for the Program.

6.4.7 Indicate which features will be available on the website you will develop specifically for the Program:

|  |  |  |
| --- | --- | --- |
| **Member Can:** | **Yes** | **No** |
| a. Securely access personal account information |  |  |
| b. Send a question via encrypted e-mail |  |  |
| c. Receive customer service support via live chat |  |  |
| d. Other |  |  |

6.4.8 Explain how Members’ who may not have internet access can access program information and utilize services.

## Program Information and Communications

This section must address the Services to be provided to participating Employers and the marketing and communications of the Program to all Members. The marketing philosophy and approach used by the Contractor to market the Program must be approved by the Department. The Contractor may be asked to develop emails, handouts, mailings, posters, informational bulletins, brochures, or newsletters directed to Employers and Members containing information pertinent to the Program. All such marketing and communications, including printing and mailing expenses, must be included in Proposers’ pricing in Form I – Cost Proposal Workbook. The Department retains publishing and approval rights of all materials prior to distribution to Employers or Members.

6.5.1 Describe the approach that your organization will use to ensure all eligible Employers are aware of the offerings of the Program. Include a summary of communications, including a sample communication plan/schedule that you will include with the contract.

6.5.2 Detail your experience developing and producing materials for large employers and their employees. Provide sample materials.

6.5.3 What kind of employee communications materials do you provide to support employers in educating their employees about their well-being, mental health and/or chronic condition management offerings? Can these be customized? Is there a cost associated with customizing materials (yes or no)? If there is a cost associated with customizing materials, please note that amount only in the Form I – Cost Proposal Workbook.

## Advisory Services Provided to the Department

The Department will work directly with the Contractor on all administrative matters. The Contractor must provide technical and legal expertise to advise the Department on issues relating to the Program.

6.6.1 Describe how you will monitor the development of and provide advice to the Department concerning State and/or federal regulations or legislation impacting the Program.

## Record-Keeping and Accounting Services Experience

Provide information about your organization’s previous experience in providing record-keeping and accounting services for similar programs including using electronic transfer via file transfer protocol (FTP), virtual private network, encrypted email, and paper.

## Implementation

6.8.1 Provide an implementation plan that includes both a project overview and details on specific major tasks, deliverables, timelines, and responsibilities for full implementation and operation of the Services proposed, including transition from the current contractor to your organization. Clearly delineate the tasks your organization expects the Department to perform and the information you expect the Department to provide. (The current contractor need not respond to this question.) Include, at a minimum, the following information in your implementation plan:

a. A summary overview of the implementation plan

b. A detailed implementation schedule, including the estimated timeline and scope of work for your organization and for the Department

c. Points of contact during the implementation

d. Major tasks

e. Data and Program set-up/configuration process

f. Testing of files

g. Material and/or resource development

h. An overview of the communication/education process during the initial implementation phase

i. Training of key staff

j. Training of customer service representatives

k. Issue evaluation and resolution protocol

l. Implementation verification and validation

m. Other information your organization would normally include in such a plan

6.8.2 Describe the structure of your implementation team. (The current contractor need not respond to this question.) Include the following details:

a. Identify the implementation manager and provide details regarding their background and experience with your organization and with the insurance industry.

b. Indicate if the implementation manager will be dedicated to the Department for the duration of the implementation. If not, indicate how many other implementations they will support in addition to the Department’s implementation.

c. Identify any additional key implementation support staff, including those who will be involved in day-to-day implementation work, compliance review, technological support, marketing materials development, training, and employer outreach. Outline the roles and responsibilities for each additional implementation support staff member.

d. Describe any additional resources available to the Department during implementation.

e. Explain how your organization and implementation staff will support the Department during implementation.

f. Outline your organization’s intended training plan for implementation staff.

6.8.3 Will the implementation manager and dedicated account manager be the same individual? (The current contractor need not respond to this question.)

a. If so, is this a standard practice with your organization and are any issues foreseen by having the same person fulfill both roles? Be specific.

b. If not, describe how they will work together during the implementation process and the procedures for transfer of responsibility. Be specific.

6.8.4 Provide a detailed description and history of program implementations your organization has performed, and at least one client reference for whom you implemented services (within the last 5 years) similar to those requested in this RFP by the Department. Include the average number of Business Days it took to complete the implementation. (The current contractor need not respond to this question.)

# Technical Questionnaires

The purpose of this section is to provide the Department and the Board with a basis for determining the Proposer’s capability to undertake the Contract.

**All Proposers must complete subsections 7.1 – 7.5 below.** Also, Proposers must complete the other subsections in this Section 7 (ETB0047 Section 7.6; ETB0048 Section 7.7; and/or ETB0049 Section 7.8) as appropriate for the RFP(s) for which a Proposal is being submitted.

**Scoring for the Technical Questionnaires will be as follows:**

**RFP ETB0047 for Well-Being Services:** Sections 7.1 – 7.5 plus Section 7.6: 450 points

**RFP ETB0048 for Mental Health Services:** Sections 7.1 – 7.5 plus Section 7.7: 450 points

**RFP ETB0049 for Chronic Condition Management:** Sections 7.1 – 7.5 plus Section 7.8: 450 points

Proposers must provide point-by-point responses to each and every statement, request, and question by restating the heading of each subsection being responded to and each question or statement in the section in bold and providing a detailed written response (in non-bolded text). Do not combine questions or responses. Provide only one answer to one question at a time.

The response must follow the same numbering system and address each point or sub-point listed in those sections. Include the documents requested in this Section immediately after the request for the document(s).Label each document provided with the question it corresponds to (e.g., Response to 7.1.3).**The evaluation committee may stop reviewing a Proposal if the Proposal format doesn’t follow these instructions or combines questions and/or answers.**

Responses should reflect the Proposer's understanding of the requirements and specifications herein, the procedures used to ensure the requirements will be met, and the Proposer's qualifications and experience in providing the required Services.

Information described in the Proposal responses regarding programming and capabilities must be available to all eligible Active State Employees, Active Local Employees, Local and State Retirees and spouses.

The Proposer must provide sufficient detail for the evaluation committee and the Department to understand how the Proposer will comply with each requirement. If the Proposer believes that the Proposer’s qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in the appropriate section of the Proposal.

**Fees related to the services described in the Proposal must be noted in Form I – Cost Proposal Workbook only. Do not include cost/pricing information in any other section of the Proposal.**

**All Proposers must complete subsections 7.1 – 7.5 below:**

## Information Technology

7.1.1 Describe how and where your organization will host the Services.

7.1.2 Provide your organization’s policies or other documentation that demonstrate compliance with the storage of data that is protected by federal, state, or private-sector regulations.

7.1.3 Provide your organization’s published policy that indicates employees’ and subcontractors’ access to program participant data is the “minimum necessary” level.

7.1.4 Describe capabilities of your organization’s systems (related to the provision of Services) related to querying and reporting functions.

7.1.5 Describe how data imports and exports are handled/provided by your organization’s systems.

7.1.6 Describe the service level agreement and hours of availability of your organization’s website/web portal including when it is unavailable due to planned maintenance and how unplanned maintenance is managed and communicated to users.

7.1.7 Describe how the website and web portal your organization would make available for the Program are accessible for disabled users including where the website and web portal are (and are not) Section 508 compliant.

7.1.8 Describe your organization’s development process for the website/web portal offered to the Department as part of the Services, including how security and quality assurance are built into the development process and how releases are managed.

7.1.9 Provide all application programming interface (API) documentation that exists for your organization’s system including but not limited to, descriptions of the APIs, what business functionality they expose, how they are used, and how they are secured.

7.1.10 Describe the on-going resources your organization will devote to research and development of your system. Include the length of time the system has been in production.

7.1.11 Provide a roadmap for all platform/application enhancements that are planned for your organization’s system in the next three years.

7.1.12 Describe how your platform/application and internal IT systems have changed/improved over the previous 3 to 5 years (response should demonstrate how agile and flexible your organization is with regard to staying current with technology and IT best practices).

7.1.13 Describe how and when your organization will ensure that your system software is in compliance with applicable local, state, and federal statutes and regulations. Also, describe the process and timeline associated with your organization’s proposed system changes to accommodate applicable local, state, and federal statutes and regulations.

7.1.14 The Department is in the process of implementing Benefitfocus’ Benefitplace eligibility and enrollment software. The Contractor(s) awarded a contract under RFPs ETB0047-49 will be required to submit data to and receive data from the Department and/or Benefitfocus. The Contractor(s) will be required to have the ability to provide and receive repeatable, automatable data interchange with the Department and/or Benefitfocus at no additional cost. In your Proposal, provide a statement that your organization can or cannot (as appropriate) provide data sharing services.

a. Is your organization part of the Benefitfocus Benefit Catalog Vendor program? If so, please provide your Benefitfocus vendor or partner identification number.

b. Describe your organization’s experience integrating with the Benefitfocus SaaS Platform.

## Computer and Data Processing Facilities, Data Policies

7.2.1 Provide an overview of your organization’s business continuity/disaster recovery plan (BC/DRP). The Contractor will be required to provide evidence it tests and updates its business continuity plans regularly to ensure that they are up to date and effective.

7.2.2 Provide an overview of your organization’s Incident Response Plan (IRP).

7.2.3 Provide a copy of your organization’s most recent SOC 2 / Type 2 report along with a Letter of Attestation indicating your organization’s receipt of management’s assertion of control compliance from your organization’s subcontractors. If your organization does not have a SOC 2 / Type 2 report, other alternatives are possible. See Section 28.0 of Appendix 8 – Department Terms and Conditions.

7.2.4 Provide a summary of the results of your organization’s most recent penetration test.

7.2.5 Describe your organization’s annual risk assessment performed in accordance with accepted principles. If annual risk assessment is not performed, please explain why.

7.2.6 Provide your organization’s policies/guidelines related to security/privacy (e.g., annual training, confidentiality agreement, privacy policy).

7.2.7 Describe in detail the measures your organization uses to protect the security and privacy of program data, records, forms, participant information, and data processing operations.

7.2.8 Describe internal controls that are in place to reduce loss of program data, records, forms, participant information, and data processing operations that may occur through fraud, negligence, incompetence, or system errors. Include information about the physical security measures used to control access to your organization’s systems.

7.2.9 Provide your organization’s data retention procedures/policies for client data evidencing that retention is in accordance with federal and state laws and regulations.

7.2.10 Describe your organizations disaster recovery procedure if the cloud solution is not available, including processes to bring up the cloud solution and restore connectivity?

7.2.11 Describe what software applications and supporting platform your organization will use to secure Department and Participant-related records and data. Provide information on how information is secured in transit and at rest.

7.2.12 Describe in detail the computer and data processing facilities your organization currently uses (owned or otherwise used) and would make available for administering the Program. Include a description of any mainframe, distributive servers, cloud services, and network structures that you will use for providing the Services.

7.2.13 What additional computer/data processing resources would your organization acquire in order to provide the Services, if any?

7.2.14 Describe your organization’s policy for preventing data loss in the collection, use, storage and disclosure of personal data.

7.2.15 Describe how the web portal would transition to use single sign-on functionality to facilitate ease of use by Participants/Members if that became available.

7.2.16 The Department is currently upgrading its insurance administration systems (see the solicitation and contract for the insurance administration system at <https://etf.wi.gov/node/15551>), which will result in the need for the Contractor to interface with the selected solution(s). Contractor will be required to cooperate with the Department’s insurance administration system vendor to determine the best solution for providing required data. The Department estimates it will have an enrollment system in place in 2023.

a. Describe how your system would be able to interface with a third-party insurance administration and enrollment system.

b. Describe how your system would be able to interface with an API Gateway Management system to send or receive data from the Department’s Master Data Management system or other legacy systems.

7.2.17 Does your organization have a cloud exit strategy to export a client’s data that is processed, transmitted or stored by your organization? If yes, please provide the exit strategy. The Contractor will be required to provide a formal cloud exit strategy during the term of the Contract.

7.2.18 Is your organization FedRAMP or State RAMP certified?

## Information Security

7.3.1 Has your organization implemented any of the following endpoint protections? Please list the protections.

• Anti-virus software with regular signature upgrades

• Anti-malware software with Heuristic capabilities

• Host Firewalls

• Proxy server or other platform with web filtering capabilities enabled

7.3.2 Does your organization utilize system configuration enforcement tools to ensure that all systems utilize the security configurations defined by your organization and alert your organization when unauthorized changes occur?

7.3.3 Does your organization maintain an accurate and up-to-date inventory of all technology assets (hardware and software), including responsible owners, with the potential to store or process information and has this process been automated?

7.3.4 Describe the organization’s patch management platform to automatically install operating system and third-party application patches within thirty days of being released by the third-party vendor?

7.3.5 Does your organization maintain an up-to-date inventory of all user accounts in use?

7.3.6 Describe your organization’s centralized log management system with alerting on critical events enabled and are those logs reviewed regularly?

7.3.7 What technical measures has your organization implemented to restrict the installation or execution of unauthorized software on servers, employee devices, and other system components?

7.3.8 Does your organization utilize an up-to-date Security Content Automation Protocol (SCAP)-compliant vulnerability scanning tool to scan assets on a regular basis and if so, how often are scans performed?

7.3.9 What is your organization’s established timeline for remediating or implementing compensating controls to address vulnerability scan results?

7.3.10 Has your organization limited administrative/elevated rights to only those technology personnel with the need to maintain the organization's systems based upon the principle of least privilege and supported through technical controls?

7.3.11 What industry standards does your organization utilize to ensure security is addressed in the design, development, and implementation of its applications and components and what tools does the organization utilize to enforce the secure software development lifecycle?

7.3.12 Does the organization utilize an up-to-date web application scanning tool to scan company and product websites against the Common Weakness Enumeration (CWE) list after major code changes and on a regular basis?

7.3.13 What validated encryption methods and algorithms are utilized by your organization and where are these implemented?

7.3.14 What identity and access management (IAM) methods and standards, including third party solutions, does your organization support integration with and do those methods support multi factor authentication (MFA) and Single Sign On (SSO)?

7.3.15 Does your organization employ a defined quality change control and testing process (e.g., ITIL Service Management) and which established standards are utilized?

7.3.16 What measures has your organization taken to ensure that client information is never comingled?

7.3.17 Does your system (website/web portal, data systems) have access protections that support IP and Geo restrictions?

7.3.18 Does your system (website/web portal, data systems) support Security Posture checks on attaching clients?

7.3.19 Does your system allow audit logs to be sent to a client’s central logging system? If yes, explain what methods are utilized.

7.3.20 Will the services your organization is proposing to the Department require any on-premises (at the Department) technology?

7.3.21 Will your system need to integrate with any other public cloud solution (SaaS, PaaS, IaaS)? (e.g., Office 365, Salesforce, Dropbox, DocuSign, Azure DevOps, AWS, Google Cloud)

7.3.23 Will your organization or your organization’s cloud service or solution provider provide backup of the Program data to allow restoration of deleted or errantly updated/corrupted Program data/records?

7.3.24 All Program data must be stored in the United States, please provide assurances that your organization will store all Program data within the United States.

## Data Privacy

7.4.1 Provide confirmation that your organization conducts annual risk assessments in accordance with the HIPAA Security Rule.

7.4.2 Has your organization had, or has your organization been involved with a business partner who has had, a privacy breach or investigation in the last three (3) years? If so, provide a brief description.

7.4.3 Provide a copy of your organization’s policy related to responding to unauthorized disclosure of personal data.

7.4.4 Provide the number of unauthorized disclosures of personal information your organization has experienced in the last two (2) years.

7.4.5 Provide the number of unauthorized disclosures of personal information your organization has reported to the Office for Civil Rights (OCR) in the last two (2) years.

7.4.6 Provide a copy of your organization’s auditing policy. Describe how and when audits are conducted and by whom.

## Audit

7.5.1 Please describe your experience relative to the Contractor’s audit responsibilities below:

a. **Annual Independent Service Auditor’s Report.** Contractor must provide the Department with a copy of Contractor’s annual independent service auditor’s report on management’s description of Contractor’s system and the suitability of the design and operating effectiveness of controls (SOC 1, Type 2). The report is due thirty (30) Business Days after receipt by Contractor. See Section 6.0 of Appendix 8 – Department Terms and Conditions for the full requirement.

b.  **Items Open to Audit.** All Contractor books, records, ledgers, and journals relating to the Program will be made available for inspection and audit by Department internal audit staff or their designees, the State of Wisconsin Legislative Audit Bureau, or designated agents, attorneys, and accountants, at any time during normal working hours. Records requested shall be provided by the Contractor electronically in a format acceptable to the Department.

c. **Program or Contract Audits.** The Contractor is required to submit to audits no more frequently than annually according to audit guidelines established by the Department. The audits will be completed by the Department or the firm contracted by the Department to complete the contract audits. These audits will be in addition to the annual Legislative Audit Bureau audits and periodic audits by Department staff. The audits will be based upon Department specifications and follow generally accepted auditing standards, when applicable. A report of findings and recommendations will be delivered to the Contractor and the Department within the guidelines established by the Department. The Department will use the findings and recommendations of each such report as part of its ongoing monitoring of the Program and the Contractor.

Examples of Contractor data that may be required for a Contract audit include:

1. Incentive data to verify incentive processing and payments, including:

1.1 Accuracy and eligibility

1.2 Timeliness

1.3 Duplicate payments

2. Data used to produce quarterly performance reports

3. Data used to bill the Department

7.5.2 Describe how your organization, tracks, and stores all billing information, incentive payments (if applicable), performance guarantees, and supporting documentation. What is your turnaround time for being able to provide requested information for an audit? What personnel resources do you make available to ensure audits are conducted timely and accurately?

**Proposers must complete the subsection(s) (7.6, 7.7, and/or 7.8) applicable to the RFP(s) being responded to:**

## Well-Being Services Questionnaire – RFP ETB0047

7.6.1 Describe how your organization can support the current Well Wisconsin well-being services listed below. Provide details on your experience delivering the tools and services and how you propose implementing them. Include any additional details that you believe will help the evaluation committee understand your approach and ability to provide the product(s)/service(s) available.

a. Health assessment (minimum of online and paper in English and Spanish and telephonic for other languages)

b. Biometric screenings (minimum requirement: onsite finger stick, home test kit, health care provider form)

c. Flu vaccine clinics

d. Lifestyle management/health coaching

e. Wellness champion network support

f. Incentive tracking, fulfillment, and reporting (minimum requirement: physical debit gift card auto generated and delivered to Participants)

g. Educational webinars/podcasts with health experts

h. Wellness challenges: individual and team-based challenges or competitions focusing on a variety of well-being topics

i. Mobile friendly web portal with educational content, videos, and trackers

j. A free app that includes all key features of the web portal, including the ability for Participants to complete incentive activities

7.6.2 Include at least two case studies highlighting health, satisfaction, and financial outcomes (e.g., ROI or medical claims savings) your organization has been able to achieve for other employers of similar size to the State of Wisconsin, who were/are offering services similar to those you are offering in your Proposal.

7.6.3 Provide log-in information and at least eight (8) guest accounts for RFP evaluation committee members to experience your organization’s web-based tool(s).

7.6.4 Describe if and how your organization supports or implements the Centers for Disease Control and Prevention’s evidence-based diabetes prevention program. Include how you would recommend making it available to Participants.

7.6.5 What Additional Services would your organization make available for:

a. Participants; and

b. Employers within the GHIP.

7.6.6 Dedicated Contractor well-being program managers: The Contractor must provide at least two, full-time well-being program managers dedicated to the State of Wisconsin account to support the Contractor’s account team with planning, implementation, and evaluation of the Program. They will also assist with recruiting, training, and maintaining wellness champion networks, designing and delivering educational presentations, onsite behavior change or coaching programs at Employer locations, designing wellness challenges or activities for Employers to implement, supporting in-person health fairs or large biometric health screening events and other duties as outlined in the Contract.

a. Describe the internal support and organizational structure for dedicated well-being program managers. How long has your organization provided dedicated well-being program managers for other clients? How many dedicated well-being program managers does your organization currently employ?

b. What qualifications and years of experience would you require of your dedicated well-being program management staff for the State of Wisconsin? What ongoing training would you provide or make available to your dedicated well-being program management staff?

7.6.7 Reporting: Detail your organization’s capabilities in producing the reports that are listed in Appendix 5 – Reporting Requirements. If possible, provide examples of the reports. Describe any additional reporting you provide for other clients and could provide to the Department. Recommend any reports you believe might be missing from Appendix 5.

7.6.8 Performance Standards and Penalties: The Contractor is required to meet performance standards, which may include, but are not limited to, those found in RFP Appendix 6 – Performance Standards and Penalties (final Contract performance standards and penalties will be negotiated between Contractor and the Department). The performance standards will be based on Contractor’s performance under the Contract and not Contractor’s book of business. The Contractor will be responsible for paying the Department for penalties associated with missing the stated performance standards.

a. Describe additional performance guarantees and penalties you are prepared to offer the Department.

b. Describe the percentage of fees at risk, tied to operational performance, engagement/participation, and health outcomes you are prepared to offer the Department. Proposers are encouraged to provide additional detail on health outcome metrics for which performance guarantees could be offered.

7.6.9 Describe how your organization would work with the mental health services and chronic condition management services contractor(s), if a contract(s) is awarded to a different Proposer(s) to support overall population health and well-being, streamline programs under the umbrella of Well Wisconsin, and coordinate activities for incentive purposes.

7.6.10 What additional information would you like the evaluation committee to know about the services you are proposing?

## Mental Health Services Questionnaire – RFP ETB0048

7.7.1 Describe your web-based and/or app-based digital tools and resources that you would make available to Participants to support their mental health and well-being. Provide log-in information and at least eight (8) guest accounts for RFP evaluation committee members to experience your organization’s web-based and/or app-based digital tool(s).

7.7.2 Describe how your organization can support the mental health of the GHIP members via coaches, nurses, and/or licensed providers. Please include the varying degrees of mental health support your organization would provide (e.g., coaching, therapy, and complex mental health support).

a. What mental health conditions do your coaches, nurses and/or licensed providers address?

b. Does your organization contract with an existing mental health provider network, or do you hire your own providers internally?

c. How many providers (i.e., therapists, counselors, coaches, nurses) licensed or certified to support Participants living in Wisconsin would be made available under the Contract? How many providers would be available to support Participants living outside of Wisconsin?

d. Describe the certifications, licenses, and backgrounds that you require of your coaches, nurses, and providers.

e. Describe how your organization supports ongoing training and professional development for your providers and staff.

f. Describe your process for expanding your provider network and availability to improve access. Describe the success and outcomes of your recent efforts to expand your network and availability and the outlook for the future, if applicable.

g. The GHIP provides a fully insured High Deductible Health Plan (HDHP) and non-HDHP medical plans to Members. Provide your opinion on whether counseling sessions or receiving support from licensed professionals via a Contract between your organization and the Department would qualify as a medical benefit and fall under regulations prohibiting benefits prior to the deductible being met.

7.7.3 Describe how your organization supports participants who have other chronic conditions.

7.7.4 Describe how your organization defines outcomes for mental health. How are these outcomes tracked? How do you quantify cost avoidance?

7.7.5 Include at least two case studies highlighting health, satisfaction, and financial outcomes (e.g., ROI or medical claims savings) your organization has been able to achieve for other employers of similar size to the State of Wisconsin, who were/are offering services similar to those you are offering in your Proposal.

7.7.6 Describe any experience your organization has or how your organization envisions integrating mental health services and support with members’ medical providers and/or health plans? How would you direct members to providers in their respective medical network, if appropriate?

7.7.7 Some participating GHIP employers offer an Employee Assistance Program (EAP) for their employees. How can your organization integrate your services within these EAP solutions?

7.7.8 Describe how your organization can assist employers and/or members with training on how to support mental health within their work teams, families, and communities.

7.7.9 Describe how your organization would work with the well-being services and chronic condition management services contractor(s), if a contract(s) is awarded to a different Proposer(s) to support overall population health and well-being, streamline programs under the umbrella of Well Wisconsin, and coordinate activities for incentive purposes.

7.7.10. The Department’s interpretation of federal regulations is that anything of monetary value (over $40) that does not qualify as a 213 (d) medical expense under federal law (see IRS publication 502) is considered taxable. If items of monetary value (e.g., monitoring devices) are provided as part of your services, how do you propose ensuring the items can be traced back as a medical expense?

7.7.11 Reporting: Detail your organization’s capabilities in producing the reports that are listed in Appendix 5 – Reporting Requirements. If possible, provide examples of reports. Describe if any additional reporting capabilities would be provided to the Department. Recommend any reports you believe might be missing from Appendix 5.

7.7.12 Performance Standards and Penalties: The Contractor is required to meet performance standards, which may include, but are not limited to, those found in RFP Appendix 6 – Performance Standards and Penalties (final Contract performance standards and guarantees will be negotiated between Contractor and the Department). The performance standards will be based on Contractor’s performance under the Contract and not Contractor’s book of business. The Contractor will be responsible for paying the Department for penalties associated with missing the stated performance standards.

a. Describe additional performance guarantees and penalties you are prepared to offer the Department.

b. Describe the percentage of fees at risk, tied to operational performance, engagement/participation, and health outcomes you are prepared to offer the Department. Proposers are encouraged to provide additional detail on health outcome metrics for which performance guarantees could be offered.

7.7.13 What additional information would you like the evaluation committee to know about the services you are proposing?

## Chronic Condition Management Services Questionnaire – RFP ETB0049

7.8.1 The Well Wisconsin program currently offers telephonic condition management coaching for diabetes, asthma, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease and is piloting the Centers for Disease Control and Prevention Diabetes Prevention Program.

a. Describe how your organization would provide support for continuing condition management services for each of the conditions listed above. Does your organization contract with another organization or network of providers or do you hire your own staff internally for condition management?

b. Describe the required certifications, licenses, and backgrounds for the staff you assign to provide telephonic coaching or other direct support to Participants.

c. How many providers (i.e., coaches, nurses, physicians) licensed or certified to support Participants living in Wisconsin would be made available under the Contract? How many providers would be available to support Participants living outside of Wisconsin?

d. Describe how your organization supports ongoing training and professional development for your providers and staff.

e. Describe the digital tools and resources available to support Participants with managing their chronic condition. Please include log-in information and at least eight (8) guest accounts for RFP evaluation committee members to experience your organization’s tools and resources.

7.8.2. Describe how your organization can further support Participants in managing, reversing, or preventing chronic conditions.

7.8.3. Describe how your organization supports participants with multiple chronic conditions.

7.8.4. Describe how you define outcomes for chronic condition management. How are these outcomes tracked? How do you quantify cost avoidance?

7.8.5. Include at least two case studies highlighting health, satisfaction, and financial outcomes (e.g., ROI or medical claims savings) your organization has been able to achieve for other employers of similar size to the State of Wisconsin, who were/are offering services similar to those you are offering in your Proposal.

7.8.6. With the GHIP being a fully insured program with eleven (11) different health plan carriers, how would you recommend coordinating chronic condition management services and support with members’ medical providers? How would you direct members to providers in their respective medical network, if appropriate?

7.8.7. Describe how your organization would work with the well-being services and mental health services contractor(s), if a contract(s) is awarded to a different Proposer(s) to support overall population health and well-being, streamline programs under the umbrella of Well Wisconsin, and coordinate activities for incentive purposes.

7.8.8. The Department’s interpretation of federal regulations is that anything of monetary value (over $40) that does not qualify as a 213 (d) medical expense under federal law (see IRS publication 502) is considered taxable. If items of monetary value (e.g., monitoring devices) are provided as part of your proposed services, how do you propose ensuring the items can be traced back as a medical expense?

7.8.9. Reporting: Detail your organization’s capabilities in producing the reports that are listed in Appendix 5 – Reporting Requirements. If possible, provide examples of reports. Describe if any additional reporting capabilities would be provided to the Department. Recommend any reports you believe might be missing from Appendix 5.

7.8.10. Performance Standards and Penalties: The Contractor is required to meet performance standards, which may include, but are not limited to, those found in RFP Appendix 6 – Performance Standards and Penalties (final Contract performance standards and penalties will be negotiated between Contractor and the Department). The performance standards will be based on Contractor’s performance under the Contract and not Contractor’s book of business. The Contractor will be responsible for paying the Department for penalties associated with missing the stated performance standards.

a. Describe additional performance guarantees and penalties you are prepared to offer the Department.

b. Describe the percentage of fees at risk, tied to operational performance, engagement/participation, and health outcomes you are prepared to offer the Department. Proposers are encouraged to provide additional detail on health outcome metrics for which performance guarantees could be offered.

# Cost

**This section is scored. (200 total points)**

Form I – Cost Proposal Workbook must be submitted as instructed in Section 2.3 Submitting the Proposal. The maximum cost score is 200 points for each Proposal submitted. If a Proposer submits a Proposal for all three RFPs (ETB0047, ETB0048, and ETB0049) the Proposer has the opportunity to provide a discount off stated pricing should the Proposer be awarded all three contracts (see Form I for details). If discounted pricing is provided, cost scores will be calculated using the discounted prices.

**The listing of any dollar amounts related to any service or fee is not allowed within the Proposer’s written Proposal. All dollar amounts for any service or fee proposed by the Proposer are required to be listed only on Form I – Cost Proposal Workbook.**

## Submission of Form I – Cost Proposal Workbook

The file included with this RFP as Form I – Cost Proposal Workbook is the required Cost Proposal document all Proposers must submit. Instructions on how to complete the Cost Proposal are provided in Form I. Instructions on how to submit Form I are provided in Section 2.3 above.

Do not change the format of the Cost Proposal Workbook unless instructed to in Form I. The Cost Proposal must be returned to the Department in its original format. Proposers cannot modify any part of the cost proposal. If a portion of the Cost Proposal is changed the Proposal may not be considered. Proposer assumptions/exceptions to the Cost Proposal Workbook should be included in Form I as instructed.

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved for scoring. Cost scores will be calculated using the “3-year Total” figure for the Estimated Total Annual Cost of Administrative Fees listed in the Contractor’s final or BAFO Form I – Cost Proposal Workbook.

Costs provided in the Contractor’s final Form I – Cost Proposal Workbook or BAFO must remain firm for the Initial Term of the Contract (see Section 1.11 Contract Term).

All costs listed must reflect the level of customization and features represented in the Proposer’s response to this RFP.

## Travel Expenses

The Contractor’s and any Subcontractors’ travel expenses (e.g., airfare, lodging, meals, other transportation costs, and insurance) and other miscellaneous expenses related to the provision of Services must be included in the Proposer’s Form I – Cost Proposal Workbook and must not be an additional charge to the Department.

## Additional Services

Proposer may submit additional detail, as instructed in Form I – Cost Proposal Workbook, for related services beyond the Services requested in this RFP, to be considered as part of contract negotiations.

Additional Services will only be implemented or delivered at the Department’s request. Their inclusion in the Contract is not a guarantee, either stated or implied, of the demand for the proposed services. The Department is not obligated to implement or utilize any proposed Additional Service listed on the Cost Proposal. Throughout the term of the Contract, the Department retains full control and flexibility with regard to the types, quantities, and timing of any Additional Service. Additional Services listed in the Cost Proposal may not be dependent on implementation or delivery of any Service described in this RFP.

# Contract Terms and Conditions

**This section is NOT scored. (0 points)**

## Final Contract

The Department may execute a Contract with the awarded Contractor(s). A Pro Forma Contract is included as Appendix 7 as an example. The Contract and any subsequent renewal(s) will incorporate all terms and conditions included in this RFP, including all forms, appendices, etc., made a part of this RFP, and Contractor’s Proposal. The Department will draft the Contract.

By entering a Contract with the Department, the Contractor guarantees it has the resources to provide and perform the Services per the terms of the Contract. After the date the Contract is executed, if the Contractor requires additional resources to fulfill the terms of the Contract, the Contractor will bear all costs for such additional resources.

## Contractor Performance

The Contractor is responsible for the performance of any obligations that may result from the Contract(s) and will not be relieved by the non-performance of any Subcontractor. Proposals must identify all proposed Subcontractors and describe the contractual relationship between the Proposer and each Subcontractor (use Form C – Subcontractor Information).

## Payment Terms

a. If Contractor is not already set up in the State’s payment system, Contractor must complete the State’s banking and payment forms to facilitate the Department’s payments to the Contractor.

b. The Department will make payments to the Contractor via ACH.

c. Contractor will provide the Department with invoices at an interval agreed upon by the Department and the Contractor. The Contractor must submit invoices timely to the Department, but in no case more than six (6) months after completion/delivery of Services.

d. For administrative fees: the Contractor must provide the Department with supporting documentation for the invoiced amounts that provide a breakdown of the costs. The breakdown must be by employee type (State Active, Local Active, State Retiree, and Local Retiree), and include the quantity, rate, and amount due for each employee type.

For Well-Being Services: if the Department pre-funds the incentive payments, on a monthly, or quarterly basis at a minimum, as agreed to by the Contractor and the Department, the Contractor must provide the Department a prepaid account balance statement that shows the account balance and summary of the account activities (e.g., deposits, net payments, FICA withholding, gross payment).

f. The Department will make payments to the Contractor no later than (30) Calendar Days after the Department’s receipt of Contractor’s properly completed, Department-approved invoice. Notwithstanding the foregoing, should the Department reasonably dispute the Contractor’s invoice, the original due date for payment shall be delayed until the dispute is resolved at no penalty to the Department. See the State’s [Prompt Payment Law](https://docs.legis.wisconsin.gov/statutes/statutes/16/III/528).

g. The Contractor must perform the Services and all obligations under the Contract(s). The total cost to the Board for the Contractor’s performance of the Services must not exceed the limitation set forth in the Contract (if a limit is set). The Board is not obligated to reimburse the Contractor for billing in excess of the limits set forth in the Contract, and the Contractor will not be obligated to continue performance of work under the Contract or to incur costs for additional requirements identified by the Board that are not specified in the Contract, unless and until an amendment to the Contract is approved by the Board and signed by the Contractor and the Board.

h. Contractor’s payments for missed performance standards will be assessed as noted in Appendix 6 – Performance Standards and Penalties.

i. Other payment terms and conditions are listed in Appendix 8 – Department Terms and Conditions.

j. Final payment arrangements, if different than stated herein, will be finalized during Contract negotiations.

## Cooperative Purchasing Clause

Other institutions, such as state, local and public agencies, occasionally express interest in participating in Department contracts. The Department would like the Contractor to extend the terms, conditions and prices of the Contract(s) that result(s) from this RFP to any such entity. Any institution that would contract with the Contractor for the Services provided under the Contract(s) will finalize their own contract with the Contractor and issue their own purchasing documents. The Contractor agrees that the Department bears no responsibility or liability for any agreement between the Contractor and the other entity that desires to exercise this option. Please note your agreement or disagreement with this clause on Form E – Vendor Information.

## Non-Disclosure Forms

The Department will share Proposals with its consulting actuary. To that end, Proposers are required to complete and return Form H – Non-Disclosure Agreement. Form H must be included with Proposals.

## Data Agreements

The Contractor will be required to sign agreements similar to the Data Supplier Agreement, Non-Disclosure Agreement (Data Out), and Data Transfer Authorization Agreement, which are attached to this RFP as Appendices 12 through 14, as examples.