

Request for Proposals for the State of Wisconsin

ETJ0045

Third Party Administration of the State of Wisconsin Employee Trust Funds Uniform Dental Benefit



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

Release Date: April 15, 2020

Questions, Letter of Intent, Form I all Due: **June 22, 2020**

Proposals Due: **October 1, 2020 by 2:00 p.m. CDT**

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1 GENERAL INFORMATION

1.1 INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit proposals from interested and qualified vendors that possess the resources and expertise to administer the State of Wisconsin Uniform Dental Benefit Program (Program). Proposals from brokers will not be considered.

The State of Wisconsin Department of Employee Trust Funds (Department) intends to use the results of this solicitation to award a Contract for the administration of the Program. The Contract will be administered and managed by the Department, with oversight by the State of Wisconsin Group Insurance Board (Board). This RFP document, its appendices and forms, addendums, and the awarded Proposal will be incorporated into the Contract.

1.2 PROGRAM OVERVIEW - BACKGROUND INFORMATION

The Department is overseen by the Group Insurance Board created and regulated under Chapter 40 of the Wisconsin State Statutes.

The Program offers uniform dental benefit insurance to current and retired State Employees and Employees of participating local public employers. All public Employers in the State are eligible to participate.

State Employees and local government Employees participation in the Program began in 2016. Approximately 56 separate State agencies, including the University of Wisconsin System, UW Hospitals and Clinics, and 381 local Employers currently participate in the Program. As of January 6, 2020, the Program insured approximately 197,485 State Employees, 6,492 local governmental Employees, and 6,069 Retirees.

The Program is currently administered by Delta Dental of Wisconsin, Inc. The current contract and other information can be found on the Department’s website at <https://etfonline.wi.gov/etf/internet/RFP/DentalBenefits/index.html>

1.3 ADDITIONAL BACKGROUND INFORMATION

Appendix 3 – Uniform Dental Benefit Program Overview provides additional background information on the Program. Table 1 below provides links to additional resources. This information is provided to assist Proposers in completing an RFP response.

Table 1. Resources

Title	Web Address
Employee Trust Funds Website	http://etf.wi.gov
RFP ETJ0045	https://etf.wi.gov/procurement
Wis. Admin. Code Chapter 11 Appeals	http://docs.legis.wisconsin.gov/code/admin_code/etf/11
Wis. State Statutes Chapter 40	http://www.legis.state.wi.us/statutes/Stat0040.pdf

Health Insurance eligibility rules for State employers (Chapter 3)	https://etf.wi.gov/publications/et1118/direct
Uniform Dental Benefit Fact Sheet	https://etf.wi.gov/publications/et8948/direct

1.4 PROCURING AND CONTRACTING AGENCY

This RFP is issued by the Department on behalf of the Board. The Department is the sole point of contact for the State in the selection process. The terms “State,” “ETF,” and “Department” may be used interchangeably in this RFP and its attachments.

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

Joanne Klaas
RFP ETJ0045
Telephone: 608-261-7247
E-mail: ETFSMBProcurement@etf.wi.gov

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

1.5 DEFINITIONS AND ACRONYMS

Words and terms shall be given their ordinary and usual meanings. Words and terms not defined below shall have the meanings provided by Wis. Stat. § 40.02 and Wis. Admin. Code § 10.01 unless otherwise clearly and unambiguously defined by the context of their usage in this RFP. Where capitalized in this 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 neutral forms of the words and terms.

Active Employee or Active means a full or part-time Employee whose Employer participates in the Program.

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

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

Confidential Information means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information; (ii) Personally Identifiable Information under Wis. Stat. § 19.62(5); (iii) Protected Health Information under HIPAA, 45 CFR 160.103; (iv) proprietary information; (v) non-public information related to the State of Wisconsin’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (vi) information expressly designated as confidential in writing by the State of Wisconsin; (vii) all information that is restricted or prohibited from disclosure by State or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis.

Admin. Code ETF 10.70(1) and 10.01(3m); or (viii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36 (5) or material which can be kept confidential under the Wisconsin public records law.

Contract means the written agreement resulting from the successful Proposal and subsequent negotiations that shall incorporate, among other things, this RFP and all Appendices and Forms, the successful Proposer's Proposal as accepted by the Department, an updated and executed Appendix 1 – Pro Forma Contract, its exhibits, subsequent amendments and other documents as agreed upon by the Department and the Contractor.

Contractor means a Proposer who is awarded a Contract.

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

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

Dependent means children, including natural children, stepchildren, adopted children, legal wards, and children in adoptive placement under Wis. Stat. § 48.837(1). Children from live birth (stillborn and unborn children are not eligible) to the attainment of age 26 are eligible for insurance coverage under the Program. A child who is age 26 or older is also eligible if he or she is incapable of self-support because of a physical or mental disability, which is expected to be of a long-continued and indefinite duration.

Employee means an eligible employee of the State of Wisconsin as defined under [Wis. Stat. § 40.02 \(25\) \(a\), 1., 2., or \(b\), 1m., 2., 2g., or 8](#). As used herein, a State Employee is an Employee of a State Employer and a local government Employee is an Employee of a local government.

Employer means the State, including each State agency, any county, city, village, town, school district, other governmental unit or instrumentality of two or more units of government as defined in [Wis. Stat. § 40.02 \(28\)](#).

GHIP means the State of Wisconsin Group Health Insurance Program.

HDHP means High Deductible Health Plan.

HIPAA means the Health Insurance Portability and Accountability Act of 1996. See Appendix 2 – Department Terms and Conditions.

Individual Personal Information or **IPi** has the meaning ascribed to it at Wis. Admin. Code ETF § 10.70 (1). See Appendix 2 – Department Terms and Conditions.

It's Your Choice Open Enrollment or **IYC** means the four week enrollment period usually in and around October for active employees and retirees to make changes to, add, or terminate any health benefit related policy for the upcoming year. The changes made during this time are then active on following January 1. New employees hired at any point during the year get a 30 day IYC period to make health benefit choices including dental.

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

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

Member an active employee or retiree who is eligible for benefits through the Department.

Network means the dentists and dental related providers that accept the proposed dental benefit.

Participant(s) means the Employee, the Employee's spouse or any of the Employee's Dependent(s) who have been specified by the Department for enrollment in the Program and are entitled to participate in the Program.

Payroll Center means the benefits department of a participating State agency that is responsible for completing business processes associated with Program enrollment and changes, payroll deductions, leave benefit administration, and terminations. See Appendix 4 – Employer Overview.

Personally Identifiable Information or **PII** means information that is capable of identifying a particular individual through one or more identifiers or other information or circumstances. See Appendix 2 – Department Terms and Conditions.

Policy Year means the period of time from one policy anniversary date to the next policy anniversary date.

Program means the State of Wisconsin Uniform Dental Insurance Program created and regulated under Chapter 40 of the Wisconsin State Statutes.

Program Agreement means the specific agreement that describes the Uniform Dental Benefit Program offered to eligible Employees. See Appendix 5 – Program Agreement.

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

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

Protected Health Information or **PHI** has the meaning ascribed to it under 45 CFR 160.103. See Appendix 2 – Department Terms and Conditions.

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

Retiree means a State or local WRS participant who is retired and receives an annuity or lump sum benefit from the Wisconsin Retirement System. See [Wis. Stat. § 40.02 \(49\)](#).

RFP means this Request for Proposals ETJ0045.

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

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

Uniform Dental Benefit or UDB means the dental plan that Active State Employees, Retirees, and local Employees who elect medical coverage through the Wisconsin Group Health Insurance Program are eligible.

WRS means the Wisconsin Retirement System.

1.6 CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS

Proposers must submit all questions concerning this RFP via email (no phone calls) to ETFSMBProcurement@etf.wi.gov. The subject of the email must state "**ETJ0045**" and the email must be received on or before the date identified in Section 1.9 Calendar of Events, *Proposer*

Questions and Letter of Intent Due Date. Proposers are expected to raise any questions they have concerning this RFP at this point in the process. Do not include any information within your questions that would identify your company as all submitted questions will be shared with all vendors who submit questions.

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

Questions must be submitted as a Microsoft Word document (not a .pdf or scanned image) using the format specified below:

Table 2. Format for Submission of Clarification Questions

Q #	RFP Section	RFP Page	Question/Rationale	Department Answer
Q1				
Q2				
Q3				
Q4				

Q = Proposer’s question

Proposer’s email must include the name of the Proposer’s company and the person submitting the question(s). A compilation of all questions and answers, along with any RFP updates, will be posted to the Department website at <https://etf.wi.gov/vendors-and-third-party-administrators> on or about the date indicated in Section 1.9 Calendar of Events, *Department Posts Responses to Proposer Questions*.

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the individual identified in Section 1.4 Procuring and Contracting Agency, 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 the Department’s website listed above and will not be mailed. Electronic versions of this RFP and its attachments are available on the Department website.

1.7 PROPOSER CONFERENCE

No Proposer conference is scheduled for this RFP. If the Department decides to hold a Proposer conference, a notice will be posted on the Department’s website at <https://etf.wi.gov/procurement>.

1.8 REASONABLE ACCOMMODATIONS

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

1.9 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 posting an addendum to this RFP on the Department's website. No other formal notification will be issued for changes in the estimated dates.

Table 3. Calendar of Events*

Date	Event
April 15, 2020	Department Issues RFP
June 22, 2020	Proposer Questions, Letter of Intent, and Form I – SFTP Access Request Due
July 2020	Department Posts Responses to Proposer Questions
Thursday, October 1, 2020 by 2:00 PM Central Daylight Time (CDT)	Proposal Due Date
November 30 – December 4, 2020	Proposer Demonstrations to RFP Evaluation Team
February 17, 2021	Group Insurance Board meeting including Finalist Proposer Demonstrations to the Board
April 2021	Execute Contract
April - December 2021	Begin implementation and transition process
January 1, 2022	Dental benefits under new contract begin

***All dates are estimated except for Proposer due dates for: Proposer Questions, Letter of Intent, Form I – SFTP Access Request, and Proposals.**

1.10 CONTRACT TERM

The Department expects the Contract to be executed in April 2021, after Contract negotiations have been successfully completed. The initial Contract term will be approximately five (5) years, beginning on the date the Contract is executed by all parties thereto and continuing, unless earlier terminated, until December 31, 2026. The Board retains the option to renew the Contract for two (2) additional two (2)-year terms.

Note: The 2022 benefit period will begin January 1, 2022. The Contractor will assist the Department with the implementation, transition, and member communication involved with any program structure changes prior to the start of the 2022 benefit period.

1.11 LETTER OF INTENT

A letter of intent indicating that a Proposer intends to submit a response to this RFP is *highly encouraged* (See Section 1.9 Calendar of Events). In the letter, identify the Proposer's

organization/company name, list the name, location, telephone number, and email address of one or more persons authorized to act on the Proposer's behalf. Submit the letter of intent via email to ETFSMBProcurement@etf.wi.gov. The RFP number and title must be referenced in the subject line of Proposer's email. The letter of intent does not obligate the Proposer to submit a Proposal.

1.12 NO OBLIGATION TO CONTRACT

The Board reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award a Contract. 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.

1.13 WI DEPARTMENT OF ADMINISTRATION eSUPPLIER REGISTRATION

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

For more information on the eSupplier Portal, go to:

https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_BIDDER

1.14 RETENTION OF RIGHTS

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

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 GENERAL INSTRUCTIONS

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

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

Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are neither necessary nor desired. Marketing or promotional materials should only be provided where specifically requested. If providing such materials, please indicate which question the materials apply to.

All Proposals must be in English.

2.2 INCURRING COSTS

The State of Wisconsin and the Department are not liable for any costs incurred by Proposers in replying to this RFP, making requested oral presentations, or demonstrations.

2.3 SUBMITTING THE PROPOSAL

2.3.1 Proposal Submission to Department's secure file transfer protocol (SFTP) site

Proposer must submit the following, including all required materials as specified herein:

- A completed Form I – SFTP Access Request Form to ETFSMBProcurement@etf.wi.gov by the due date indicated in RFP Section 1.9 Calendar of Events.

Note: The Department will provide instructions for Proposal file submission after receipt of Form I – SFTP Access Request.

- All Proposer files, submitted no later than the Proposal Due Date and Time, as defined in RFP Section 1.9 Calendar of Events, to the Department's SFTP server.
- Proposer's submission shall include three (3) file folders:
 - Folder 1 containing all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). OCR is the conversion of all images typed, handwritten or printed text into machine-encoded text. The file folder must be labeled "**[Proposer Name] PROPOSAL.**" Do not include the Cost Proposal in this file folder.
 - Folder 2 (only required if Proposer includes confidential or proprietary information within its Proposal) containing all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format **EXCLUDING or REDACTING** all confidential and proprietary information/documents. This folder must be labeled "**[Proposer Name] REDACTED PROPOSAL.**" This is the file that will be submitted to requestors for open records requests. Note that no matter what the method the Proposer uses to redact documents, the Department is not responsible for checking that the redactions match the Proposer's **FORM G – Designation of Confidential and Proprietary Information**. Proposers should be aware that the Department may need to electronically send the redacted materials to members of the public and other Proposers when responding appropriately to open records requests. The Department is not responsible for checking that redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy. The Department may post redacted Proposals on the Department's public website in exactly the same file format the Proposer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process. **Do not include the Cost Proposal in this folder.**
 - Redact only material the Proposer authored. For example, do not redact the requirement or question the Proposer is responding to, only the answer.
 - Do not redact page numbers. Page numbers should remain visible at all times, even if the whole page is being redacted.
 - Sign Form G – Designation of Confidential and Proprietary Information only once. Add as many lines/pages as necessary.

- Folder 3 containing FORM H – Cost Proposal Workbook labeled “[Proposer Name] **COST PROPOSAL.**” **Note:** costs provided in Proposer’s Cost Proposal shall NOT be redacted for confidentiality.

IMPORTANT:

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

2.3.2 Proposal Due Date and Time

Proposals posted to the Department’s SFTP site after the date and time specified in Section 1.9 Calendar of Events will not be accepted and will be disqualified. All required parts of the Proposal must be submitted by the specified due date and time; if any portion of the Proposal is submitted late, the entire Proposal will be disqualified. Proposers may request, via an email to the address listed in Section 1.4, the time and date their Proposal was posted to the Department’s SFTP site.

2.4 PROPOSAL ORGANIZATION AND FORMAT

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

2.4.1 Format Requirements

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

FRONT COVER Front Cover Requirements

Include at a minimum the following information:

- Proposer’s company name;
- Title of the following: *Proposal Response for the Wisconsin Department of Employee Trust Funds;*
- RFP ETJ0045; and,
- Proposal submission date.

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Table of Contents Requirements

Include at a minimum the following information:

- Listing of each Proposal TAB number;
- Listing of each Proposal TAB description; and,
- Listing of each Proposal TAB page number.

TAB 1

General Information and Forms

Provide the following information and documents in the following order:

- TRANSMITTAL LETTER: A signed transmittal letter must accompany the Proposal. The transmittal letter must be written on the Proposer's official business stationery and signed by an official that is authorized to legally bind the Proposer. Include in the letter:
 - I. Name and address of company;
 - II. Name, title and signature of Proposer's authorized representative;
 - III. Name, title, telephone number and email address of representatives who may be contacted by the Department if questions arise regarding the Proposal;
 - IV. RFP ETJ0045; and,
 - V. Executive Summary
- FORM A – Proposal Checklist
- FORM B – Mandatory Proposer Qualifications
- FORM C – Subcontractor Information
- FORM D – Request for Proposal Signature Page
- FORM E – Vendor Information
- FORM F – Vendor References
- FORM G – Designation of Confidential and Proprietary Information
- Current Form W-9 Request for Taxpayer Identification Number and Certification (from the Department of the Treasury, Internal Revenue Service: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

NOTE: FORM H – Cost Proposal Workbook must be submitted as stated in Section 2.3 above. Also see Section 8 below.

TAB 2

Response to Section 5 – Program Specifications, Section 6 – General Questionnaire and Section 7 – Technical Questionnaire

Per Section 5, Proposer must include an attestation in its Proposal indicating that Proposer is able to provide all of the benefits and services described in Appendix 5 – Program Agreement, and that if awarded the Contract will provide such benefits and services.

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 listed in the RFP.

Include the documents requested in Sections 6 and 7 (e.g. account manager resumes, etc.) at the end of the section in your Proposal that corresponds to the Section in the RFP in which the document is requested. Label the document provided with the section number it applies to.

TAB 3

Assumptions and Exceptions

If the Proposer has no assumptions or exceptions to any RFP term, condition, appendix, or form, provide a statement in Tab 3 of the Proposal to that effect.

If the Proposer has assumptions and/or exceptions to any RFP term, condition, appendix, or form, follow the instructions below.

2.4.2 Instructions for Submitting Assumptions and Exceptions

- Regardless of any proposed assumption or exception, the Proposal as presented must include all Services requested.
- If the Proposer cannot agree to a Department Term or Condition in Appendix 2 as written, which is not listed below in Table 4 “No Assumptions or Exceptions Allowed to the following Department Terms and Conditions”, 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. Any new text and deletions of original text must be clearly color coded or highlighted, 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 or rationale 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:*].”
- All provisions on which no changes are noted shall be assumed to be accepted by the Proposer as written and shall not be subject to further negotiation or change of any kind unless otherwise proposed by the Department.
- Submission of any standard Proposer contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Proposal. An objection to terms or conditions without including proposed alternative language will be deemed to be an acceptance of the language as applicable.
- The Department reserves the right to negotiate contractual terms and conditions when it is in the best interest of the State of Wisconsin to do so.
- Exceptions to any RFP terms and conditions may be considered by the Department during Contract negotiations if it is beneficial to the Department.
- The Department may or may not consider any of the Proposer’s suggested revisions. The Department reserves the right to reject any proposed assumptions or exceptions.
- Clearly label each assumption and exception with one of the following labels, as applicable:
 - Department Terms and Conditions Assumptions and Exceptions
 - RFP/Appendices (Excluding Section 8) Assumptions and Exception
 - Cost Proposal Assumptions and Exceptions

2.4.3 Supplemental Information – IMPORTANT – Department Terms and Conditions

The Department will not allow any assumptions or exceptions by the Proposer to any of the items listed in Table 4 below. Any Proposal with an assumption or exception to any of the items listed in Table 4 will be rejected unless the Proposer recants each such assumption or exception in writing.

**Table 4 - No Assumptions or Exceptions Allowed
Department Terms and Conditions**

Ref. No.	Document	Item/Section
1	Appendix 2	3.0 Legal Relations
2	Appendix 2	13.0 Contract Dispute Resolution
3	Appendix 2	14.0 Controlling Law
4	Appendix 2	16.0 Termination of the Contract
5	Appendix 2	17.0 Termination for Cause
6	Appendix 2	18.0 Remedies of the Department
7	Appendix 2	22.0 Confidential Information and HIPAA Business Associate Agreement*
8	Appendix 2	23.0 Indemnification
9	Appendix 2	39.0 Assignment

*Section 22.0 of the Department Terms and Conditions (Appendix 2) acts as the Department's Business Associate Agreement (BAA). The BAA ensures compliance with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards on the confidentiality of personal information.

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 1.9 Calendar of Events, for the Proposal Due Date or upon expiration of three (3) Calendar Days after the Proposal Due Date and time, if received by the Department. To accomplish this, the written request must be signed by an authorized representative of the Proposer's company and submitted to the contact listed in Section 1.4 Procuring and Contracting Agency. If a previously

submitted Proposal is withdrawn before the Proposal Due Date, the Proposer may submit another Proposal at any time up to the Proposal Due Date and time.

3 PROPOSAL SELECTION AND AWARD PROCESS

3.1 PRELIMINARY EVALUATION

Proposals will initially be reviewed to determine if Mandatory Proposer Qualifications are met, to the extent the Department can make that determination, and if all required Proposal components are received. Failure to:

- submit a complete Proposal following the instructions for completing the Proposal specified in this RFP, or
- meet the Mandatory Proposer Qualifications as stated in FORM B, or
- provide a complete response to Form H – Cost Proposal Workbook

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

3.2 CLARIFICATION PROCESS

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

3.3 PROPOSAL SCORING

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

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

The evaluation committee's scoring will be tabulated, and Proposals will be ranked based on the numerical scores received.

The evaluation committee reserves the right to stop reviewing a Proposal at any point during the evaluation process when they are not reasonably apt to receive an award and 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 specified herein in an efficient, cost-effective manner, taking into account quality of services proposed. Proposals will be scored using the following criteria:

Table 5. Evaluation Criteria

Evaluation Criteria			
RFP Section	Description	Total Points	%
6	General Questionnaire	300	30%
7	Technical Questionnaire	500	50%
8	Cost Proposal	200	20%
	Total	1,000	100%
Top Proposers	Description	Total Points	%
	Proposer Demonstrations	500	

*Proposer presentation or demonstration scores will be added to the final Proposal score.

3.5 METHOD TO SCORE COST PROPOSALS

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

3.6 ORAL PRESENTATIONS, DEMONSTRATIONS, AND/OR SITE VISITS

Presentations/Demonstrations will be scored. (500 total points)

The top scoring Proposers, based on the evaluation of their written Proposal in the general and technical questions of the RFP (Section 6 and 7), may be required to participate in oral presentations or demonstrations, interviews and/or site visits to supplement the Proposals, if requested by the Department. This may include presentations to supplement or clarify information in the Proposal or demonstrations of Proposer's key tools and reporting capabilities, interviews with key Department staff, evaluation committee members, and Board members.

The Department will make every reasonable attempt to schedule each oral presentation or demonstration at a time that is agreeable to the Proposer. Presentations may be held in Madison, Wisconsin or by Skype/teleconference. 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 the Department to contact or arrange a visit with any or all of the Proposer's clients, Subcontractors, and/or references.

3.7 BEST AND FINAL OFFER (BAFO)

The Department reserves the right to solicit one or more BAFO(s) and conduct Proposer discussions, request more competitive pricing, clarify Proposals, and contact references with the finalists, should it be in the State's best interest to do so. The Department 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, and a timeline with due date for submission. Any BAFO responses received by the Department after the stated due date may not be accepted. Proposers that are asked to submit a BAFO may refuse to do so by submitting a written response, indicating their Cost Proposal remains as originally submitted. Refusing to submit a BAFO will not disqualify the Proposer from further consideration.

3.8 CONTRACT AWARD

The evaluation committee may conduct Proposer discussions, clarify Proposals, contact the references of Proposers, and request BAFOs from Proposers. Information regarding the Proposals will be presented to the Board. One or more Proposals may be presented to the Board for award based on the results of the general, technical and initial cost evaluations. If the evaluation committee conducted oral presentations or demonstrations, the award will be based on the results of the presentations or demonstrations as well. The Proposal(s) determined to best meet the goals of the State's benefits program may be selected by the Board for further action, including oral presentations or demonstrations to the Board.

The Board reserves the right not to award a Contract. If contract negotiations cannot be concluded successfully with the selected Proposer(s), the Board may negotiate a Contract with another Proposer.

3.9 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

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

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

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 a Contract as a result of this RFP. All decisions and actions under this RFP are solely under the authority of the Board.

3.11 APPEALS PROCESS

Appeals of the Board's intent to award a contract must be made in writing and according to the Board's Policy for Vendor Procurement Appeals located at <http://etf.wi.gov/boards/gov-manual-gib/vendor.pdf>. A vendor who wants to appeal the award must first send a written notice indicating that the vendor wants to appeal the award decision and submit it by email to ETFMBProcurement@etf.wi.gov no later than five (5) Business Days after the notice of intent to award is issued.

A written notice of intent to appeal, and a formal written appeal, must be emailed to;

ETFSMBProcurement@etf.wi.gov

Subject line: [Notice of Appeal] or [Appeal] ETJ0045 Dental RFP

Both the notice of appeal and the formal written appeal should be addressed to:

Group Insurance Board
c/o Robert J. Conlin, Secretary

Following the notice of intent to appeal, the formal written appeal must be submitted as above, to the Group Insurance Board, c/o Robert J. Conlin, Secretary to ETFSMBProcurement@etf.wi.gov within ten (10) Business Days after the notice of intent to award the contract is issued. Appeal rights are lost if no formal appeal is timely received. The formal appeal must state the RFP number, detailed factual grounds for the objection to the Contract award and must identify any sections of the Wisconsin Statutes and Wisconsin Administrative Code that are alleged to have been violated. The vendor can appeal only once per award.

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

4 MANDATORY PROPOSER QUALIFICATIONS

This section is pass/fail. (0 points)

Use FORM B – Mandatory Proposer Qualifications to respond.

The requirements in FORM B are Mandatory for any Proposer who submits a Proposal. Failure to comply with one or more of the Mandatory qualifications may disqualify the Proposer. A response to each item in FORM B – Mandatory Proposer Qualifications is Mandatory.

If the Proposer cannot agree to each item listed in FORM B, the Proposer must so specify and provide the reason for the disagreement in Tab 3 – Assumptions and Exceptions, of the Proposer’s response (see Section 2.4.2 above).

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

5 PROGRAM SPECIFICATIONS AND REQUIREMENTS

This section is pass/fail. (0 points)

The specifications in Appendix 5 – Program Agreement contain the minimum requirements that the Contractor shall meet. If the Proposer cannot agree to each item or term listed in these documents, the Proposer must so specify and provide the reason for the disagreement in Tab 3 – Assumptions and Exceptions, of Proposer’s response (see section 2.4.2 above).

Proposer must include an attestation in its Proposal indicating Proposer is able to, and will, if awarded the Contract, provide all of the benefits and services described in Appendix 5 – Program Agreement.

6 GENERAL QUESTIONNAIRE

This section is scored. (300 total points)

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

All Proposers must respond to the questions/requirements in this section 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 Proposal Organization and Format.

The Proposer must be able to perform Services according to the requirements contained in this RFP.

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

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

Fees related to any Services in the Proposal must be noted in FORM H - Cost Proposal Workbook only. Do not include cost/pricing information in any other section of the Proposal.

6.1 COMPANY INFORMATION

6.1.1 Provide a description of your organization, including:

- a. Legal name of the company
- b. Mailing address
- c. State in which the company is domiciled
- d. Primary line(s) of business
- e. Number of employees
- f. Address of the following: your organization headquarters, customer service, claims processing, IT support, implementation team and other key staff

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

- a. Attach an organizational chart showing principal officers, directors, managers and staff members who will be associated with providing services related to this RFP.
- b. What year was your organization established?
- c. Is your organization a subsidiary or affiliate of another company? If yes, name the affiliate or parent company.
- d. Provide full disclosure of any direct or indirect ownership or control by any administrative service agency and/or financial institution and describe the relationship fully.

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

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

6.1.5 Provide your license number and proof of license/authorization to provide dental insurance in the State of Wisconsin. Proposals from brokers will not be considered.

6.2 ORGANIZATION CAPABILITIES

6.2.1 Indicate the number of public sector groups in your organization's corporate book of business with dental insurance, by group size:

Table 6 – Group Size

Group Size	Number of Groups of this Size in your Organization's Book of Business
0-5,000	
5,001 to 50,000	
50,001 to 100,000	
100,001 or more	

6.2.2 Provide a list of your five (5) largest public sector clients for which your organization currently provides dental insurance (do not include the State of Wisconsin).

- a. Client's name
- b. Client's number of employees
- c. Client's total enrollment (members + dependents) in your dental insurance plan
- d. The number of years your organization has provided dental insurance to the client

6.2.3 The RFP evaluation committee may contact the references of selected Proposers to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. At least one reference should be an entity with enrollment of at least 10,000 employees for whom your organization provides services like those described in this RFP. Use FORM F – Vendor References to provide references. The results of the reference checks will be used to inform evaluation committee members about the Proposer's past performance and ability to perform the Services.

6.2.4 Within the last five (5) years, has your organization been removed or replaced as the dental insurance provider of a state or other public group dental insurance plan with 10,000 or more employees? If yes, list all such removals/replacements and explain the circumstances.

6.2.5 Provide the following information on the specific areas listed below that will be serving the State of Wisconsin.

	Geographical Location(s)	Hours of Operation (CT)	Is this service outsourced? Yes or No?	If outsourced, provide the name of the company to which the service is outsourced.
Member Service Center				
Claims Administration Office				
Account Management Office				
Other (specify function area)				

6.3 STAFF QUALIFICATIONS

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

- a. The skills and attributes that will ensure that the requirements of the Contract are met
- b. Information about their professional qualifications, including length of tenure with your organization and number of years in the insurance industry
- c. A detailed description of the types of large and/or complex employer groups similar to the State of Wisconsin that the Account Manager has been, or currently is, managing
- d. The number of other accounts and size which the Account Manager will oversee when also assigned to manage the State of Wisconsin Program

6.3.2 Provide a list of key staff who will assist in fulfilling the requirements of the Contract. Include the following for each individual listed:

- a. Name, job title, and location (city, state)
- b. Primary job responsibilities
- c. Years of related experience
- d. Areas of specialization
- e. Include an organizational chart that shows the reporting structure for key staff

6.3.3 Provide a statement as to whether or not the Services to be performed by your organization can be performed using only present staff and computer equipment, software, technology or if additional resources will be needed.

7 TECHNICAL QUESTIONNAIRE

This section is scored. (500 total points)

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

All Proposers must respond to the questions/requirements by restating each question or statement and providing a detailed written response that reflects the Proposers understanding of the stated requirements. Instructions for formatting the written responses to this section are found in Section 2.4 Proposal Organization and Format.

The Proposer must be able to perform the Services according to the requirements contained in this RFP. The Proposer must describe the procedures it will use to ensure the requirement will be met. The Proposer must describe its current operating environment and experience in providing the required services.

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

The Proposer must provide sufficient detail for the Board and the Department to understand how the Proposer will comply with each requirement. If the Proposer believes their qualifications go beyond the minimum requirements or add value, the Proposer should indicate those capabilities in each section.

Fees related to any Services in the Proposal must be noted in FORM H - Cost Proposal Workbook only. Do not include cost/pricing information in any other section of the Proposal.

Proposals must be based on the current Program design. Proposers may include alternatives to the current Program design, procedures, reporting, etc. for discussion purposes and such alternatives may be discussed during Contract negotiations if such alternatives are of interest to the Department. Scoring will be based on the quality of the Proposer's approach and the ability of the Proposer to meet the needs of the Program.

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

- a. a copy of their organization's SOC 1 Type 2 Report. See Section 6 – Audit Provisions of Appendix 2-Department Terms and Conditions for details
- b. a copy of their organization's audited financial statements for the two (2) most recent fiscal years including the audit opinion, balance sheet, statement of operations and notes to the financial statements
- c. information requested in Section 28.0(f)2 of Appendix 2 – Department Terms and Conditions

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

7.1 PROGRAM ADMINISTRATION

7.1.1 In each of the areas listed below (7.1.1.1 – 7.1.1.3), describe your company's:

- Current administrative procedures
- Past experience (include processing time when applicable)
- Current volume of transactions, and
- System(s) changes that will be necessary to administer the Program

7.1.1.1 Enrollment processing

- a. New enrollments
- b. Continuing enrollment when employee changes employer or retires

7.1.1.2 Claims processing

- a. Claims process from dentist to your organization
- b. Claims process from your organization to Department
- c. Claims process from member to your organization

7.1.1.3 Maintenance of plan records

- a. Individuals' enrollment, coverage, premium payment, claim records, and claims history
- b. Administrative expenses
- c. Tax records

7.1.2 Provide details of your experience servicing programs with multiple employers with a wide variety of payroll systems. Include a list of programs, similar to the Department's, with multiple employers and multiple payroll systems that are currently being serviced by your company.

7.2 CLAIMS PROCESSING

7.2.1 Describe the procedures and criteria used to authorize or reject claims.

7.2.2 Describe the procedures and criteria used to ensure claims are paid accurately and in compliance with the Program's plan design. Explain how it is monitored and updated.

7.2.3 Is your organization able to process claims electronically without manual intervention? If yes, describe your electronic claims system process.

7.2.4 Describe how your organization processes manual claims, that is, claims that require manual intervention by the Department or the organization. Provide the turn-around time for manual claims processing. If your organization does not process manual claims please indicate.

7.2.5 Describe the notice, if any, that is sent to a dental provider and/or subscriber for claims that require additional information before processing can continue. Provide the estimated delay time for processing these claims.

7.2.6 For network claims describe the methodology or standards used to determine how much of each billed dental service (by dental code) is accepted and the standard percentile level of Usual Customary and Reasonable (UCR) that is used to adjudicate network claims.

7.2.7 Describe quality and cost control procedures and system edits in place for controlling and tracking claims. Include your organization's processes for tracking and recovering overpayment of claims.

7.2.8 Describe the process in place to remedy any errors found in claims processing.

7.3 CUSTOMER SERVICE

7.3.1 Describe your organization's procedures regarding routing of telephone, email, fax, and US Mail inquiries and complaints from Employers, Active Employees, Retirees and the Department.

7.3.2 What is the normal turn-around time for each type of inquiry?

7.3.3 How many staff are assigned to respond to these inquires? What kind of customer service training has this staff received? How often is this training refreshed? Where is this staff located?

7.3.4 How do you propose to train staff on the specifics of the current Program? How will you train staff if there are changes to the Program?

7.3.5 What authority does your staff have to resolve problems?

7.3.6 Describe any customer service arrangements you would provide for the Program that are above and beyond those described in RFP Appendix 5 – Program Agreement.

7.3.7 Would your organization establish a Wisconsin based office? If not, where would Program administration, including claims processing, billing, and customer service be carried out? If you have or will establish a Wisconsin office which tasks will be performed there?

7.3.8 The Contractor must provide a toll-free telephone number for customer service for all

members, Employers, and the Department to handle claims or other service issues. Provide the address, hours of operation and number of staff who will answer these calls.

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

7.3.10 Indicate your organization’s intent to develop a website specifically for the State of Wisconsin plan.

7.3.11 Indicate which features will be available on the website your organization will develop specifically for the State of Wisconsin Program:

Member Can:	Yes	No
Securely access personal account information		
Print or request membership cards		
Download membership card		
Request pre-determination of benefits/pre-authorization		
Send a question by an encrypted email		
Access or request the complete Benefits of Coverage		
View an up-to-date dental provider list		
Search dental provider list by name of dental provider		
Search dental provider list by zip code		
Access dental benefits		
View personalized plan utilization information		
Verify copays and deductibles		

7.3.12 Explain how members’ dental account information will be accessible through the website your organization will develop specifically for the State of Wisconsin plan and whether the same level of information is easily attainable by members who may not have internet access.

7.4 MEMBERSHIP INFORMATION/BILLING SYSTEMS/ENROLLMENT SYSTEMS

7.4.1 Describe the membership/billing/enrollment system(s) that your organization currently uses to administer a large (over 100,000 participants), group dental insurance program.

7.4.2 How many transactions per year (enrollments, cancellations, changes) does your system handle?

7.4.3 Does the billing system also function as a membership information system? If not, how is the membership database coordinated with the billing system?

7.4.4 What changes, if any, do you propose to make to your membership information/billing system/enrollment system in order to meet the needs of the Program?

7.5 COMPUTER AND DATA PROCESSING FACILITIES, DATA POLICIES

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

7.5.2 Provide an overview of your organization's Incident Response Plan (IRP).

7.5.3 Provide a copy of your organizations most recent SOC 2/Type 2 report along with a Letter of Attestation indicating Contractor's receipt of management's assertion of control compliance from Contractor's subcontractors. If your organization does not have a SOC 2/Type 2 report, other alternatives are possible. See Section 28 of Appendix 2 – Department Terms and Conditions.

7.5.4 Provide a summary of the results of your organization's most recent vulnerability test. If the vulnerability test is included in your organization's SOC 2/Type 2 report, please so indicate.

7.5.5 Provide a summary of the results of your organization's most recent penetration test. If the penetration test is included in your organization's SOC 2/Type 2 report, please so indicate.

7.5.6 Provide confirmation that your organization conducts an annual security risk assessment in accordance with generally accepted principles.

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

7.5.8 Provide a summary of the policies or guidelines your organization has in place related to security/privacy (e.g. annual training, confidentiality agreement).

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

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

7.5.11 Describe in detail the measures you use to protect the security and privacy of program data, records, Participant information, and data processing operations. Include information about physical security measures used to control access to your organization's systems and internal controls that are in place to reduce loss that may occur through fraud, malice, negligence, incompetence, or system errors. Indicate whether emergency simulation testing is performed and how often. Include the results of the last simulation if applicable.

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

7.5.13 Has your organization had, or has your organization been involved with a business partner who had, a privacy breach or investigation? If so, provide a description.

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

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

7.5.16 Provide the number of unauthorized disclosures of personal information your organization has reported to the Office for Civil Rights (OCR) in the last four (4) years.

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

7.6 PROGRAM INFORMATION AND COMMUNICATION

This section must address the Services to be provided to participating Employers and the marketing of the Program to all Members. The marketing philosophy and approach used by the Contractor to market the plan must be approved by the Department. The Contractor may be asked to develop informational bulletins, brochures, or newsletters directed to Employers and Members containing information pertinent to the Program. The Department retains publishing rights and approval of all materials prior to distribution to Employers or Members.

7.6.1 Describe the approach that your organization will use to ensure all eligible Employers are aware of coverage in the Program.

7.6.2 Describe your plan for providing communications and education to participating Employers and Members outside of the yearly open enrollment period. If available, describe your capabilities for video conferencing or on-line interactive communication.

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

7.6.4 What kind of employee communications materials do you provide to support clients in educating their employees about their benefits? Can these be customized? How much time after the effective date will you require to issue materials for Employers and Employees?

7.6.5 What kind of communications (via US Mail or email) do you provide to your dental providers about changes in coverages, reimbursement rates, and other changes? Provide sample materials.

7.7 PROVIDER NETWORKS AND ACCESS

7.7.1 Provide a description of each dental network option offered. If there is any projected percent savings from a narrower network, identify how networks are pared down to provide the savings.

7.7.2 Provide a list of the number of dental providers (not offices or practices) in your network as of June 1, 2020 that are located in:

- a. Wisconsin (broken down by how many providers are in each Wisconsin county)
- b. Minnesota (within 50 miles of Wisconsin border)
- c. Upper Peninsula of Michigan (within 50 miles of Wisconsin border)
- d. Illinois (within 50 miles of Wisconsin border)
- e. Iowa (within 50 miles of Wisconsin border)

- f. Florida
- g. Arizona
- h. Texas
- i. Nationwide

7.7.3 Describe the evaluation methods and/or tools used when adding dental providers or expanding the organization's network.

7.7.4 Describe how dental providers are evaluated based on quality and cost.

7.7.5 Describe the organization's agreements with dental providers. On what basis are these agreements provided – e.g., percentage off allowed charges, negotiated fee schedule, bundles services, etc. Describe whether your organization has any agreements with providers that permit discounts for fees. On what basis are these agreements provided?

7.7.6 Describe how your organization will minimize initial and ongoing provider disruption for members. Consider members in an active treatment plan with a provider not in your organization's network.

7.7.7 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.

7.7.8 Please describe your organization's proposed network configuration. Identify whether the proposed network is owned, leased or a combination. If leased, disclose which networks are used.

7.7.9 In Appendix 6 – Dental Provider Proximity to Members, provide the number of dental providers for each type of provider listed based on the overall average distance in and around each zip code.

7.7.10 While Dental Therapists are not currently licensed in Wisconsin, in states other than Wisconsin where Dental Therapists are licensed, does your organization insure the services provided by a Dental Therapist the same way it does if a Dentist provided the services?

7.8 SERVICES PROVIDED TO THE DEPARTMENT

The Department will work directly with the Contractor on all administrative matters. The current division of administrative tasks is described in Appendix 5 – Program Agreement. The Contractor must provide technical and legal expertise to advise the Department on issues relating to the Program.

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

7.9 REPORTING

The Department is responsible for monitoring the administration of the Program. Contractor must provide reports to the Department to ensure effective monitoring of all aspects of the Program. The reports provided to the Department will include, at a minimum, those listed in Appendix 5 –

Program Agreement.

7.9.1 Describe your organization's experience in reporting, recordkeeping, and ability to provide the required reports listed in Appendix 5 – Program Agreement.

7.9.2 What are your standard report templates, timing, and frequency? Are there any charges for generating special reports on an ad hoc basis? List any proposed charges in your Cost Proposal.

7.9.3 Provide samples of the report formats you propose to use.

7.9.4 Provide a description and examples of reports other than those specified in Appendix 5 - Program Agreement that you recommend you provide/make available to the Department.

7.10 PERFORMANCE STANDARDS AND PENALTIES

The Contractor shall be required to meet performance standards, that may include, but are not limited to, those found in RFP Appendix 5 – Program Agreement. The performance standards shall be based on Contractor's performance under the Contract and not Contractor's book of business. The Contractor shall be responsible for paying the Department for penalties associated with missing the stated performance standards. (Final performance standards and penalties will be negotiated.)

7.10.1 Does your organization have any contracts with other clients which incorporate a penalty for not meeting performance standards? If yes, indicate the types of performance guarantees you have entered into previously and your ability to provide these or similar arrangements to the Department.

7.11 RECORD-KEEPING AND ACCOUNTING SERVICES EXPERIENCE

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

7.12 TRANSITION AND IMPLEMENTATION

7.12.1 Provide a detailed implementation plan that includes both a project overview and details on specific tasks, timeliness, and responsibilities. Clearly delineate the tasks your organization expects the Department to perform and the information you expect the Department to provide. Include the following information in your implementation plan:

- a. A summary overview of the implementation plan
- b. A detailed implementation schedule
- c. Points of contact during the implementation
- d. Major tasks
- e. Data and Program set-up/configuration process
- f. Testing of files
- g. Material and/or resource development
- h. An overview of the communication/education process during the initial implementation phase
- i. Training of key staff

- j. Training of customer service representatives
- k. Issue evaluation and resolution protocol
- l. Implementation verification and validation
- m. Other information your organization would normally include in such a plan

7.12.2 Describe the structure of your implementation team. Include the following details:

- a. Identify the implementation manager and provide details regarding their background and experience with your organization and with the insurance industry.
- b. Indicate if the implementation manager will be dedicated to the Department for the duration of the implementation. If not, indicate how many other implementations they will support in addition to the Department's implementation.
- c. Identify any additional key implementation support staff, including those who will be involved in day-to-day implementation work, compliance review, technological support, marketing materials development, training, and employer outreach. Outline the roles and responsibilities for each additional implementation support staff member.
- d. Describe any additional resources available to the Department during implementation.
- e. Explain how your organization and implementation staff will support the Department during implementation.
- f. Outline your organization's intended training plan for implementation staff.

7.12.3 Will the implementation manager and dedicated Account Manager be the same individual?

- a. If so, is this a standard practice with your organization and are any issues foreseen by having the same person fulfill both roles? Be specific.
- b. If not, describe how they will work together during the implementation process and the procedures for transfer of responsibility. Be specific.

7.12.4 Describe in detail what assistance your organization expects from the Department in the areas of program design, implementation, and day-to-day administration. Include the anticipated frequency of assistance.

7.13 OVERPAYMENTS

7.13.1 Describe your organization's process for collecting overpayments, including those made to an ineligible person. Describe the systems and the workflow used.

7.13.2 Describe how your organization will handle Department changes to Members' accounts by adding or subtracting coverage and how any resulting overpayments will be handled?

7.13.3 Describe your organization's process for remitting overpayment collections back to Member accounts.

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

8 COST PROPOSAL

This section is scored. (200 total points)

This section describes additional Proposal submission requirements.

Submission of FORM H – Cost Proposal Workbook

The Microsoft Excel file included with this RFP as FORM H – Cost Proposal Workbook is the required Cost Proposal document all Proposers must submit. Instructions on how to complete the Cost Proposal are provided in FORM H – Cost Proposal Workbook. Instructions on how to submit FORM H – Cost Proposal Workbook are provided in Section 2.3.1 above. The Cost Proposal must be returned to the Department in its original Microsoft Excel format.

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved for scoring.

Costs provided in the Contractor's final Cost Proposal or Best and Final Offer shall remain firm for the initial Contract period.

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 the Department.

If a cost is not provided in a cell, it will indicate the Proposer does not provide the specific service.

9 CONTRACT TERMS AND CONDITIONS

This section is NOT scored. (0 points)

The Department will execute a Contract with the awarded Contractor(s). Appendix 1 Pro Forma Contract by Authorized Board is attached as an example. The Contract and any subsequent renewal(s) will incorporate all terms and conditions in this RFP, including all attachments, exhibits, forms, appendices, etc., made a part of this RFP, and Contractor's Proposal. The Department shall draft the Contract.

The Contractor shall be responsible for the performance of any obligations that may result from the Contract and shall not be relieved by the non-performance of any Subcontractor. Proposals must identify all proposed Subcontractors and describe the contractual relationship between the Proposer and each Subcontractor.

9.1 BOARD AND DEPARTMENT AUTHORITY

This solicitation is authorized under Chapter 40 of the Wisconsin State Statutes. Procurement statutes and rules that govern other State agencies may not be applicable. All decisions and actions under this RFP are solely under the authority of the State of Wisconsin Group Insurance Board. The Department is acting as an agent of the Board in carrying out any directives or decisions relating to this RFP, the Contract and subsequent awards. The Department is the sole point of contact for Board contracting.

9.2 PAYMENT TERMS

- Contractor must complete the State's banking and payment forms to facilitate the Department's Automated Clearing House (ACH) payments, including claims and administrative fee payments, to the Contractor.
- The Department will process ACH payments to the Contractor within thirty (30) Calendar Days of the Department's receipt of a proper, Department-approved invoice.

- Invoices must be itemized by cost categories of expenses actually incurred. Cost categories include State Active, Local Active, and Retiree, along with the Calendar Year of service provided.
- Invoices shall include the invoice date, invoice number, invoice total, billing period, and contractually obligated invoice due date.
- Invoices will be submitted in accordance with ETF direction.
- ETF anticipates claims invoices are received weekly and administrative fee invoices are received monthly.
- The Contractor shall follow the Department's procedure to recover or collect overpayments made under the Contract, including those payments made for ineligible members. This shall include recovery or collection of overpayments resulting from any errors or inaccurate claims resulting from their processing procedures and overpayments related to timing of account changes.
- Funds owed to the Board must be paid within thirty (30) Calendar Days from notification of penalties or monies owed. The Contractor has thirty (30) Calendar Days to document any dispute of amounts owed. After thirty (30) Calendar Days, the Department may collect owed funds by deducting the amounts from the payments made to the Contractor, and the Contractor may be subject to further penalties.
- The Contractor shall correspond with Participants to obtain any required additional information and to determine whether other coverage for the claim exists under subrogation rights or other payers such as worker's compensation, insurance contracts, or government-sponsored benefit programs.
- The Contractor may not charge an additional fee for the following services:
 - Mailing & Postage. The Contractor will pay for all mailing, postage and handling costs for the distribution of materials.
 - Pilot Programs. At the request of the Department, the Contractor shall enter into pilots or limited-term trials.
- All payment arrangements will be finalized during Contract negotiations.

9.3 PIGGYBACK CLAUSE

Other institutions, such as state, local and public agencies, occasionally express interest in participating in Department contracts. The Department would like the Contractor to extend the terms, conditions and prices of the Contract that results from this RFP to any such entity. Any institution that would contract with the Contractor for the goods/services provided under the Contract will issue their own purchasing documents. Should such a contract result, the Contractor agrees that the Department shall bear no responsibility or liability for any agreement between the Contractor and the other institution who desires to exercise this option. If a Proposer does not agree to this clause, they should include an exception to this clause in their Proposal.