

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

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

AGENCY ADDRESS:

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

REQUEST FOR PROPOSAL

ETE0020 – Third Party Administration of Dental Benefits

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETE0020**. Late Proposals will be rejected. Proposals **MUST** be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office. Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other Proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact the person named below for an appointment to view the Proposal record. Proposals shall be firm for acceptance for one hundred eighty (180) days from date of Proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals **MUST** be in this office no later than

March 26, 2015 2:00PM CST

Public Opening

No Public Opening

Name (Contact for further information)

Michael D. McNally, Jr.

Phone

608-261-9032

Date

February 20, 2015

Quote Price and Delivery FOB

Services - Destination – Madison WI

Description

Request for Proposals (RFP) ETE0020 for Third Party Administration of Dental Benefits for the Department of Employee Trust Funds (ETF).

RFP ETE0020 amendments, questions and answers will be posted on the ETF website

<http://etfextranet.it.state.wi.us/> and will not be mailed.

***** Faxed and e-mailed Proposals are not accepted. *****

This page must be signed and included with the Proposal.

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

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

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. (if Sole)

Request for Proposal (RFP) ETE0020
Third Party Administration of Dental Benefits for the
Department of Employee Trust Funds (ETF)



Issued by the
State of Wisconsin
Department of Employee Trust Funds
On behalf of the Group Insurance Board

Release Date: February 20, 2015

TABLE OF CONTENTS

TABLE OF CONTENTS	2
TABLES	2
1 GENERAL INFORMATION	3
2 PREPARING AND SUBMITTING A PROPOSAL	8
3 PROPOSAL SELECTION AND AWARD PROCESS	11
4 MANDATORY VENDOR QUALIFICATIONS	14
5 PROGRAM BACKGROUND AND SPECIFICATIONS	15
6 GENERAL QUESTIONNAIRE	22
7 THIRD PARTY ADMINISTRATIVE SERVICES QUESTIONNAIRE	27
8 COST	30
9 CONTRACTUAL TERMS AND CONDITIONS	31
10 REQUIRED FORMS	40
11 REFERENCE INFORMATION	40
APPENDIX A STATE OF WISCONSIN EXAMPLE CONTRACT	42
APPENDIX B BUSINESS ASSOCIATE AGREEMENT	44
APPENDIX C STANDARD & SUPPLEMENTAL TERMS AND CONDITIONS	45
APPENDIX D ATTACHED FORMS	46
APPENDIX E ENROLLMENT BY STATE OF WISCONSIN ZIP CODE	47
ATTACHMENT A PROPOSER'S CHECKLIST	52
ATTACHMENT B MANDATORY VENDOR QUALIFICATIONS	53
ATTACHMENT C COST PROPOSAL.....	55
ATTACHMENT D FINANCIAL COMPLIANCE	56

TABLES

- Table 1 – Format for Submission of Clarification Questions
- Table 2 – Calendar of Events
- Table 3 – Evaluation Criteria
- Table 4 – Background Information
- Table 5 – State Employee Contracts
- Table 6 – Local Government Employee Contracts
- Table 7 – Vendor Performance Standards
- Table 8 – Reference Documents

1 GENERAL INFORMATION

1.1 INTRODUCTION

The purpose of this Request for Proposal (RFP) is to provide interested and qualified third party dental administrators with information to enable them to prepare and submit competitive Proposals for dental benefit administration to the Wisconsin Department of Employee Trust Funds (ETF). ETF intends to use the results of this process to award a Contract.

1.2 PROJECT SCOPE AND OBJECTIVES

The Department of Employee Trust Funds (ETF) is a Wisconsin State agency that administers retirement, health, life, income continuation, long-term disability, and long-term care insurance programs for 570,000 state and local government employees and annuitants.

This Request for Proposal (RFP) details the procedures the proposer must follow to submit a Proposal for the administrative services for dental benefits offered in conjunction with the State of Wisconsin Group Health Insurance Program offered by the State of Wisconsin Group Insurance Board, and the minimum requirements that the proposer must meet to be eligible for consideration.

This procurement is authorized under Chapter 40 of the Wisconsin State Statutes. All decisions and actions under this RFP are solely under the authority of the State of Wisconsin Group Insurance Board. Procurement statutes and rules that govern other State agencies may not be applicable.

The Proposer must be able to offer and administer the Uniform Dental Benefit as described in the Uniform Dental Benefit Certificate which can be found in Table 4.

For more information on this program, please refer to Section 5: Program Background and Specifications.

1.3 PROCURING AND CONTRACTING AGENCY

This RFP is issued for the State of Wisconsin by the Department of Employee Trust Funds on behalf of the State of Wisconsin Group Insurance Board. The Department is the sole point of contact for the State of Wisconsin in the selection process. The terms "State," "ETF," and "Department" may be used interchangeably in this document and its attachments.

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

Express delivery:

Michael D. McNally, Jr.
RFP ETE0020
Dept. of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

USPS Mail delivery:

Michael D. McNally, Jr.
RFP ETE0020
Dept. of Employee Trust Funds
PO Box 7931
Madison, WI 53707-7931

Telephone: 608-261-9032
FAX: 608-267-0633
E-mail: ETFProcurement@etf.wi.gov

1.4 DEFINITIONS AND ACRONYMS

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

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 of Events means the schedule of events in RFP, Section 1.8.

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) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 CFR 160.103; (iii) Proprietary Information; (iv) 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; (v) information expressly designated as confidential in writing by the State of Wisconsin; (vi) 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. Stats. § 40.07, Wis. Admin. Code ETF 10.70(1) and 10.01(3m); (vii) any material submitted by the vendor in response to this request that the vendor 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, and identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Pricing information cannot be held confidential.

Contract means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, the RFP and the successful Vendor's Proposal, and all modifications hereto and thereto, and in addition shall contain such other terms and conditions as may be required by the State of Wisconsin.

Contractor means the Proposer who is awarded the contract.

CST means Central Standard Time.

Day means Calendar Day unless otherwise indicated.

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

GIB means the State of Wisconsin Group Insurance Board.

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

Personally Identifiable Information or **PII** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including

fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Proposal means the complete response of a Proposer submitted on the approved forms and setting forth the Proposer’s pricing for providing the services described in the RFP, which includes all attachments.

Proposer means any individual, company, corporation, or other entity that responds to this RFP. Used interchangeably with “Vendor” or “Supplier” and means a firm or individual submitting a Proposal in response to this RFP.

Protected Health Information or **PHI** is health information protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Title 45 of the Code of Federal Regulations, section 160.103.

RFP means Request for Proposal.

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. Stats. means Wisconsin State Statutes referenced in this document , viewable at: <http://www.legis.state.wi.us/rsb/stats.html>.

Subcontractor means a person or company hired by the Vendor to perform a specific task as part of this RFP.

USPS means United States Postal Service.

UW means the University of Wisconsin System with 13 four-year campuses and 13 two-year campuses with locations throughout the State.

Vendor means a person or company that sells goods or provides services. Used interchangeably with “Proposer” and means a firm or individual submitting a Proposal in response to this RFP.

WRS means Wisconsin Retirement System.

Please see ETF’s glossary at: <http://etf.wi.gov/glossary.htm> for additional definitions.

1.5 CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS

Proposers must submit any questions concerning this RFP via e-mail (no phone calls) to ETFProcurement@etf.wi.gov. The subject of the e-mail must state “**ETE0020 RFP**” and the e-mail must be received on or before the date identified in Section 1.8 for “Vendor Questions and Letter of Intent Due” date. Proposers are expected to raise any questions they have concerning the RFP at this point in the process.

Questions must be submitted as a Microsoft Word document using the format specified below:

Table 1 Format for Submission of Clarification Questions

No.	RFP Section	RFP Page	Question
Q1			
A1			

Q2			
A2			

All questions must include the name of the Proposer’s company and the person submitting the question(s). The RFP number must be referenced in the firm’s contact e-mail. A compilation of all questions and answers, along with any RFP updates, will be posted to the ETF Extranet (<http://etfextranet.it.state.wi.us/etf/internet/RFP/rfp.html>) no later than the date indicated in Section 1.8.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the individual identified in Section 1.3 of such error and request modification or clarification of this RFP document.

If it becomes necessary to update any part of this RFP, updates will be published on ETF’s Extranet at <http://etfextranet.it.state.wi.us/etf/internet/RFP/rfp.html>, which is part of ETF’s website, and will not be mailed. Electronic versions of the RFP and all appendices and exhibits are available on ETF’s Extranet.

1.6 VENDOR CONFERENCE

There is no scheduled Vendor conference. A Vendor conference is an opportunity to ask questions. If ETF decides to hold the vendor conference, a notice will be posted on ETF’s Extranet site, listed in Section 1.5. Note, unless this notice is posted, no conference will be held.

1.7 REASONABLE ACCOMMODATIONS

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

1.8 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 specific dates and times in the Calendar of Events listed below, it will do so by issuing a supplement to this RFP via the ETF Extranet listed in Section 1.5. No other formal notification will be issued for changes in the estimated dates.

Table 2 Calendar of Events

Date	Event
February 20, 2015	ETF Issues RFP
March 5, 2015	Vendor Questions and Letter of Intent Due
March 12, 2015	ETF Posts Answers to Questions on ETF Extranet
March 26, 2015 2:00PM CST *	Proposals Due
May 20, 2015	ETF Issues an Intent to Award

May 21, 2015	Contract negotiations begin
August 3, 2015	Contract Start Date

***All dates are estimated with the exception of RFP Proposal due date and time.**

1.9 CONTRACT TERM

The Contract term for providing the third party administration of dental benefits will commence on the Contract start date and shall extend through December 31, 2017. The Board retains the option, by mutual agreement of the Board and the successful Proposer, to renew the Contract for two (2) additional two (2)-year periods extending the Contract through December 31, 2021, subject to the satisfactory negotiation of terms, including pricing.

1.10 LETTER OF INTENT

A letter of intent indicating that a Proposer intends to submit a response to this RFP should be submitted to the Department by the date indicated in Section 1.8. In the letter, the Proposer should identify the Proposer's organization and give the name, location, telephone number, fax number and e-mail address of one or more persons authorized to act on the Proposer's behalf. Proposers should submit the letter of intent via email to the address in Section 1.3. The RFP number and title must be referenced in the firm's contact email. The letter of intent does not obligate the Proposer to submit a Proposal.

1.11 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. The Board does not guarantee to purchase any specific dollar amount. Proposals that stipulate that the Board shall guarantee a specific quantity or dollar amount will be disqualified.

1.12 VENDORNET REGISTRATION

Only Vendors registered with the State of Wisconsin's VendorNet will receive automatic future official notice for bid opportunities for Services. The State of Wisconsin's purchasing information and Vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state.

1.13 RETENTION OF RIGHTS

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

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 GENERAL INSTRUCTIONS

The evaluation and selection of a Vendor will be based on the information submitted in the Proposal plus references, any presentations (if requested), responses to requests for additional information or clarification, any on-site visits or best and final offers (BAFOs), where requested.

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

Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are neither necessary nor desired.

2.2 INCURRING COSTS

The State of Wisconsin or ETF is not liable for any costs incurred by Vendors in replying to this RFP, or making requested oral presentations.

2.3 SUBMITTING THE PROPOSAL

Proposers must submit the following, including all materials required for acceptance of their Proposal:

- One (1) original hard copy Proposal, clearly labeled “ORIGINAL”
- Seven (7) identical hard copy paper copies of the original paper Proposal, marked as “COPY.” Indicate the copy number (for example: 1 of 7, 2 of 7, etc.)
- One (1) USB flash drive, which includes the following:
 - One (1) file folder of all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 format. The file folder must be labeled “[Vendor Name] PROPOSAL”.
 - One (1) file folder of all electronic Proposal files **confidentially redacted** in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 format. This file folder must be labeled “[Vendor Name] REDACTED PROPOSAL”.
 - One (1) file folder with an electronic file of the cost sheet shall be saved as a separate file from the other Proposal documents labeled “[Vendor Name] **ATTACHMENT C COST PROPOSAL**”. *Please note any costs provided on the Cost Proposal cannot be redacted for confidentiality.*
 - The exterior of the USB flash drive shall clearly be marked with the Proposer Name and Proposal Number.
 - The USB flash drive and files must be unlocked with no password protection.

Vendors must submit the Proposal to the address listed in Section 1.3 by the due date and time listed in Section 1.8. Attachment C shall be removed from the submission of the original and identical hard copies. See “**Specific Instructions for the Cost Proposal (Attachment C)**” below.

All Proposals must be time-stamped as accepted by Employee Trust Funds by the stated time. Proposals not so stamped in by Employee Trust Funds on or prior to the stated due date and time will not be accepted and shall be considered late. Receipt of a Proposal by the State of

Wisconsin mail system does not constitute receipt of a Proposal by Employee Trust Funds, for the purposes of this RFP.

Proposals submitted via fax or e-mail will not be accepted.

The Vendor's Proposal must be packaged, sealed and show the following information on the outside of the package:

- "[Proposer's Name and Address]"
- Title: ETE0020 Dental Benefits Administration RFP
- Proposal Due Date: March 26, 2015 2:00PM CST

Specific Instructions for the Cost Proposal (Attachment C)

An original (marked as such) and one (1) hard copy of the Cost Proposal (Attachment C) must be sealed and submitted as a separate part of the Proposal. The Cost Proposal must be packaged, sealed and show the following information on the outside of the package:

- "[Proposer's Name and Address]"
- Title: COST PROPOSAL, ETE0020 Dental Benefits Administration RFP
- Proposal Due Date: March 26, 2015 2:00PM CST

2.4 PROPOSAL ORGANIZATION AND FORMAT

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

Proposals must be typed and submitted on 8.5 by 11-inch paper and bound securely.

Only provide promotional materials if they are relevant to a specific requirement of this request. 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 flash drives and web links to online materials.

Proposers responding to this RFP must comply with the following format requirements:

- | | |
|-------------------|---|
| Front Cover | Include at a minimum the following information: <ul style="list-style-type: none">□ Proposer's Business Name□ Title of the following:
<i>Proposal Response for the Wisconsin Department of Employee Trust Funds RFP ETE0020 Dental Benefits Administration</i>□ Proposal Date |
| TABLE OF CONTENTS | Provide a table of contents for the Proposal. |
| TAB 1 | Provide the following in the following order: <ul style="list-style-type: none">■ FORM: Request for Proposal Sheet (DOA-3261)■ TRANSMITTAL LETTER: A signed transmittal letter must accompany the Proposal. The transmittal letter must be written on the Vendor's |

official business stationery and signed by an official that is authorized to legally bind the Vendor. Include in the letter:

- I. Name, signature and title of Proposer's authorized representative.
- II. Name and address of firm.
- III. Telephone number, fax number, and e-mail address of representatives who will be providing Services under this RFP.
- IV. RFP number and title: ETE0020 Dental Benefits Administration RFP
- V. Executive Summary.

- Current Form W-9 Request for Taxpayer Identification Number and Certification (from the Department of the Treasury, Internal Revenue Service: <http://www.irs.gov/uac/Form-W-9,-Request-for-Taxpayer-Identification-Number-and-Certification>)
- FORM: Vendor Information (DOA-3477)
- FORM: Vendor References (DOA-3478)
- FORM: Designation of Confidential & Proprietary Information (DOA-3027)
- Attachment A – Proposer Checklist (Completed & Signed)
- Attachment B – Mandatory Proposal Qualifications (Completed & Signed)

TAB 2 Response to Sections 6 & 7

Provide a point-by-point response to each and every statement in Section 6 and Section 7. The response must follow the same numbering system, use the same headings, and address each point or sub-point.

TAB 3 All assumptions and exceptions must be included in this tab. Provide a succinct explanation for each item as well as a reference to the section of the Proposal it relates to. **Any assumption or exception made but not included in this tab will be invalid.** Exceptions to the Department's Contract terms and conditions may be considered during contract negotiations if it is beneficial to the Department. **If exceptions to the standard contract language are not presented in this section, they may not be discussed or considered during contract negotiations.** When documenting assumptions and exceptions, clearly label each assumption or exception, restate the original term or condition, state the firm's assumption or exception to the term or condition with one of the following labels:

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

Tab 4 Provide a copy of the following documents:

- Proposer's standard administration agreement
- Proposer's standard dental contract

- Sample of Proposer's claim form

Tab 5 Provide a copy of the following documents:

- Attachment D (worksheet tabs D-2 and D-3)

Format for Sealed Cost Proposal

SEALED COST PROPOSAL Cost Proposal located in Attachment C. Failure to provide a sealed Cost Proposal using the exact form provided in Attachment C (including all of the worksheet tabs) may result in the Proposal being disqualified and rejected. No mention of the Cost Proposal may be made in any other part of the response to this RFP. The sealed Cost Proposal must be submitted per the requirements in Section 2.3.

2.5 MULTIPLE PROPOSALS

Multiple Proposals from a Proposer will not be accepted.

2.6 WITHDRAWAL OF PROPOSALS

Proposals shall 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 1.8 on the Proposal closing date or upon expiration of three (3) Calendar Days after the Proposal Due Date and time if received by ETF. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the contact listed in Section 1.3. 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.

3 PROPOSAL SELECTION AND AWARD PROCESS

3.1 PRELIMINARY EVALUATION

Proposals will initially be reviewed to determine if Mandatory requirements are met. Failure to meet Mandatory requirements as stated in Attachment B, or failure to follow the required instructions for completing the Proposal as specifically outlined in this document may result in rejection of the Proposal.

3.2 CLARIFICATION PROCESS

Clarifications from Proposers may be requested by ETF for the purpose of clarifying ambiguities or questioning information presented in the Proposal. Clarifications may occur throughout the Proposal evaluation process. Clarification requests will include appropriate references to the RFP or the Proposal. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to ETF within the time required.

3.3 PROPOSAL SCORING

Proposals that pass the preliminary evaluation may be reviewed by an evaluation committee and scored against predetermined criteria. The committee may review written Proposals, references, additional clarifications, oral presentations, site visits and other information to score Proposals. ETF may request reports on a Vendor's financial stability, and if financial stability is not substantiated, may reject a Vendor's Proposal. ETF may request demonstrations of the Vendor's proposed products(s) and/or service(s), and review results of past awards to the Vendor by the State of Wisconsin.

A Proposer may not contact any member of the RFP evaluation committee.

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 scoring a Proposal at any point during the evaluation. If the committee chooses to do this, the committee would compare each Vendor's score to the highest score. If a Vendor's score is not reasonably apt to exceed the highest score during the rest of the scoring process, no matter how well the Vendor scores, either via that Vendor moving up in the ranking, or the highest scorer moving down in the ranking, the committee may remove the Proposal from further consideration.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Proposer to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service. Proposals will be scored using the following criteria:

Table 3 Evaluation Criteria

RFP SECTION	DESCRIPTION	TOTAL POINTS	%
6	General Questionnaire	500	50%
7	Third Party Administrative Services Questionnaire	300	30%
Attachment C	Cost Proposal	200	20%
	Total	1,000	100%

Results of reference checks will be used to clarify and substantiate information in the written Proposals. The reference checks may be considered when scoring the responses to the general and technical questionnaires in the RFP.

The points stated above are the maximum amount awarded for each category.

3.5 METHOD TO SCORE THE COST

The lowest Cost Proposal will receive the maximum number of points available for the cost category. Other Cost Proposals will receive prorated scores based on the proportion that the costs of the Proposals vary from the lowest Cost Proposal. The scores for the cost category will be calculated with a mathematical formula.

3.6 ORAL PRESENTATIONS, DEMONSTRATIONS, AND/OR SITE VISITS

The top scoring Proposers, based on the evaluation of their written Proposal in the general and technical questions of the RFP only, may be required to participate in oral presentations, interviews and/or site visits to supplement the Proposals, if requested by ETF.

Not all Proposers may be invited for oral presentations, demonstrations, and/or site visits. ETF will make every reasonable attempt to schedule each oral presentation or demonstration at a time and location that is agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

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

3.7 CONTRACT AWARD

Based on the results of the evaluation and taking into account all of the evaluation factors, the evaluation committee will recommend the highest scoring Proposal to the Board for award. The Proposal determined to be most advantageous to the Board will be selected by the Board for further action. The Board reserves the right not to award a Contract. If contract negotiations cannot be concluded successfully with the awarded Proposer(s), the Board may negotiate a Contract with the next highest scoring Proposer(s).

3.8 BEST AND FINAL OFFER (BAFO)

ETF reserves the right to solicit a BAFO and conduct Proposer discussions, request more competitive pricing, clarify Proposals, and contact references with the finalists, should it be in the State of Wisconsin's best interest to do so. ETF is the sole determinant of its best interests.

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

3.9 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The RFP does not commit the Board to awarding one or multiple contracts, 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 shall be the sole judge as to compliance with the instructions contained in the RFP.

The Board may negotiate the terms of the Contract, including the award amount and the Contract length, with the selected vendor prior to entering into a Contract. The Board reserves the right to add contract terms and conditions to the Contract during contract negotiations.

3.10 NOTIFICATION OF INTENT TO AWARD

All Proposers who respond to this RFP will be notified in writing of the Board's intent to award the Contract as a result of this RFP. All decisions and actions under the RFP are solely under

the authority of the Board. Procurement statutes and rules that govern other State agencies may not be applicable.

3.11 APPEALS PROCESS

The appeals procedure applies to only those requests for bids/proposals for Services that are over \$50,000. Notices of intent to protest and protests must be made in writing. The appeal must state the contract number, detailed factual grounds for the objection to the contract award, and must identify any Wisconsin Statutes and Wisconsin Administrative Codes that are alleged to have been violated. Protestors can only submit an appeal once per award.

The written notice of intent to protest the Notice of Intent to Award of a Contract must be filed with:

Express/Common Carrier Delivery:

Group Insurance Board
c/o Robert J. Conlin, Secretary
Wisconsin Department of Employee Trust Funds
801 West Badger Road
Madison, WI 53713-2526

USPS Delivery

Group Insurance Board
c/o Robert J. Conlin, Secretary
Wisconsin Department of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931

This notice must be received in that office no later than five (5) working days after the Notice of Intent to Award is issued. Fax and e-mail documents will not be accepted. The written protest must be received within ten (10) working days after the Notice of Intent to Award is issued.

The decision of the Group Insurance Board is final and subjective judgment of evaluators is not appealable.

4 MANDATORY VENDOR QUALIFICATIONS

This section is pass/fail. (0 points)

Use Attachment B to respond.

The following requirements are Mandatory for any Proposer who submits a Proposal. Failure to comply with one or more of the Mandatory qualifications may disqualify the Proposal. A response to each item in Attachment B is a Mandatory qualification. **If the Proposer cannot agree to each item listed, the Proposer must specify along with the reason in Tab 3 – Assumptions and Exceptions – of the Proposer’s response.**

Conditions of the Proposal that include the word “must” or “shall” describe a Mandatory qualification. Failure to meet a Mandatory qualification may disqualify the Proposal.

- 4.1 Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States shall be grounds for disqualifying the firm’s Proposal for this Contract.
- 4.2 Proposer shall agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, etc.) shall remain the property of ETF.

- 4.3 The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.
- 4.4 The firm has not been suspended or debarred from performing Federal or State government work.
- 4.5 During the past five years, the firm has not been involved with any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct. Or during the past five years, the firm has not been in bankruptcy or receivership. If a response of "DISAGREE", provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm.
- 4.6 Proposer acknowledges that Section 5, Program Background and Requirements, can be met as listed in the RFP document.
- 4.7 The firm must have a Lead Account Manager and a backup Account Manager assigned to the State of Wisconsin for the life of the Contract.
- 4.8 A representative trained in the State of Wisconsin dental benefit program must be available to attend State of Wisconsin benefit fairs, and provide in-person visits and training for employers and employees in Wisconsin.
- 4.9 Proposer must be able to formally support appeals and other requirements of ETF as described in the links in Table 8 and meet the Wisconsin Office of the Commissioner of Insurance's (OCI) complaints and appeals requirements.
- 4.10 Proposer must be able to accept electronic and manual (paper) claims.
- 4.11 Proposer must be able to customize communications for the State of Wisconsin and local government program participants.
- 4.12 Proposer must have experience working with self-insured plans of over 50,000 participants.

5 PROGRAM BACKGROUND AND SPECIFICATIONS

This section is NOT scored. (0 points)

The specifications listed in this section are Mandatory requirements of the Contract.

5.1 PROGRAM BACKGROUND & CURRENT STATE SPECIFICATIONS

The current dental benefit (referred to as the Uniform Dental Benefit) is managed individually by each of ETF's 18 fully-insured health plans. Note that the dental benefit design is determined by the Group Insurance Board and is subject to change during the life of the contract. Details of the benefit are listed in Table 4. Previously, health plans chose the level of the dental benefits they offered. However, the Uniform Dental Benefit was adopted for plan year 2014 to standardize the dental benefit offered by the health plans. The Uniform Dental Benefit is offered in conjunction with the health plans, but each health plan can choose whether or not to offer dental benefits to state and local government employees.

Beginning in 2016, there will be additional changes to the administration of this benefit as ETF transitions to a third party administrator for dental benefits. For example, members of the self-

insured health plans, who currently do not have access to dental benefits, will have access in 2016. In addition, dental benefits will be optional. Dental benefits will still be offered alongside medical benefits. Employees must elect medical coverage in order to elect dental coverage.

There are 63,019 state employees and 12,964 local government employees enrolled in a fully-insured plan. Dental coverage will be offered to all eligible State employees. If local government employers would like to offer this dental coverage to employees, the employer must file a resolution to participate in the program. If they do participate, the Uniform Dental Benefit is available to local employees in the same format as it will be available to State employees.

As referenced above, there are three health plan options available under an Administrative Services Only (ASO) contract that do not offer any dental benefits to state or local government employees. There are 7,382 state employees and annuitants, and 205 local government employees and annuitants enrolled in an ASO health plan with no dental benefits. These employees will be eligible to optionally elect these dental benefits beginning 1/1/2016.

The current Uniform Dental Benefit allows the dental provider networks to be regulated by the health plan or its contracted dental administrator. Some health plans offer a very restricted network of providers, while others offer a Preferred Provider Organization (PPO) structured dental plan, where members can see any dentist, and have varying cost-share associated with “preferred” and “non-preferred” providers.

Table 4 (below) provides links to the current Uniform Dental Benefit plan and the current Dental Comparison Chart outlining optional, employee-pay-all dental benefit plans available to State employees. This information is provided to assist the Proposer in completing the RFP response document. For additional information on the programs, please review the accompanying web sites in Table 4.

Table 4 Background Information

Technical Requirements	Web Address
State Employee It’s Your Choice Reference Guide: Pages 78-84 – Uniform Dental Benefits	http://etf.wi.gov/members/IYC2015/15et2107r.pdf
Dental Comparison Chart	http://etf.wi.gov/members/IYC2015/dental-comp-chart2015.pdf
Wisconsin Office of the Commissioner of Insurance (OCI) website	http://oci.wi.gov/
Wisconsin Administrative Code: Chapter ETF 11 Appeals	http://docs.legis.wisconsin.gov/code/admin_code/etf/11

Below are the contract counts for employees enrolled in the State of Wisconsin Group Health Insurance Program as of 1/1/2015. Table 5 displays the current State Employee contracts for all health plans. Table 6 displays the Local Government Employee contracts as of 1/1/15.

Table 5 State Employee Contracts

State Employee Contracts	
Active	63,019
Single	20,598
Family	42,421
Retirees	25,688
Single	14,622
Family	11,066
Continuants	176
Single	133
Family	43
Graduate Assistants	7,750
Single	5,832
Family	1,918

Table 6 Local Government Employee Contracts

Local Government Employee Contracts	
Active	12,964
Single	3,118
Family	9,846
Retirees	2,450
Single	1,451
Family	999
Continuants	35
Single	25
Family	10

There are currently 8,151 local government employees enrolled in one of the six health plans that do not offer dental benefits. These employees will be newly eligible for dental benefits beginning 1/1/2016.

There are 58 different state agencies in the State of Wisconsin Group Health Insurance Program which operate under eight different payroll processing centers. Any local government employer in Wisconsin may file a resolution to participate in the State of Wisconsin Group Health Insurance Program. There are currently 368 local government employers offering health benefits to employees, but this number may change slightly each year.

5.2 SPECIFICATIONS & FUTURE STATE

The objective of this RFP is to acquire a single dental administrator to provide Services that will accommodate the current Uniform Dental Benefit plan design and enhance the value of the plan through the following improvements:

- Consistent administration of dental benefits;
- Expanded member access to dental providers;
- All eligible employees will have the option to elect dental coverage; and
- Potential to offer a preferred provider network and out-of-network benefits with separate cost-sharing

The Vendor must offer the plan as written in the Uniform Dental Benefits Certificate of Coverage beginning January 1, 2016. The Uniform Dental Benefits Certificate of Coverage is located on pages 78-84 of the State Employee 2015 *It's Your Choice: Reference Guide* (Refer to Table 4). The Vendor must agree to include a hold harmless clause in provider network agreements for any difference between billed charges and the allowed charges, such that members are not balance-billed by providers.

State of Wisconsin employees will have the option to elect health insurance *with* dental coverage and health insurance *without* dental coverage. Local government employers must file a resolution to participate in the Group Health Insurance Program for dental as they currently do with medical. This dental coverage will not be available to members who do not enroll in health insurance through the State of Wisconsin Group Health Insurance Program. The same level of coverage is required for medical and dental coverage. For example, an employee who enrolls in

family medical coverage and also wants dental coverage must enroll in family dental coverage. Employees who do not elect health insurance may not enroll in dental coverage.

The Vendor must provide at least one statewide dental provider network to accommodate all eligible State of Wisconsin and local government employees. Dental benefits will be newly available for many local government employees as well as for members of the State and local self-insured health plans. Many of these members are located in rural areas of Wisconsin, or are out-of-state.

The Vendor must have a Lead Account Manager and a Back-up Account Manager assigned to the State of Wisconsin account, each with a minimum of five (5) years of experience managing third party administrative employee benefit programs, specifically dental benefits.

The Vendor must provide a printed and online dental provider directory available to State of Wisconsin members. ETF also requires a Provider Guarantee, which requires the Vendor to honor any provider listed in the directory as in-network for the entire benefit year. The Vendor must also agree to issue dental plan ID cards to every participant.

The Vendor will be required to staff the coordination of implementation activities, and turnover and transition planning and activities, subject to ETF’s approval.

5.3 VENDOR PERFORMANCE STANDARDS

The Vendor must be able to meet the minimum or exceed the following performance standards listed in Table 7 for the life of the Contract. Table 7 indicates the standard number, standard name and standard definition. Vendor Performance Standards metrics are to be based only on ETF member data, and should not include overall office or book-of-business data. Additional performance standards may be added as necessary. The Vendor is required to report each standard to its corresponding frequency to ETF as listed in Section 5.4.

Table 7 Vendor Performance Standards

No.	Standard	Standard Definition
1	Call Answered Rate: Calls answered within 30 seconds at least 95% of the time.	Measured from the time a call is placed in the enrollee service queue until the time the caller is connected to a customer service representative.
2	Call Abandonment Rate: Abandoned phone call rate is at 2% or less.	Percentage of calls that reach the Vendor(s) and are placed in enrollee services queue, but are not answered because caller hangs up before a customer service representative becomes available. Any calls that abandon within 10 seconds of being placed in queue need not be counted. Calculated as the number of calls in enrollee services queue that are abandoned divided by number of calls placed in queue. Note: Calls that are answered by automated responses (such as claim status and eligibility) are not to be included in the count of calls that reach the facility and are placed in queue.

3	<p>Member Complaint Rate: Less than 2% of members file complaints.</p>	Percent of incoming calls from members, or from others on behalf of a member, which are indicating unsatisfactory or unacceptable service or situations.
4	<p>Response to Formal Complaint Rate: Average time to respond to complaints is one (1) Business Day or less. Proposed resolution to be shared with ETF within three (3) Business Days.</p>	The average time it takes to respond to complaints. If the complaint is written, phone or e-mail contact acknowledging receipt of the complaint must be attempted within one (1) Business Day of receipt of the complaint. Final resolution must be shared with ETF and complainant within three Business Days of the initial complaint.
5	<p>First Call Resolution: Service issue resolved on first phone call 98% of the time.</p>	First call resolution will be measured quarterly and is defined as a call that is resolved during or after the call is received, and does not result in a follow-up call from the member or the contractor regarding the same issue within thirty (30) Calendar Days of the first call.
6	<p>Response to Written Inquiry: Response to written communication averages three (3) Business Days or less.</p>	The average time it takes to respond to written inquiries.
7	<p>Call Volume Standard: Able to accommodate a call volume of approximately 8,000-10,000 calls per month exclusively for State of Wisconsin members.</p>	The amount of calls from State of Wisconsin members on a monthly basis that can be accommodated by the Vendor's current customer service staff and call tracking system.
8	<p>Quality Assurance Review: At least 5% of calls are reviewed for accuracy and quality. This must be completed on a quarterly basis and reported to the State of Wisconsin.</p>	The percentage of phone calls which are reviewed by leadership staff (lead worker, supervisor, manager, etc.) to ensure accurate information was given to State of Wisconsin members, and appropriate coaching and training is given to any customer service representatives who fail to accurately respond to member inquiries or concerns.
9	<p>Website Availability: The Vendor's website cannot be unavailable for full participant access for more than 6 non-peak hours per month.</p>	The amount of time that the Vendor's website is unavailable in a given month must not exceed 6 non-peak hours.

5.4 REPORTING SPECIFICATIONS

Reports must be provided to ETF by the Vendor as described in this section within 15 days of the close of the reporting period. The following are reports the Vendor must provide to ETF on a **monthly** basis:

1. Vendor Performance Standards Report;
2. Individual Claim Detail Reports;
3. Aggregate Claim Detail Reports;
4. Claim Reports by Service Type, Member Demographics, Provider, Procedure Code, Date of Service, and Price;
5. Total Cost Reports in aggregate and by Service Type, Member Demographics, Provider, Procedure Code;
6. Financial Reconciliation Reports;
7. Eligibility Reconciliation Reports;
8. Customer Service Reports
 - a. Includes Member Information, Nature of Inquiry, Follow-up Required, Resolution
 - b. Annual Customer Satisfaction Survey results; and
9. Ad Hoc Reports as requested by ETF.

The Vendor must provide the above reports at a minimum and cover any printing costs associated with these reports. Any costs associated with these reports should be included in the ASO Fee that is provided on the Cost Proposal (Attachment C). Reports may be provided electronically if approved by ETF.

5.5 REQUIREMENTS OF SERVICES PROVIDED TO ETF

This section outlines the specifications of legal, technical, and employer communication Services provided by the vendor, but is not intended to be a complete listing of all Services to be provided to ETF by the vendor.

5.5.1 Legal and Consultation Services

The Vendor must monitor the development of and provide notification, information and advice to ETF concerning State or federal regulations or legislation that may affect the dental program in a timely manner. The Vendor must have legal and technical staff available to ETF for advice and consultation as needed for program administration, including during any appeals processes.

5.5.2 Technical Services

The Vendor must operate within the requirements of ETF's member IDs. ETF will communicate eligibility and member information using the MyETF Benefits (MEBS) 8-digit member ID, and the Vendor must agree to develop a crosswalk if they cannot accept this ID for each member. The Vendor's system must be able to accept and accommodate a HIPAA 834 file transfer and update eligibility on a daily basis. The Vendor is not permitted to share or sell member information (including e-mail address) to third-party vendors or anyone outside of the organization for any reason.

ETF is starting a project to upgrade its IT systems for public employee benefits information and processing. ETF anticipates the IT upgrade would impact this program in 2016 or 2017. This

system will be the system of record for participant demographic and benefit information, and the upgrade may impact the formatting or data fields required for transmitting eligibility files and may also affect the way in which eligibility is communicated to the Vendor. If the Vendor has plans to migrate to a different data or claims processing platform, ETF must be notified no less than six (6) months in advance.

The Vendor must have a website or webpage dedicated to this account. All informational materials (marketing documents, provider directories, etc.) must be available on the website or webpage and have prior approval from ETF.

Vendor must be able to transmit data using secure File Transfer Protocol (FTP) or FTP over a Secure Sockets Layer (SSL). This will require software on desktops or an automated system that collects files from the vendor's repository and securely transmits data.

5.5.2.1 Network and Data Security

Vendor's network and personal computers (PCs) must be protected by an up-to-date firewall. PCs and applications must be updated with latest security fixes and are continually maintained and up-to-date. Servers must be secured with only authorized staff allowed physical access to servers. Data must be transmitted using current industry standard secure transmission protocols which encrypt data. Data that is at rest must be encrypted using strong industry standard encryption. A password policy must be used which requires a periodic change of no less than ninety (90) days and a complex password scheme, which includes:

- **Minimum of seven (7) characters**
- No repeats of the last eight (8) passwords
- ***Use of three (3) of four (4) different types of characters***
- No use of usernames/IDs in the password

An audit program must be in place to ensure above practices are being followed. Vendor's staff must be trained and follow secure computing best practices. Wireless networks must be protected using strong encryption and password policies. Connectivity to all networks, wired or wireless, must be protected from unwanted/unknown connections. Any sub-contractors must agree to and abide by the requirements as listed in section 5.5.2.

5.5.2.2 Data Backup and Recovery

All data backups must be handled or transmitted securely. Offsite storage must be audited for compliance (i.e. physical security, all used tapes are accounted for). A Business Recovery Plan must be documented and tested annually, at a minimum, and meets the security requirements in section 5.5.2.

5.5.3 Customer Service

The Vendor must have Customer Service Staff dedicated to this account equipped to respond to the volume of calls by ETF members while meeting the Vendor Performance Standards as described in Section 5.3. The Customer Service Staff must be trained to the specifics and nuances of ETF's plan and provide ongoing training for plan changes, clarifications, and when coaching is needed. A separate phone number should be in place for ETF members with staff knowledgeable of ETF's dental plan.

Members must be able to speak to a Customer Service Representative between 8 a.m. and 4:30 p.m. CST Monday through Friday, at a minimum. Members also must be able to submit questions online or via e-mail for timely response. Calls must be recorded and easily pulled

when necessary by name or member ID. Calls must be tracked by nature of inquiry and reported to ETF as described in Section 5.

5.5.4 Communication and Training

The Vendor must be available to address issues raised by payroll processing centers and/or agency payroll staff within forty-eight (48) hours of the inquiry. There must be a central point of contact for employer issues (i.e., questions about enrollments, deductions, etc.). Training is expected to be provided as needed to employer human resources and benefits departments' in-person, through video-conferencing, or through online interactive training options as determined by ETF. This training is necessary for implementation, annual benefit changes, or during any period of transition. Note that any training provided is at no additional cost to ETF. ETF may request additional trainings for employers and benefits departments as needed.

The Vendor must provide informational materials for the dental plan to employers and members prior to the open enrollment period each year. These materials must be approved by ETF before they are released, and must be available through mailings and on the Vendor's website.

6 GENERAL QUESTIONNAIRE

This section is scored. (500 total points)

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

All Proposers must respond to the following by restating each question or statement and providing a detailed written response. Instructions for formatting the written response to this section are found in Section 2.4.

The Proposer's Services must be able to be performed according to the requirements contained in this RFP. All resources necessary are to be provided by the Proposer and included on the Cost Proposal (Attachment C).

The Proposer must provide sufficient detail for the Board and ETF to understand how the Vendor 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 each section.

Questions listed in the section may include specifications that are requirements of the Contract.

6.1 EXPERIENCE AND REFERENCES

The Vendor's Proposal package, at minimum, must include the following items, organized as indicated below:

- 6.1.1** Provide a general description of the firm, including size, number of employees, primary business (e.g., insurance, third party administrator, etc.), other business or services, type of organization (e.g., franchise, corporation, partnership, etc.) and other descriptive material.
- 6.1.2** Describe the company's strengths regarding client service; what distinguishes the company from its competitors?
- 6.1.3** Highlight any acquisitions, and/or mergers or other material developments (e.g., changes in ownership, personnel, business, etc.) pending now or that occurred in the

past five (5) years at the company. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials, and could potentially take place within the next three (3) years after the Contract start date.

- 6.1.4** Provide a description of how any turnover of key personnel assigned to this account would be handled. It is the expectation that there would be a Lead Account Manager in charge of all programs assigned at all times, in addition to other key personnel who would be involved with ETF programs.
- 6.1.5** Provide a statement on the availability and location of staff and other required resources for performing all services and providing deliverables within indicated time frames.
- 6.1.6** Provide a list of the public sector and private sector dental benefit programs for which the firm currently provides administrative services, including employer name, the type of program for which services are provided, approximate number of participants for each program and number of years the firm has been retained. Indicate which programs are self-insured and fully-insured.
- 6.1.7** Provide the address, telephone number, name and title of the primary contact for at least three major public employee benefit programs for which the proposing firm has provided dental benefits administration services within the last three years. Include in the response the number of participants at each public employer. Although these firms shall serve as the primary references for purposes of this RFP, the Board specifically reserves the right to contact any of the listed organizations used as examples throughout the RFP for information about the firm's performance under past and present contracts.

6.2 STAFF QUALIFICATIONS

- 6.2.1** List the titles and duties of the Account Management Team members who would be assigned to this account (include Lead Account Manager, Back-Up, Dental Advisory Staff, Provider Relations, Network Development Staff, etc.).
- 6.2.2** Describe the background and experience of the Account Management Team members. Include information about their professional qualifications and work experience in the following areas: customer service, service to participating employers, enrollments, claims processing/set up, underwriting, actuarial, network development, information technology and data processing, accounting, and legal services.
- 6.2.3** Provide at least two (2) specific examples that demonstrate ability to resolve problems timely, provide excellent customer service, and effectively display client relationship management skills.

6.3 CUSTOMER SERVICE

- 6.3.1** Explain how the firm plans to meet the requirements as described in Section 5.5.3 and 5.5.4. Include examples of reports or materials related to meeting these requirements.

- 6.3.2** Explain how the firm will meet the Vendor Performance Standards as described in Section 5.3, Table 7. Refer to Section 5 for details on the contracted State of Wisconsin population.
- 6.3.3** Provide examples of reports containing actual 2014 results for the Vendor Performance Standards, or very similar measures, prepared for other clients of a comparable size to the State of Wisconsin.
- 6.3.4** Participants who feel that their questions or issues have not been properly addressed by customer service staff may file a formal complaint or appeal. Provide a written summary of the formal complaint procedures that will be followed to adequately and appropriately review, evaluate, and resolve complaints and/or appeals in a timely manner. Include information about the staff involved in the complaint resolution process, the documentation that is used to make a determination, and the average number of appeals or complaints filed annually, tracking mechanisms used, speed of resolution, and the number/percent appealed beyond first level resolution for the firm's current business.
- 6.3.5** Describe the manner in which the firm intends to report complaint and grievance procedure results to ETF. Include an example of a determination letter that will be provided to a participant explaining the approval or denial of an appeal.

6.4 PROVIDER NETWORKS AND ACCESS

- 6.4.1** Provide a description of each dental network option offered. Include any projected percent savings for a narrower network and identify how networks are pared down to provide the savings.
- 6.4.2** Describe the firm's flexibility in tightening networks in order to access higher discounts. Identify which provider groups would be eliminated in this narrower network compared to the more comprehensive network.
- 6.4.3** Provide the number of dentists in the firm's Wisconsin network and the counties in which they practice. Provide the number of dentists as well as the number of dental offices.
- 6.4.4** Provide the number of dentists in the firm's national network by state. Provide the number of dentists as well as the number of dental offices.
- 6.4.5** Describe the evaluation methods and/or tools used when adding dental providers or expanding the firm's network.
- 6.4.6** Describe how dental providers are evaluated based on quality and cost.
- 6.4.7** Describe the organization's agreements with providers or vendors. On what basis are these agreements provided – e.g., percentage off allowed charges, negotiated fee schedule, bundled services, etc. Describe whether the organization has any agreements with providers or vendors that permit discounts for fees. On what basis are these agreements provided?
- 6.4.8** Provide a thorough explanation of how the administrator establishes professional fees, fee screens, and determines prevailing (that is, usual, customary and reasonable

{UCR}) rates. Include data sources and frequency of reviews/updates. Provide a thorough explanation of how the administrator will handle the establishment of professional fees, fee screens and the determination of prevailing (that is, usual, customary and reasonable {UCR}) rates. For each type of provider contract, please specifically describe the nature and extent of discount arrangements.

- 6.4.9** Describe the measures in place to monitor for consistency in UCR values over time, to avoid aberrations due to sampling. Provide a thorough explanation of how the administrator will handle the establishment of professional fees, fee screens and the determination of prevailing (that is, usual, customary and reasonable {UCR}) rates.
- 6.4.10** Describe how the organization will minimize initial and ongoing provider disruption for current members. Consider members in an active treatment plan with a provider not in the firm’s network. Describe the measures in place to monitor for consistency in UCR values over time, to avoid aberrations due to sampling.
- 6.4.11** Describe whether the company currently offers a Dental Health Maintenance Organization (DHMO) product. Describe the firm’s willingness to explore a DHMO option in the future. Describe whether the firm is able to offer a DHMO-like, network-only plan on a self-funded basis (similar to a medical Exclusive Provider Organization (EPO)). Describe how the organization will minimize initial and ongoing provider disruption for current members. Consider members in an active treatment plan with a provider not in the firm’s network.
- 6.4.12** Describe whether multiple network options are available. If so, describe each network option – e.g., narrow with greater discount, expanded/wide with lesser discount, silent wrap-around with varying discounts, etc. Describe whether the company currently offers a Dental Health Maintenance Organization (DHMO) product. Describe the firm’s willingness to explore a DHMO option in the future. Describe whether the firm is able to offer a DHMO-like, network-only plan on a self-funded basis (similar to a medical Exclusive Provider Organization (EPO)).
- 6.4.13** Please describe the firm’s proposed network configuration. Identify whether the proposed network is owned, leased, or a combination. If leased, disclose which networks are used. Describe whether multiple network options are available. If so, describe each network option – e.g., narrow with greater discount, expanded/wide with lesser discount, silent wrap-around with varying discounts, etc.
- 6.4.14** For each dental network you are proposing for the employee population of the State of Wisconsin, enter the network name in the yellow box, then provide the **percentage** of the eligible employee population that meets the access metric for each type of provider listed based on the overall average distance of the population using the information in Appendix E.

Network Provider	Network 1	Network 2	Network 3
1 General Dentist within 5 miles			
2 General Dentists within 10 miles			
1 Pediatric Dentist within 10 miles			
1 Periodontist within 10 miles			

1 Endodontist within 10 miles			
1 Orthodontist within 5 miles			
2 Orthodontists within 10 miles			
1 Oral Surgeon within 10 miles			
2 Oral Surgeons within 15 miles			

Note that representations made by the Proposer in this proposal become contractual obligations that must be met for the duration of the contract term.

6.5 CLAIMS PROCESSING

- 6.5.1** Describe the firm’s claims processing system and capabilities to show how the organization adjudicates claims. The responsibility of facilitating submission of claims and processing shall, insofar as is reasonably possible, be with the provider of service and the administrator. Duties of the Vendor shall include determining proper payments and providing cost controls for all claims. The Department shall assist the administrator in providing contractual interpretations. At a minimum include the following:
- List data elements which are collected and their sources. Indicate which data elements are mandatory (that is, claim will be pended, returned or otherwise not processed if the data element is not provided with the claim).
- 6.5.2** Describe the procedures and criteria used to authorize or reject claims to assure that all claims are paid accurately and in compliance with ETF’s benefit plan design. Explain how these are monitored and updated.
- 6.5.3** The administrator’s system must have the capacity to store and track coordination of benefits information so as to apply it during claims processing and must also have the ability to identify and differentiate between primary and secondary carriers. Explain the firm’s current procedure for identifying and processing claims for Coordination of Benefits (COB).
- 6.5.4** Explain the claims process in place in the event that member COB information is not complete.
- 6.5.5** Provide the percent of claims processed electronically without manual intervention.
- 6.5.6** Describe how the organization processes manual claims, that is, claims that require manual intervention by the administrator. Provide the turn-around time for manual claims processing.
- 6.5.7** Describe the notice, if any, which is sent to the provider and/or subscriber for claims that require additional information before processing can continue. Provide the estimated delay time for processing these claims.
- 6.5.8** For network and non-network claims, separately describe the methodology or standards used to determine how much of each billed dental service (by dental

code) is accepted. Indicate, separately, the standard percentile level of UCR used to adjudicate network claims and non-network claims.

- 6.5.9** Describe other quality and cost control procedures and system edits in place for controlling and tracking claims. Include the organization's processes for tracking and recovering the overpayment of claims.
- 6.5.10** Describe whether the firm's claims processing function been audited by an outside audit team. If so, list the name of the organization(s) conducting the audit, audit frequency, date of last audit, period audited, claims processing accuracy rate determined and the method used to measure the rate. If this audit is confidential, try to obtain release in order to provide the information.
- 6.5.11** If a third party audit has been performed within the past four (4) years for a client of similar size to the State, provide the executive summary from that audit that identifies the major findings.
- 6.5.12** Describe the process in place to remedy any errors found in claims processing.
- 6.5.13** What percentage of requests for prior authorization are approved? If some are denied, provide the criteria used to distinguish between those that are approved and receive a benefit determination versus those that are not.

6.6 SECURITY, PRIVACY AND ELECTRONIC DATA INTERCHANGE

Describe how the organization will maintain confidentiality and comply with HIPAA security, privacy, and electronic data interchange requirements. Note that the Board and ETF take the security and privacy of member data very seriously. The selected Vendor must have a secure electronic method for exchanging files with ETF or agree to use ETF's secured file transfer protocol (FTP) site. The selected Vendor will be required to sign ETF's Business Associate Agreement (Appendix B) as part of the Contract.

6.7 QUALITY CONTROL

Describe the organization's quality control procedures for keeping complete and accurate records, documenting business processes, checking for errors, and reviewing processes for effectiveness and identifying opportunities to improve. Describe how the quality control processes would be applied to each stage of this project. Describe in detail how quality and data integrity would be maintained during a transition from another Vendor or when transitioning to another Vendor.

7 THIRD PARTY ADMINISTRATIVE SERVICES QUESTIONNAIRE

This section is scored. (300 total points)

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

All Proposers must respond to the following by restating each question or statement and providing a detailed written response. Instructions for formatting the written response to this section are found in Section 2.4.

The Proposer must be able to be perform Services according to the requirements contained in this RFP. All resources necessary are to be provided by the Proposer and included in the Cost Proposal (Attachment C).

The Proposer must provide sufficient detail for the Board and ETF to understand how the Vendor 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 each section.

Questions listed in the section may include specifications that are requirements of the Contract.

7.1 DATA SYSTEMS CAPABILITIES

Provide detailed information about the hardware and software that will be used to administer all programs. Include information about the record-keeping control policies and procedures that are in place to properly receive, disburse, audit, and reconcile both participant and plan accounts in the following areas:

7.1.1 Enrollment tracking.

7.1.2 Claims administration.

7.1.3 Administrative fee billing.

7.2 ACCOUNT MANAGEMENT AND TOOLS

7.2.1 Describe how participants are ensured twenty four (24) hours per day and seven (7) days a week online access to account information and educational material. Include the effects of routine maintenance on access to this information.

7.2.2 Describe the available online employer access and plan management tools. Describe the tools available to assist employers in finding answers to common member questions, make eligibility edits, generate reports, etc.

7.2.3 Describe the available online employee access and self-service capabilities. Describe the tools available to assist employers in finding answers to common questions, accessing a description of benefits, finding a network provider, tracking claims, order/printing ID cards, accessing benefit tools and calculators, communicating with customer service via secure messaging, etc.

7.3 RECORD-KEEPING AND ACCOUNTING SERVICES EXPERIENCE

Provide information about the firm's previous experience in providing record-keeping and accounting services for similar plans with multiple payroll reporting agencies and multiple payroll cycles using a variety of data formats, including electronic transfer via FTP, virtual private network, encrypted e-mail, and/or paper. Include the name, area of responsibility, qualifications and experience of key staff responsible for the information technology systems functions.

7.4 PLAN INFORMATION MATERIALS AND INTERNET SITE

- 7.4.1 Describe the informational materials that may be used to ensure all eligible employees are aware of and offered enrollment. Provide examples of materials such as brochures, forms, video presentations, posters, Internet sites, e-mail messages, etc., that may be used to communicate plan information to ensure that all eligible employees are aware of and understand the plans. In lieu of paper copies, the Proposer may provide links to online electronic copies of informational materials.
- 7.4.2 Describe the firm's experience in creating and delivering a communication and education plan with a large employer, including the outcomes. Provide an example.
- 7.4.3 Describe the information that will be available to employees, employers, and ETF on an internet site. Indicate the firm's intent to develop a website specifically for the State of Wisconsin plan.
- 7.4.4 Explain how participants' personal account information will be accessible through the site and whether the same level of information is easily attainable by members who may not have internet access.

7.5 PERFORMANCE STANDARDS AND GUARANTEES

7.5.1 Tracking and Reporting Capacity

Provide details regarding the firm's ability to track and report on the following performance measures, monthly and quarterly. Provide examples of reports containing actual results in 2014 for these or very similar measures prepared for other clients of a comparable size to the State of Wisconsin.

7.5.1.1 Participation and Dental Care Usage by Service Type:

Overall enrollment in the dental plan and individual utilization of services. Breakdown for dental claims the type of service. Provide information related to the programs offered by the firm.

7.5.1.2 Website availability:

Total amount of time the website was not available in 2014 for full participant access.

7.5.1.3 Claims Statistics:

- A. Total claims processed by program type;
- B. Number of claims processed by program type within 1-2 Business Days;
- C. Number of claims processed by program type within 3-5 Business Days;
- D. Number of claims processed by program type within 6-10 Business Days;
- E. Number of claims processed by program type within 10+ Business Days; and
- F. Average number of Business Days to process each type of claim.

7.5.1.4 Detail the firm's capabilities in producing the reports listed in Section 5.4, Reporting Specifications. Provide samples of any similar reports that are currently provided for clients.

7.5.1.5 Provide a description and example of reports other than those specified above that the Proposer would recommend be made available to ETF.

7.5.2 Other Performance Guarantee Agreements

Describe whether the firm has any contracts with other clients who incorporate a penalty for not meeting performance standards. If so, indicate the types of performance guarantee agreements entered into previously and the ability to provide these arrangements to ETF.

7.5.3 Performance Guarantee

The Proposal must guarantee performance sufficient to fulfill the needs of the ETF as requested within this RFP. After implementation of the successful Vendor's Proposal, if additional resources are needed, the Vendor will bear all costs necessary to satisfy the requirements of this RFP. There should be no recurring costs for further functionality. It is the Vendor's responsibility to ensure that the third party administrative service proposed meet at a minimum the performance standards listed in Section 5. ETF will not release the Vendor from the performance guarantees required for any reason for the life of the Contract.

Describe specifically what guarantees the firm is able to offer pertaining to the performance standards listed in Section 5. The final penalties for not meeting the performance standards will be determined during negotiations between ETF and the Vendor and will appear as a reduction of the total ASO fee on monthly invoices from the Vendor.

8 COST

This section is scored. (200 total points)

Attachment C is Mandatory and is scored.
Attachment D is Mandatory and evaluated.

The Cost Proposal – Attachment C should be submitted as instructed in RFP Section 2.3. See RFP Section 3.5 for the cost score calculation. **The listing of any dollar amounts related to any service or fee will not be allowed within the Vendor's written proposal. All dollar amounts for any service or fee are required to be listed on Attachment C only.**

The Financial Compliance – Attachment D should be submitted as instructed in RFP Section 2.4.

ETF 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.

Costs outlined in the Cost Proposal shall remain firm for the initial Contract period.

9 CONTRACTUAL TERMS AND CONDITIONS

This section is NOT scored. (0 points)

The State of Wisconsin reserves the right to incorporate standard State of Wisconsin contract provisions into any Contract negotiated with any Proposal submitted responding to this RFP [Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)]. Failure of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

- These terms and conditions shall govern this Proposal and subsequent award. Proposers must accept these terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each exception per the instructions in this Section.
- The State of Wisconsin may or may not consider any of the Proposer's suggested revisions. The State of Wisconsin reserves the right to reject any proposed changes.
- Submission of any standard Vendor 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 without including proposed alternative language will be deemed to be an acceptance of the language as applicable.
- The State of Wisconsin reserves the right to negotiate contractual terms and conditions other than those in the Contract when it is in the best interest of the State of Wisconsin to do so.
- If the Proposer cannot agree to a term or condition as written, the Proposer must make its specific required revision to the language of the provision by striking out words or inserting required language to the text of the provision within the copy of the draft. Any new text and deletions of original text must be clearly reflected through the use of Microsoft Word's "Track Changes" function, which requires the Proposer's response be printed in color. Proposers shall 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 shall not be made in lieu of strategic edits required to reflect Proposer-required modifications.
- Immediately after a proposed revision, the Proposer shall add a concise explanation concerning the reason for the required revision. Such explanations shall be separate and distinct from the marked-up text and shall be bracketed, formatted in italics and preceded with the term "[Explanation:]."
- If a Proposer is unwilling to accept a particular provision under any circumstances, such complete rejection shall be indicated by a mark-through of the entire provision using Microsoft Word's "Track Changes" function. A concise explanation for the rejection shall be included immediately following the deleted provision, with such explanatory text bracketed, formatted in italics and preceded with the term "[Explanation:].". As noted above, rejection of entire provisions shall not be undertaken in lieu of specific editing of language within such provision.
- All provisions on which no changes are noted shall be assumed accepted by the Proposer as written and shall not be subject to further negotiation or change of any kind unless otherwise proposed by the State of Wisconsin.
- The Proposer shall not make conceptual objections or observations that certain sections require additional discussion or negotiation, except to the extent that certain section(s) would be contrary to Proposer's implementation plan.

9.1 PAYMENT TERMS

- Invoices must be itemized by cost categories of expenses actually incurred.
- Invoices shall include the purchase order number when issued.
- Invoices will be submitted in accordance with ETF direction.
- ETF anticipates invoices will be received monthly.

9.2 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the Proposal of the successful Proposer as accepted by the State of Wisconsin, and additional terms agreed to, in writing, by the Department and the Contractor shall become part of the Contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award. There are no warranties, representations, or agreements among the parties in conjunction with the subject matter hereof except as specifically set forth or referred to herein.

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the Department for prior review and approval.

9.3 LIQUIDATED DAMAGES

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the Contract. Because of that, the Contractor acknowledges that for the Contract resulting from this Proposal, it will negotiate liquidated damages, as required by the State of Wisconsin, for the Contract. The Contractor agrees that the Department shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

The Department shall notify the Contractor in writing of any claim for liquidated damages pursuant to this section within thirty (30) days after the Contractor's failure to perform in accordance with the terms and conditions of this Contract.

9.4 ADDITIONAL INSURANCE RESPONSIBILITY

The Contractor shall exercise due diligence in providing services under any Contract awarded. In order to protect the Department's governing boards and any Department employee against liability, cost, or expenses (including reasonable attorney fees) which may be incurred or sustained as a result of Vendor errors or other failure to comply with the terms of the awarded Contract, the selected Vendor shall maintain errors and omissions insurance including coverage for network and privacy risks, breach of privacy and wrongful disclosure of information in an amount acceptable to the Department with a minimum of \$1,000,000 per claim in force during the Contract period and for a period of three (3) years thereafter for services completed. Contractor shall furnish the Department with a certificate of insurance for such amount. Further, this certificate shall designate the State of Wisconsin Employee Trust Funds Board and its affiliated boards as additional insured parties.

9.5 CONTRACTOR

- ETF requires each Proposal to have one Contractor designated.
- The awarded Contractor will be the Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations.
- ETF shall have sole discretion to approve or reject any Subcontractor.
- The Contractor shall be solely responsible for its actions and those of its agents, employees or Subcontractors under this Contract. The Contractor will be responsible for Contract performance when Subcontractors are used. Subcontractors must abide by all terms and conditions of the Contract.
- Neither the Contractor nor any of the foregoing parties has the authority to act or speak on behalf of the State of Wisconsin.
- The Contractor will be responsible for payment of any losses by Subcontractors or agents.
- Any notice required or permitted to be given shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by USPS, certified or registered mail-receipt requested. In the event the Contractor moves or updates contact information, the Contractor shall inform the State of Wisconsin of such changes in writing within ten (10) Business Days. The State of Wisconsin shall not be held responsible for payments on purchase orders delayed due to the Contractor's failure to provide such notice.

9.6 OWNERSHIP OF MATERIALS

- All information, data, reports and other materials as are existing and available from the Department and which the Department determines to be necessary to carry out the scope of Services under this Contract shall be furnished to the Vendor and shall be returned to the Department upon completion of the Contract. The Vendor shall not use it for any purpose other than carrying out the work described in the Contract.
- It is agreed that the Department will be furnished without additional charge all data, models, information, reports, and other materials associated with and generated under this Contract by the Vendor.
- The Department shall solely own all customized software, documents, and other materials developed under this RFP. Use of software, documents, and materials by the Vendor shall only be with the prior written approval of the Department.

9.7 CONFIDENTIALITY OF INFORMATION

Disclosures

Contractor shall ensure that all indications of confidentiality contained on or included in any item of such Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain such Confidential Information of the State, as directed.

Indemnification

In the event of a breach by Contractor, Contractor shall indemnify and hold harmless the State of Wisconsin and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

Equitable Relief

The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose Confidential Information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

9.8 BUSINESS ASSOCIATE AGREEMENT

A Business Associate Agreement must be entered into between the Contractor and the Department at the time a Contract is issued. It is the intention of the Contract to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards related to Protected Health Information. The Business Associate Agreement is located in Appendix B.

9.9 CRIMINAL BACKGROUND VERIFICATION

The Department follows the provisions in the Wisconsin Human Resources Handbook Chapter 246, Securing Applicant Background Checks (see <http://oser.state.wi.us/docview.asp?docid=6658>). The Vendor is expected to perform background checks that, at a minimum, adhere to those standards. This includes the criminal history record from the Wisconsin Department of Justice (DOJ), Wisconsin Circuit Court Automation Programs (CCAP), and other State justice departments for persons who have lived in a state(s) other than Wisconsin. More stringent background checks are permitted. Details regarding the Vendor's background check procedures should be provided to ETF regarding the measures used by the Vendor to protect the security and privacy of program data and participant information. A copy of the result of the criminal background check the Vendor conducted must be made available to ETF. ETF reserves the right to conduct its own criminal background checks on any or all employees or Subcontractors of and referred by the Vendor for the delivery or provision of Services.

9.10 LEGAL RELATIONS

- The Vendor shall at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

- In carrying out any provisions of this RFP or in exercising any power or authority granted to the Vendor thereby, there shall be no liability upon ETF, it being understood that in such matters that ETF acts as an agent of the State.
- The Vendor accepts full liability and agrees to hold harmless ETF, its employees, agents and Vendors for any act or omission of the Vendor, or any of its employees, in connection with this contract.
- No employee of the Vendor may represent himself or herself as an employee of ETF or the State.

9.11 CONFIDENTIALITY OF PARTICIPANT RECORDS

In addition to the requirements of this section, please refer to the Business Associate Agreement in Appendix B for requirements related to the Health Insurance Portability and Accountability Act.

- Under Wis. Stat. § 40.07 and Wis. Admin. Code §§ 10.01(3m) and 10.70 (1), Medical Records and Individual Personal Information in the Department's records (including but not limited to name, address, social security number, birth date, marital status, earnings, and medical information), are not public records and must be kept confidential. Such Individual Personal Information and Medical Records are part of the definition of Confidential Information in this Contract.
- Confidential Information may be disclosed to the Vendor under this Contract as the Department determines is necessary for the proper administration of this Contract, as provided by Wis. Stats. § 40.07 (1) (d) and (3).
- The Vendor agrees not to disclose any information furnished to the Vendor or its employees, by the Department including any information derived directly or indirectly from information furnished by the Department to any person or entity of any description who is not a party to this RFP without express, written approval of the Secretary of the Department in advance.

9.12 IDENTIFICATION OF KEY PERSONNEL AND PERSONNEL CHANGES

- The State of Wisconsin reserves the right to approve all individuals assigned to this project. The Contractor agrees to use its best effort to minimize personnel changes during the Contract period.
- At the time of contract negotiations, the Proposer shall furnish ETF with names of all key personnel assigned to perform work under the Contract and furnish ETF with criminal background checks per Section 9.8 on these personnel.
- Proposer may not divert key personnel for any period of time except in accordance with the procedure identified in this section. The Proposer shall provide a notice of proposed diversion or replacement to the single person of contact (SPOC) at least sixty (60) days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced staff. At least thirty (30) days before the proposed diversion or replacement, the SPOC shall notify the Proposer whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by ETF shall not be unreasonably withheld or delayed.
- Replacement staff shall be on-site within two (2) weeks of the departure date of the person being replaced. The Proposer shall provide ETF with reasonable access to any staff diverted by the Proposer.

- Replacement of key personnel shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for key personnel. ETF shall have the right to approve, in writing, the replacement of key personnel. Such approval shall not be unreasonably withheld. Failure of Proposer to promptly replace key personnel within thirty (30) Calendar Days after departure from Proposer shall entitle ETF to terminate the Contract. The notice and justification must include identification of proposed substitute key personnel and must provide sufficient detail to permit evaluation of the impact of the change on the project and/or maintenance.
- Any of the Proposer's staff that ETF deems unacceptable shall be promptly and without delay removed by the Proposer from the project and replaced by the Proposer within thirty (30) Calendar Days by another employee with acceptable experience and skills subject to the prior approval of ETF. Such approval by ETF will not be unreasonably withheld or delayed.
- An unauthorized change by the Contractor of any Contracted Personnel designed as key personnel will result in the imposition of liquidated damages, as defined in the negotiated Contract between the State of Wisconsin and the selected Proposer.

9.13 PERFORMANCE

Work under the resulting Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel and in conformity with the strictest quality standards mandated or recommended by all generally-recognized organizations establishing quality standards for the work of the type to be performed hereunder. The Contractor shall be solely responsible for controlling the manner and means by which it and its employees or its Subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal and Contract requirements.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to perform the work in a reasonably safe manner and comply fully with all applicable codes, regulations and requirements imposed or enforced by any government agencies. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of the Contract shall govern.

The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the State of Wisconsin's satisfaction; the State of Wisconsin's decision in that regard shall be final and conclusive.

9.14 CONTRACT DISPUTE RESOLUTION

- In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for and adjustment to such provision.
- No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the Department, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute,

that amicable resolution through continued negotiation of the matter at issue does not appear likely.

9.15 TERMINATION OF CONTRACT

- The Department may terminate any Contract issued as a result of this RFP at any time at its sole discretion by delivering one hundred and eighty (180) Calendar Days written notice to the Vendor.
- Upon termination, the Department's liability shall be limited to the prorated cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Department.

9.16 TERMINATION FOR CAUSE

The State of Wisconsin reserves the right to cancel this Contract in whole or in part without penalty if the Contractor in one (1) or more of the following occurrences:

- If the Contractor intentionally furnished any statement, representation, warranty, or certification in connection with its Proposal which is materially false, incorrect, or incomplete;
- If the Contractor fails to perform any material requirement of the Contract, breaches any material requirement of the Contract required under this Contract, or if the Contractor's full and satisfactory performance of the Contract is substantially endangered. Before terminating the Contract, the State of Wisconsin shall give written notice of intent to terminate to Contractor after a thirty (30) day written notice and cure period;
- If the Contractor fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes, if applicable;
- If the Contractor incurs a delinquent Wisconsin tax liability;
- If the Contractor fails to submit a non-discrimination or affirmative action plan requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law) as required herein;
- If the Contractor is presently identified on the list of parties excluded from State of Wisconsin procurement and non-procurement Contracts;
- If the Contractor becomes a State debarred contractor, or becomes excluded from State Contracts;
- If the Contractor fails to maintain and keep in force all required insurance, permits and licenses as required per the Contract;
- If the Contractor fails to maintain the confidentiality of the State of Wisconsin's information that is considered to be Confidential Information;
- If the Contractor files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity; or
- If at any time the Contractor's performance threatens the health or safety of a State of Wisconsin employee, citizen, or customer.

In the event of a termination for cause, by the State of Wisconsin, the State of Wisconsin shall be liable for payments, less holdbacks, for any work accepted by the State of Wisconsin prior to the date of termination.

9.17 TRANSITIONAL SERVICES

Upon cancellation, termination, or expiration of the Contract for any reason, the Contractor shall provide reasonable cooperation, assistance and Services, and shall assist the State of Wisconsin to facilitate the orderly transition of the Services hereunder to the State of Wisconsin and or to an alternative Contractor selected for the transition upon written notice to the Contractor at least thirty (30) Business Days prior to termination or cancellation, and subject to the terms and conditions set forth herein.

9.18 RELEASE

Upon the Expiration or Termination for any reason, each party shall be released from all obligations to the other arising after the Expiration date or Termination date, except for those that by their terms survive such Termination or Expiration.

9.19 TERMINATION OF PURCHASE ORDER

The State of Wisconsin may terminate a specific purchase order issued under the Contract if it determines that the Contractor is unable to render the Services or provide the deliverables required in a timely manner, in order to meet the business needs of the State of Wisconsin.

9.20 REMEDIES OF STATE

- The State of Wisconsin shall be free to invoke any and all remedies permitted under Wisconsin law. In particular, if the Contractor fails to perform as specified in the Contract, the State of Wisconsin may issue a written notice of default providing for at least a seven (7) day period in which Contractor shall have an opportunity to cure, provided that cure is possible, feasible, and approved in writing by the State of Wisconsin. Time allowed for cure of a default shall not diminish or eliminate the Contractor's liability. If the default remains, after opportunity to cure, then the State of Wisconsin may: (1) exercise any remedy provided in law or in equity; or 2), terminate Contractor's services.
- If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from the State of Wisconsin to do so, the Contractor shall reimburse the State of Wisconsin for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction.
- In case of failure to deliver Services in accordance with or Services from other sources as necessary, and Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to the State of Wisconsin.

9.21 ADDITIONAL RECORDKEEPING

The Contractor and its authorized Subcontractors are subject to audits by the State of Wisconsin, the Legislative Audit Bureau (LAB), an independent Certified Public Accountant (CPA), or other representatives as authorized by the State of Wisconsin.

Authorized personnel shall have access to interview any Contractor's or Subcontractor's employee or authorized agent involved with the Contract in conjunction with any audit, review, or investigation deemed necessary by the State of Wisconsin.

9.22 CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS

The Contractor will, at all times, comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of the Contract that may affect the Contractor's Services or obligations.

9.23 SECURITY POLICIES

Contractor and the State of Wisconsin agree that their employees, while working at or visiting the premises of the other party, shall comply with all internal rules and regulations of the other party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.

ETF is responsible for allocating building and equipment access, as well as any other necessary services available from ETF that may be used by the Vendor. Any use of ETF facilities, equipment, internet access, and/or services shall only be for project purposes as authorized by ETF. The Contractor will provide its own personal computers, which must comply with ETF security policies before connection to ETF's local network.

9.24 SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL

The State of Wisconsin shall have the right, acting by itself or through its authorized representatives, to enter the premises of the Contractor at all times to inspect and copy the records of the Contractor pertaining to the operation of the system and Contractor's compliance with this section. In the course of performing Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State.

The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.

- In the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to the State of Wisconsin.
- The Contractor shall be responsible for damage to the State of Wisconsin's equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State of Wisconsin accordingly upon demand.
- This remedy shall be in addition to any other remedies available to the State of Wisconsin by law or in equity.

9.25 TIME IS OF THE ESSENCE

Timely provision of the Services required under this Contract shall be of the essence of the Contract, including the provisions of the Services within the time agreed or on a date specified herein.

9.26 BREACH NOT WAIVER

A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or acceptance of any defective item or Services furnished by the Contractor.

9.27 SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full source and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

10 REQUIRED FORMS

This section is NOT scored. (0 points)

The following forms must be completed and submitted with the Proposal in accordance with the RFP instructions outlined in Section 2. Blank forms are attached.

- Attachment A – Proposer’s Checklist
- Attachment B – Mandatory Proposal Qualifications
- Attachment C – Cost Proposal
- Current Form W-9 Request for Taxpayer Identification Number and Certification (from the Department of the Treasury, Internal Revenue Service: <http://www.irs.gov/uac/Form-W-9,-Request-for-Taxpayer-Identification-Number-and-Certification>)
- Form DOA-3477 – Vendor Information
- Form DOA-3478 – Vendor References
- Form DOA-3027 – Designation of Confidential and Proprietary Information
- Form DOA-3261 – Request for Proposal (Front Cover)

11 REFERENCE INFORMATION

Table 8 references the current ETF web site and Wisconsin State Statutes Chapter 40. The information provided is to assist the Proposer in completing the RFP response document. For additional information on the programs, please review the accompanying web sites in Table 8.

Table 8 Reference Documents

Reference Documents	Web Address
Employee Trust Funds Internet Site	http://etf.wi.gov
WI State Statutes Ch. 40	http://www.legis.state.wi.us/statutes/Stat0040.pdf

WI Administrative Code Ch. 11	http://docs.legis.wisconsin.gov/code/admin_code/etf/11
ETF Grievance and Appeals Process	http://etf.wi.gov/publications/et2405.pdf



APPENDIX A STATE OF WISCONSIN EXAMPLE CONTRACT

Commodity or Service: Third Party Administration of Dental Benefits **Contract No./Request for Proposal No: ETE0020**

Contract Period: January 1, 2016 through December 31, 2017 with two (2), two (2) year renewal options

1. This Contract is entered into by the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "Department", and between the XXXXX hereinafter referred to as the "Contractor", whose address and principal officer appears on page XX. The Department is the sole point of contact for this Contract.
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal dated XXXXX hereby made a part of this Contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952, or via e-mail at ETFProcurement@etf.wi.gov.
5. For purposes of administering this Contract, the Order of Precedence is:
 - A). This Contract with XXXXX and
 - B). the RFP dated XXXX, and;
 - C). Contractor's proposal dated XXXX.

Contract Number & Service: ETE0020 – Third Party Administration of Dental Benefits

State of Wisconsin
Department of Employee Trust Funds
By <i>(Name)</i>
Jon Litscher
Signature
Title
Chair Group Insurance Board
Phone
608.266.9854
Date <i>(MM/DD/CCYY)</i>

Contractor <u>to Complete</u>
Legal Company Name
Trade Name
Taxpayer Identification Number
Company Address <i>(City, State, Zip)</i>
By <i>(print Name)</i>
Signature
Title
Phone
Date <i>(MM/DD/CCYY)</i>

APPENDIX B BUSINESS ASSOCIATE AGREEMENT

The following document listed below is part of this Appendix:

- **APPENDIX B – Business Associate Agreement.pdf**

APPENDIX C STANDARD & SUPPLEMENTAL TERMS AND CONDITIONS

The documents listed below are part of this Appendix:

- **DOA-3054 Standard Terms and Conditions.pdf**
- **DOA-3681 Supplemental Standard Terms and Conditions for Procurements for Services.pdf**

APPENDIX D ATTACHED FORMS

The documents listed below are part of this Appendix:

- **Form DOA-3477 – Vendor Information**
- **Form DOA-3478 – Vendor References**
- **Form DOA-3027 – Designation of Confidential and Proprietary Information**

APPENDIX E ENROLLMENT BY STATE OF WISCONSIN ZIP CODE

Zip Code	Enrolled	Zip Code	Enrolled	Zip Code	Enrolled	Zip Code	Enrolled
53001	12	53531	251	54149	6	54639	20
53002	8	53532	850	54151	25	54642	24
53003	4	53533	241	54152	1	54644	9
53004	26	53534	354	54153	40	54645	2
53005	121	53535	2	54154	46	54646	72
53006	28	53536	378	54155	47	54648	12
53007	12	53537	5	54156	2	54650	422
53008	3	53538	614	54157	39	54651	5
53010	96	53540	4	54159	10	54652	5
53011	12	53541	34	54160	1	54653	11
53012	154	53543	50	54161	10	54654	2
53013	23	53544	25	54162	49	54655	20
53014	38	53545	306	54165	46	54656	213
53015	7	53546	401	54166	142	54657	13
53016	4	53547	8	54169	25	54658	40
53017	26	53548	191	54170	25	54659	32
53018	85	53549	365	54171	41	54660	235
53019	23	53550	22	54173	22	54661	40
53020	27	53551	348	54174	12	54664	19
53021	21	53553	16	54175	4	54665	77
53022	119	53554	24	54175-	1	54666	21
53023	14	53555	461	54177	18	54667	46
53024	180	53556	75	54180	28	54669	111
53026	3	53557	10	54201	61	54670	9
53027	109	53558	893	54202	17	54701	1271
53029	143	53559	256	54204	9	54702	16
53029-	1	53560	225	54205	16	54703	860
53032	140	53561	63	54208	44	54720	174
53033	25	53562	2407	54209	15	54721	21
53034	32	53562-	1	54210	8	54722	42
53035	34	53563	217	54211	3	54723	2
53036	59	53565	155	54212	12	54724	54
53037	56	53566	386	54213	11	54725	45
53038	92	53569	29	54216	54	54726	42
53039	197	53570	86	54217	52	54727	149
53040	67	53571	19	54220	153	54728	23
53042	17	53572	555	54227	7	54729	684
53044	16	53573	82	54228	6	54730	108
53045	119	53574	218	54229	54	54731	2
53046	7	53575	1209	54230	9	54732	32
53047	7	53576	30	54232	1	54733	8
53048	32	53577	27	54234	12	54734	8
53049	27	53578	249	54235	113	54735	4

53050	136
53051	180
53052	1
53056	5
53057	26
53058	25
53059	10
53061	21
53063	7
53064	2
53065	43
53066	393
53069	9
53070	28
53072	178
53073	89
53074	102
53075	15
53076	16
53078	15
53079	28
53080	36
53081	120
53082	3
53083	81
53085	39
53086	53
53088	3
53089	72
53090	127
53091	29
53092	211
53093	7
53094	313
53095	165
53097	58
53098	212
53103	18
53104	24
53105	257
53108	31
53110	176
53114	31
53115	189
53118	76
53119	58
53120	84

53579	37
53580	16
53581	324
53582	46
53583	219
53584	1
53585	14
53586	61
53587	15
53588	143
53589	1053
53590	2074
53593	1524
53594	178
53597	1244
53598	181
53701	55
53703	3436
53704	4798
53705	5454
53706	109
53707	16
53708	31
53711	5307
53713	1451
53714	1471
53715	1013
53715-	1
53716	1877
53717	1380
53718	1119
53719	2391
53725	27
53726	1002
53744	44
53792	4
53801	17
53802	1
53803	30
53804	33
53805	170
53806	23
53807	81
53808	14
53809	154
53810	5
53811	25

54241	44
54245	5
54246	6
54247	6
54301	232
54302	184
54303	136
54304	211
54305	5
54307	3
54308	1
54311	381
54313	312
54324	1
54401	204
54402	4
54403	171
54405	3
54406	87
54407	62
54408	6
54409	53
54410	11
54411	6
54412	6
54413	2
54414	13
54416	3
54418	7
54420	2
54421	6
54422	1
54423	55
54424	10
54425	7
54426	10
54427	4
54428	4
54433	14
54435	26
54436	3
54437	7
54440	7
54441	3
54442	30
54443	24
54446	7

54736	78
54737	6
54738	72
54739	75
54740	13
54741	14
54742	71
54745	17
54746	10
54747	80
54748	22
54749	21
54750	4
54751	825
54754	23
54755	70
54756	4
54757	14
54758	88
54759	13
54760	18
54761	6
54762	9
54763	6
54765	1
54766	9
54767	30
54768	84
54769	3
54770	39
54771	33
54772	13
54773	132
54801	134
54805	2
54806	72
54810	10
54812	27
54813	7
54814	28
54817	18
54819	7
54820	15
54821	15
54822	16
54824	1
54826	5

53121	180
53122	37
53125	15
53126	72
53127	2
53128	8
53129	121
53130	60
53132	230
53137	47
53138	2
53139	78
53140	179
53141	8
53142	140
53143	80
53144	200
53146	43
53147	93
53148	3
53149	154
53150	132
53151	192
53152	1
53153	11
53154	256
53156	41
53157	4
53158	51
53167	7
53168	44
53170	7
53171	6
53172	208
53177	108
53178	51
53179	8
53181	15
53182	260
53183	25
53184	41
53185	140
53186	231
53187	2
53188	276
53189	163
53190	607

53812	1
53813	202
53816	12
53817	2
53818	751
53820	36
53821	171
53825	11
53826	46
53827	4
53901	464
53901-	1
53910	23
53911	93
53913	480
53916	742
53919	77
53920	21
53922	44
53923	46
53924	24
53925	266
53926	19
53928	2
53929	106
53930	37
53931	8
53932	96
53933	118
53934	51
53935	5
53936	11
53937	15
53939	5
53940	16
53941	48
53942	2
53943	20
53944	52
53946	100
53947	3
53948	335
53949	203
53950	172
53951	54
53952	82
53953	3

54447	2
54448	11
54449	105
54451	34
54452	188
54454	6
54455	99
54456	38
54457	67
54459	7
54460	6
54462	3
54463	3
54465	5
54466	16
54467	281
54469	11
54470	6
54471	10
54473	39
54474	19
54475	13
54476	92
54479	16
54480	5
54481	813
54482	214
54484	16
54485	1
54486	12
54487	166
54489	8
54490	4
54491	8
54493	7
54494	228
54495	51
54498	6
54499	10
54501	283
54511	6
54512	17
54512-	1
54513	2
54514	13
54515	3
54519	3

54827	4
54828	1
54829	40
54830	10
54832	3
54835	2
54836	19
54837	5
54838	20
54840	15
54841	5
54842	3
54843	71
54844	1
54845	1
54846	5
54847	30
54848	41
54849	21
54850	16
54853	7
54854	10
54855	4
54856	7
54857	2
54858	3
54859	15
54861	1
54862	1
54864	17
54865	3
54867	3
54868	116
54870	23
54871	43
54872	11
54873	51
54874	51
54875	8
54876	13
54880	342
54888	30
54889	8
54890	2
54891	61
54893	24
54895	7

53191	16
53195	2
53201	12
53202	431
53203	16
53204	58
53205	32
53206	77
53207	349
53208	193
53209	360
53210	149
53211	1426
53212	354
53213	241
53214	163
53215	108
53216	190
53217	581
53218	189
53219	174
53220	138
53221	173
53222	222
53223	231
53224	111
53225	102
53226	145
53227	113
53228	95
53233	27
53234	2
53235	95
53401	3
53402	311
53403	252
53404	91
53405	293
53406	311
53408	13
53502	107
53503	87
53504	57
53505	3
53506	33
53507	121
53508	346

53954	257
53955	298
53956	104
53959	206
53960	129
53961	12
53962	1
53963	673
53964	116
53965	197
53968	60
53969	11
54001	20
54002	38
54003	11
54004	4
54005	8
54007	7
54009	3
54011	30
54013	15
54014	4
54015	21
54016	167
54017	57
54020	8
54021	17
54022	512
54023	21
54024	8
54025	15
54026	8
54027	8
54028	12
54082	3
54101	17
54104	2
54106	28
54107	14
54110	16
54111	15
54112	8
54113	29
54114	34
54115	348
54119	1
54120	1

54520	16
54521	51
54524	5
54526	7
54527	5
54529	23
54530	8
54531	19
54534	13
54536	1
54537	1
54538	11
54539	22
54540	8
54541	9
54542	1
54545	8
54546	15
54547	21
54548	51
54550	5
54552	37
54554	4
54555	36
54556	8
54557	13
54558	25
54559	2
54560	9
54562	15
54563	2
54564	2
54566	3
54568	72
54601	1025
54602	15
54603	155
54610	22
54611	29
54612	55
54613	19
54614	38
54615	198
54616	60
54618	54
54619	18
54621	8

54896	14
54901	1116
54902	662
54903	11
54904	720
54909	49
54911	208
54912	5
54913	145
54914	219
54915	321
54921	16
54922	8
54923	129
54926	1
54927	16
54928	2
54929	45
54930	9
54931	1
54932	23
54933	1
54935	683
54936	8
54937	350
54940	49
54941	34
54942	74
54943	25
54944	46
54945	49
54946	14
54947	30
54948	1
54949	48
54950	8
54952	201
54956	507
54957	4
54960	60
54961	102
54962	21
54963	168
54964	27
54965	25
54966	26
54967	14

53510	45
53511	236
53515	186
53516	81
53517	82
53518	49
53520	108
53521	271
53522	37
53523	241
53525	32
53526	21
53527	771
53528	391
53529	101
53530	264

54121	13
54123	3
54124	14
54125	4
54126	22
54128	16
54129	18
54130	272
54135	6
54136	47
54137	4
54138	11
54139	19
54140	81
54141	14
54143	136

54622	6
54623	30
54624	16
54625	3
54626	33
54627	48
54628	26
54629	4
54630	45
54631	40
54632	16
54634	71
54635	26
54636	230
54637	4
54638	27

54968	70
54969	1
54970	63
54971	151
54974	37
54976	1
54977	26
54979	36
54980	2
54981	529
54982	166
54982-	1
54983	77
54984	82
54985	11
54986	116

ATTACHMENT A PROPOSER'S CHECKLIST

Proposer: _____

Instructions: This form shall be completed by marking the check boxes shown below. By marking these boxes you are acknowledging compliance with these items. Omission of any of the below may be cause for rejection of the firm's Proposal. Please sign the appropriate forms when submitting the firm's Proposal.

Request for Proposal (DOA-3261)	<input type="checkbox"/> Have read, completed, and signed.
Vendor Information (DOA-3477)	<input type="checkbox"/> Have read, completed, and signed.
Vendor References (DOA-3478)	<input type="checkbox"/> Have read, completed, and signed.
Standard Terms and Conditions (DOA-3054)	<input type="checkbox"/> Have read and understand.
Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681)	<input type="checkbox"/> Have read and understand.
Designation of Confidential and Proprietary Information (DOA-3027)	<input type="checkbox"/> Have complied with all requirements
Preparing and Submitting a Proposal RFP Section 2	<input type="checkbox"/> Have complied with all requirements.
Proposal Section and Award Process RFP Section 3	<input type="checkbox"/> Have read and understand.
Attachment B: Mandatory Vendor Qualifications	<input type="checkbox"/> Have complied with all requirements.
General Questionnaire RFP Section 6	<input type="checkbox"/> Have complied with all requirements.
Technical Questionnaire RFP Section 7	<input type="checkbox"/> Have complied with all requirements.
Cost RFP Section 8	<input type="checkbox"/> Have complied with all requirements.
Contractual Terms and Conditions RFP Section 9	<input type="checkbox"/> Have read and understand.
Attachment C: Cost Sheet	<input type="checkbox"/> Have read, completed, and signed.
Appendix B: Business Associate Agreement	<input type="checkbox"/> Have read and understand.

Authorized Printed Name

Authorized Signature

Date

ATTACHMENT B MANDATORY VENDOR QUALIFICATIONS

Proposer: _____

The following requirements are Mandatory and must be met by all Vendors submitting Proposals. Failure to comply with one or more of the Mandatory requirements may disqualify the Proposal. However, if you disagree with any of the statements below, ETF may consider the firm's Proposal only if the issue is addressed in Proposal Tab 3 – Assumptions and Exceptions.

The Proposer **must** respond. ETF reserves the right to clarify a requirement with a blank response or a response that has checked both "AGREE" and "DISAGREE" within the same section.

Sec.	Qualification	Check One	
		AGREE	DISAGREE
4.1	Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States. The inability to perform all services in the United States shall be grounds for disqualifying the firm's Proposal for this Contract.		
4.2	Proposer shall agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, etc.) shall remain the property of ETF.		
4.3	The firm has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin.		
4.4	The firm has not been suspended or debarred from performing Federal or State government work.		
4.5	During the past five (5) years, the firm has not been involved with any litigation alleging breach of contract, fraud, breach of fiduciary duty or other willful or negligent misconduct. Or during the past five (5) years, the firm has not been in bankruptcy or receivership. If a response of "DISAGREE", provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against the firm.		
4.6	Proposer acknowledges that Section 5, Program Background and Requirements, can be met as listed in the RFP document.		
4.7	The firm must have a Lead Account Manager and a backup Account Manager assigned to the State of Wisconsin for the life of the Contract.		
4.8	A representative trained in the State of Wisconsin dental benefit program must be available to attend State of Wisconsin benefit fairs, and provide in-person visits and training for employers and employees in Wisconsin.		
4.9	Proposer must be able to formally support appeals and other requirements of ETF as described in the links in Table 8 and		

	meet the Wisconsin Office of the Commissioner of Insurance's (OCI) complaints and appeals requirements.		
4.10	Proposer must be able to accept electronic and manual (paper) claims.		
4.11	Proposer must be able to customize communications for the State of Wisconsin and local government program participants.		
4.12	Proposer must have experience working with self-insured plans of over 50,000 participants.		

Authorized Printed Name

Authorized Signature

Date

ATTACHMENT C COST PROPOSAL

COST PROPOSAL

The Proposer must adhere to the format and instructions set forth below; failure to do so may result in disqualification.

Cost Proposal general instructions:

- See the Microsoft Excel template for detailed Cost Proposal – Attachment C.
- Only dollar and number values will be accepted on the Cost Proposal. Any description other than a dollar or number value such as, but not limited to; “no cost”, “included”, “see below”, “-”, “n/a”, etc. will not be accepted. A cost value of \$0.00 shall indicate the deliverable is no cost to ETF.
- Complete each cell as identified in the Cost Proposal template.
- If a cost is not provided in a cell, it will indicate the Vendor does not provide the specific service.

ATTACHMENT D FINANCIAL COMPLIANCE

FINANCIAL COMPLIANCE

The Proposer must adhere to the format and instructions set forth below; failure to do so may result in disqualification.

Financial Compliance general instructions:

- See the Microsoft Excel template for detailed Financial Compliance – Attachment D.
- Follow the instructions provided on the worksheet tab D-1 Financial Instructions.
- Provide worksheet tab D-2 and D-3 per the proposal instructions listed in Section 2.4.