**Requests for Proposals (RFP) ETD0055-59**

**for**

**Actuarial Audits**

**for the following programs:**

**ETD0055: Income Continuation Insurance**

**ETD0056: Duty Disability Insurance**

**ETD0057: Sick Leave Program**

**ETD0058: Life Insurance**

**ETD0059: Health Insurance**

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**Issued by the**

**State of Wisconsin**

**Department of Employee Trust Funds**

**On behalf of the Employee Trust Funds Board**

Release Date: January 8, 2024

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* Appendix 6 – Pro Forma Contract Sample
* Appendix 7 – Department Terms and Conditions v. 12.1.2023

Required FORMS

* Form A – Proposal Checklist
* Form B – Mandatory Requirements and Qualifications
* Form C – Subcontractor Information
* Form D – Request for Proposal Signature Page
* Form E – Vendor Information
* Form F – Vendor References
* Form G – Designation of Confidential and Proprietary Information
* Form H – Cost Proposal Workbook

# General Information

The Wisconsin Department of Employee Trust Funds (Department) is soliciting Proposals from qualified vendors who can provide actuarial audit services that would provide an independent verification of the assumptions, procedures, and/or methods used by the Department’s original consulting actuary. With regard to the services that Proposer is offering to the Department, Proposer currently has and will have no conflict of interest**,** *including acting as the Department’s current consulting actuary on any of the RFPs for which a Proposal is submitted.*

The purpose of this Request for Proposals (RFP) is to provide interested and qualified vendors with information to enable them to prepare and submit competitive Proposals. The Department intends to use the results of this solicitation to award one or more Contract(s) for the services described herein. The Contract(s) resulting from this RFP (if Contracts are awarded) will be administered and managed by the Department, with oversight by the Employee Trust Funds Board (Board). This RFP document, its attachments, and the Proposal(s) from the awarded Proposer(s) will be incorporated into the Contract(s).

There are five (5) RFPs covered in this document:

RFP ETD0055: Income Continuation Insurance

RFP ETD0056: Duty Disability Insurance

RFP ETD0057: Sick Leave Program

RFP ETD0058: Life Insurance

RFP ETD0059: Health Insurance

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

## 1.1 Procuring and Contracting Agency

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

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

**Wisconsin Department of Employee Trust Funds**

Procurement Lead: Joanne Klaas

 Telephone: 608-261-7247

 E-mail: ETFSMBProcurement@etf.wi.gov

## 1.2 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 Employee Trust Funds Board (Board). On December 14, 2023, the Board delegated to the Department the authority to solicit proposals for five (5) actuarial audits. The Department is acting as an agent of the Board in carrying out any directives or decisions relating to this RFP, the Contract(s), and subsequent awards.

## 1.3 Introduction

The Department was created to manage employee benefit programs for over 1,500 participating State and Local Government Employees. These programs include the Wisconsin Retirement System (WRS), which is a cost-sharing multiple employer public employee retirement system established and administered by the State of Wisconsin to provide pension, disability and death benefits for State and Local Government Employees. The Department also administers duty disability insurance for protective occupation employees, income continuation insurance, health insurance, life insurance, and accumulated sick leave credit conversion programs for those eligible. Depending on the program, participants can include Active Employees and Retirees of the State and participating Local Governments, surviving spouses, and other dependents. ETF is overseen by boards that are responsible for establishing policies and providing oversight of the programs. Under Wis. Stat. § 40.03, the 13-member ETF Board is responsible for the overall direction and supervision of ETF. Two advisory boards, the Teachers Retirement Board and the Wisconsin Retirement Board, advise the ETF Secretary and the ETF Board. In addition to the ETF Board, the 11-member Group Insurance Board is responsible for setting policies and overseeing administration of certain programs such as the health, life, and income continuation insurance programs.

The ETF Secretary is charged with implementing the policies approved by each of the boards and with managing the daily operations of the Department. Each program administered by the Department has its own unique requirements related to eligibility, contributions, benefit payment determination, and reporting. Some programs also engage third-party administrators that are responsible for certain aspects of the program, such as determination of eligibility or paying benefits.

ETF uses actuaries to perform actuarial calculations for several benefit programs it administers. Although the role of the actuary for each program varies due to the different program requirements, the duties generally include performing calculations to project future benefit payments, determining a liability for costs that have been incurred but not reported, and comparing these liabilities against the projected assets that will be available. In addition, the actuaries may recommend changes to contribution rates intended to increase or decrease contribution revenues that provide future assets to fund projected liabilities.

## 1.4 Additional Information

Table 1 below provides links to additional informational resources. This information is provided to assist Proposers in completing an RFP response.

Table 1. Resources

|  |  |
| --- | --- |
| **Background** | **Web Address** |
| Employee Trust Funds Website | <http://etf.wi.gov>  |
| WI State Statutes Chapter 40 | <https://docs.legis.wisconsin.gov/statutes/statutes/40>  |
| Wisconsin Administrative Code provisions for the Department of Employee Trust Funds  | [Department of Employee Trust Funds (ETF) (wisconsin.gov)](https://docs.legis.wisconsin.gov/code/admin_code/etf) |

## 1.5 Definitions and Acronyms

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

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

**Board** means State of Wisconsin Employee Trust Funds Board.

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

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

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

**Calendar of Events** means the schedule of events in Section 1.9.

**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, a Contractor, or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information under Wis. Admin. Code ETF § 10.70(1); (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 Medical Records as governed by Wis. Stat. § 40.07 and Wis. Admin. Code ETF10.01(3m); or (viii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5) or material which can be kept confidential under the Wisconsin public records law.

**Contract** means the written agreement resulting from the successful Proposal and subsequent negotiations that incorporates, among other documents, this RFP and its exhibits, appendices and forms, the successful Proposer's Proposal as accepted by the Department, an updated and executed Appendix 6 – Pro Forma Contract Sample, its exhibits, subsequent amendments, and other documents as agreed upon by the Department and the Contractor.

**Contractor** means the Proposer(s) who is(are) awarded a Contract(s).

**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.

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

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

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

**Employer** means the State, including each State agency, UW institution, any county, city, village, town, school district, other governmental unit or instrumentality of two or more units of government as defined is [Wis. Stat. § 40.02 (28)](https://docs.legis.wisconsin.gov/document/statutes/40.02%2828%29).

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

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

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

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

**Program** defined separately in each Appendix 1-5.

**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, organization, corporation, or other entity that submits a Proposal in response to this RFP.

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

**Request for Proposals** or **RFP** means this Request for Proposals and its attachments, including RFPs for Actuarial Audits of the following: ETD0055 for Income Continuation Insurance; ETD0056 Duty Disability Insurance; ETD0057 Sick Leave Program; ETD0058 Life Insurance; ETD0059 Health Insurance.

**Retiree** means a State or a Local Government WRS participant who is retired and receives an annuity or lump sum benefit from the Wisconsin Retirement System. See [Wis. Stat. § 40.02 (49)](https://docs.legis.wisconsin.gov/document/statutes/40.02%2849%29).

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

**State** means the State of Wisconsin.

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

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

**WPE** means Wisconsin Public Employer as defined under [Wis. Stat. § 40.02 (28)](https://docs.legis.wisconsin.gov/document/statutes/40.02%2828%29), other than the State, which has acted under [Wis. Stat. § 40.51 (7)](https://docs.legis.wisconsin.gov/document/statutes/40.51%287%29), to make health care coverage available to its Employees. Also, typically referred to as a Local Employer.

**WRS** means the Wisconsin Retirement System.

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

## 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 line of the email must include “ETD0055-59” and the email must be received on or before the date identified in Section 1.9 Calendar of Events, Vendor Questions. Vendors 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 organization as all submitted questions will be shared publicly on the Department’s website.

Vendors 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 vendors what assumptions/exceptions are acceptable to the Department.

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

Table 2. Format for Submission of Clarification Questions

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

Q = Vendor’s question

Vendor’s email must include the name of vendor’s organization 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 [Actuarial Audits | ETF (wi.gov)](https://etf.wi.gov/node/35526).

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately, upon discovery, email the individual identified in Section 1.1 Procuring and Contracting Agency, with “ERROR re ETD0055-59” stated in the email subject line and explain such error and request modification or clarification of this RFP document. Failure to raise any such cognizable error immediately but no later than before the Proposal submission deadline will result in a bar on subsequently raising the issue.

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

## 1.7 Vendor Conference

There is no scheduled vendor conference. A vendor conference is an opportunity for vendors to ask questions. If ETF decides to hold a vendor conference, a notice will be posted on the Department’s public website for this RFP at [Actuarial Audits | ETF (wi.gov)](https://etf.wi.gov/node/35526). Note, unless this notice is posted, no conference will be held.

## 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 dates and times listed below, it will do so by posting an addendum to this RFP on the Department’s website. No other formal notification will be issued for changes in the estimated dates.

Table 3. Calendar of Events \*

|  |  |
| --- | --- |
| Date / Time | Event |
| January 8, 2024 | Department issues RFP |
| **January 19, 2024 by 1:00 p.m. Central Daylight Time** | Vendor questions due and letter of intent to submit a proposal due (optional, but highly encouraged) |
| January 26, 2024 estimated date | Department posts responses to vendor questions on ETF website [Actuarial Audits | ETF (wi.gov)](https://etf.wi.gov/node/35526)  |
| **February 8, 2024, by 1:00 p.m. Central Daylight Time** | **PROPOSAL DUE DATE** |

**1.10** **Contract Term**

Up to five separate Contracts may be awarded. The term for each Contract for providing the Services will commence upon the audit start date (2024) identified in each Contract and continue through five years (Initial Term) with one optional, one-year extension in order to obtain a second audit in 2029 for each of the programs, unless terminated earlier per the terms of the Contract. Extension of a Contract for one (1) additional year is subject to the mutual agreement of the Board and the Contractor, and satisfactory negotiation of the audit scope of work and pricing for the 2029 audit. Extensions beyond this may occur as needed for 1 year (or shorter) to complete audit activity or transition services to another service provider during a transition period subject to the agreement of the Board.

## 1.11 Letter of Intent

A letter of intent indicating that a vendor intends to submit a response to this RFP is *highly encouraged* (see Section 1.9 Calendar of Events). In the letter, identify the vendor’s organization/company name; list the name, location, telephone number, and email address of one or more persons authorized to act on the vendor’s behalf. Submit the letter of intent via email to ETFSMBProcurement@etf.wi.gov. The pertinent RFP number(s) and title(s) must be referenced in the subject line of vendor’s email. The letter of intent does not obligate a vendor to submit a Proposal.

## 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 will guarantee a specific quantity or dollar amount will be disqualified.

## 1.13 Wisconsin Department of Administration eSupplier Registration

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

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

## 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, will be the exclusive property of the Department and may be used by the Department and the State at its discretion.

# Preparing and Submitting a Proposal

## 2.1 General Instructions

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

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

All Proposals must be in English.

## 2.2 Incurring Costs

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

## 2.3 Submitting the Proposal

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

**Proposals must be uploaded to the following Box URL:**

[Actuarial Audits RFP ETD0055-59 | Powered by Box](https://etf.app.box.com/folder/124611585930?s=3o2tmkjixwdk86rtemrbsypf0l0yyguz)

a. Proposers are solely responsible for ensuring that Proposals are received by the Department before the deadline stated in Section 1.9 Calendar of Events. It is recommended that Proposers begin the process of Proposal submission via Box and test their system well in advance of the due date and time listed.

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

**c.**  **Proposals received by the Department after the date and time specified in Section 1.9 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 1.1 Procuring and Contracting Agency, the time and date their Proposal was received.**

### 2.3.2 Uploading Proposals to Box

**Proposals must be uploaded to the following Box URL:**

[Actuarial Audits RFP ETD0055-59 | Powered by Box](https://etf.app.box.com/folder/124611585930?s=3o2tmkjixwdk86rtemrbsypf0l0yyguz)

**Important Requirements:**

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

b. Do not upload folders to this URL.

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

**d. Do not lock or password protect any Proposal files.**

**e. Include the Proposer’s name and the RFP number in each file name.**

**f. Files must be free** of all malware, ransomware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious operations on a computer.

g. If you experience problems accessing Box to upload your Proposal documents, please consult with your IT department; consider “whitelisting” Box or turning off your VPN to allow uploads. If you continue to experience issues, send an email to ETFSMBProcurement@etf.wi.gov.

### 2.3.3 Required Files

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

**a. Proposal submission must include all Proposer documents responsive to the RFP(s) for which the Proposer is submitting a response (ETD0055, ETD0056, ETD0057, ETD0058, and/or ETD0059).**

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

**1.**  **Unredacted Proposal. The file name for this document should include Proposer’s name + “Proposal” + the name/number of the RFP(s) Proposer is responding to:** **ETD0055 Income Continuation Insurance, ETD0056 Duty Disability Insurance, ETD0057 Sick Leave Program, ETD0058 Life Insurance, and/or ETD0059 Health Insurance. This file must contain all electronic, unredacted Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format. The Department requires that all files have optical character recognition (OCR) capability (not a scanned image). Do not include the Cost Proposal in this file.**

**2.**  **Cost Proposal Workbook (Form H). The file name for this document should include Proposer’s name + “Cost Proposal” + the name/number of the RFP(s) Proposer is responding to:** **ETD0055 Income Continuation Insurance, ETD0056 Duty Disability Insurance, ETD0057 Sick Leave Program, ETD0058 Life Insurance, and/or ETD0059 Health Insurance. This file must contain Proposer’s completed Form H** – **Cost Proposal Workbook providing a price for each audit applying for under the appropriate tab. Costs provided in Proposer’s Cost Proposal must NOT be redacted for confidentiality.**

**c.**  **Redacted Proposal. IF the Proposal includes confidential or proprietary information, include a file labeled Proposer’s name + “Redacted Proposal” + the name/number of the RFP(s) that Proposer is responding to: ETD0055 Income Continuation Insurance, ETD0056 Duty Disability Insurance, ETD0057 Sick Leave Program, ETD0058 Life Insurance, and/or ETD0059 Health Insurance. This file must contain all electronic Proposal files in Microsoft Word/Microsoft Excel, and/or Adobe Acrobat 9.0 (or above) format** **EXCLUDING or REDACTING all confidential and proprietary information/documents. Proposers should be aware that the Department may need to electronically send the redacted files to members of the public and other Proposers when responding appropriately to public records requests. Note that no matter what the method the Proposer uses to redact documents in this file, the Department is not responsible for checking that the redactions match the Proposer’s Form G – Designation of Confidential and Proprietary Information. The Department is not responsible for checking the redactions, when viewed on-screen via electronic file, cannot be thwarted. The Department is not responsible for responding to open records requests via printed hard copy, even if redactions are only effective on printed hard copy. The Department may post redacted Proposals on the Department’s public website in exactly the same file format the Proposer provides, and the Department is not responsible if the redacted file is copied and pasted, uploaded, emailed, or transferred via any electronic means, and somehow loses its redactions in that process. Do not include the Cost Proposal in this file. Cost Proposals cannot be redacted.**

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

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

## 2.4 Proposal Organization and Format

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

### 2.4.1 Document and Format Requirements

Proposal submission must include all Proposer documents responsive to the RFP(s) for which the Proposer is submitting a response (ETD0055 for Income Continuation Insurance, ETD0056 Duty Disability Insurance, ETD0057 Sick Leave Program, ETD0058 Life Insurance, and/or ETD0059 Health Insurance). Include the following documents in the Proposal in the following order:

**a. Cover Letter: This signed letter must be written on the Proposer’s official business stationary and be signed by an official that is authorized to legally bind the Proposer. Include in the letter:**

* **Name and address of organization/Proposer**
* **Name, title, signature, telephone number and email address of Proposer’s authorized representative**
* **Name, title, telephone number, and email address of representative(s) who may be contacted by the Department if questions arise regarding the Proposal**
* **The RFP name(s) and number(s) for which the Proposer is submitting a response: ETD0055 Income Continuation Insurance, ETD0056 Duty Disability Insurance, ETD0057 Sick Leave Program, ETD0058 Life Insurance, and/or ETD0059 Health Insurance.**
* Executive summary regarding the Proposal
* Date the Proposal response was authored

**b. Completed Forms:** complete and upload the following forms to Box (these forms may be included in a single .pdf file)

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

**Form Requirements:**

**Form C – Subcontractor Information:** If awarded a Contract, Contractors have a continuing obligation to submit an updated Form C to the Department as Subcontractors are added / removed.

**Form F – Vendor References.** Proposers must provide at least three (3) references in Form F – References. References may be contacted to determine the quality of work performed and personnel assigned to the project, etc. The results of any reference checks may be used by evaluation committee members for scoring Proposals. Other reference requirements are stated in Form F. **The Department** reserves the right to contact other states, agencies, and individuals, about the Proposer even if not listed as references by the Proposer.

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

**Form H – Cost Proposal Workbook** must be submitted as noted in Section 2.3.3(b)(2) above. Also see RFP Section 8, Cost.

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

 Only complete once regardless of how many audits your organization is applying to audit.

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

Complete the Technical Questions provided in Appendices 1-5 as appropriate for those programs your organization is applying to audit.

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

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

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

### 2.4.2 Instructions for Submitting Assumptions and Exceptions

a. Regardless of any proposed assumption or exception, the Proposal as presented must include all Services requested in the RFP being responded to.

b. If you cannot agree to a term or condition as written in this RFP or its attachments, you must make a specific requested revision to the language of the provision by striking out words or inserting language to the text of the provision. Any new text and/or deletions of original text must be clearly color coded or highlighted. Proposers must avoid complete deletion and substitution of entire provisions, unless the deleted provision is rejected in its entirety and substituted with substantively changed provisions. Wholesale substitutions of provisions must not be made in lieu of strategic edits required to reflect Proposer modifications. See Section 2.4.3 below regarding assumptions and exceptions to Appendix 7 – Department Terms and Conditions.

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

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

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

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

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

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

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

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

* + Appendix 7 – Department Terms and Conditions assumptions and exceptions
	+ RFP/Appendix (***excluding*** Cost Proposal) assumptions and exceptions
	+ Cost Proposal assumptions and exceptions must be clearly indicated and included with your Form H – Cost Proposal Workbook (tab G – cost assumptions).

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

The Department may not allow any assumptions or exceptions by the Proposer to any of the sections of Appendix 7 – Department Terms and Conditions that are listed in Table 4 below. Any Proposal with an assumption or exception to language in the sections listed in Table 4 may be rejected unless the Proposer, upon the Department’s request, recants each such assumption or exception in writing.

If, during contract negotiations, there are minor issues that need to be addressed due to the Proposer’s inability to meet specific provisions in the sections of the Department Terms and Conditions listed in Table 4 below, the Department may choose to negotiate these issues with the Proposer as the Department sees fit.

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

Please be advised that the Department is unlikely to agree to make substantial changes to sections in the Department Terms and Conditions that are listed in Table 4 below.

***Table 4. No Assumptions or Exceptions Allowed***

**Appendix 7 – Department Terms and Conditions**

|  |
| --- |
| **Section** |
| 3.0 Legal Relations |
| 12.0 Discount for Late Delivery |
| 14.0 Contract Dispute Resolution |
| 15.0 Controlling Law |
| 17.0 Termination of the Contract |
| 18.0 Termination for Cause |
| 18.1 Breach by Pattern or Practice |
| 19.0 Remedies of the Department |
| 24.0 Confidential Information, Privacy, and HIPAA Business Associate Agreement |
| 25.0 Indemnification |
| 30.0 Information Security Agreement\* |
| 41.0 Assignment |

\*A SOC2, Type 2 audit report and letter of attestation are not required for this procurement, but they are preferred.

## 2.5 Multiple Proposals

Multiple Proposals from a Proposer for a single RFP will not be accepted. For clarification, Proposers may submit a Proposal for one, two, three, four, or all five of the RFPs.

## 2.6 Withdrawal of Proposals

Proposals will be irrevocable until the Contract is awarded unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the date and time listed in Section 1.9 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 organization and submitted to the contact listed in Section 1.1 Procuring and Contracting Agency. If a previously submitted Proposal is withdrawn before the Proposal Due Date, the Proposer may submit another Proposal at any time up to the Proposal Due Date and time.

# Proposal Selection and Award Process

## 3.1 Preliminary Evaluation

Proposals will initially be reviewed to determine if Form B – Mandatory Requirements and Qualifications are met, to the extent the Department can make that determination, and if all required Proposal components are received. All components of the Proposal must be submitted prior to the deadline listed in Section 1.9 Calendar of Events. Failure on the part of the Proposer to:

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

may result in rejection of the Proposal regardless of when the Department makes such discovery. In the event that all Proposers do not meet one or more of the RFP requirements, the Department reserves the right to continue the evaluation of Proposals and to select the Proposal(s) that most closely meet(s) the requirements specified in this RFP. Also, see Section 2.4.3 regarding assumptions/exceptions to certain sections of Appendix 7 – Department Terms and Conditions.

## 3.2 Clarification Process

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

## 3.3 Evaluation Criteria

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

The RFP evaluation committee may contact the references of selected Proposers to determine the quality of services provided and work performed by the Proposer, customer satisfaction, etc. Proposers should **use Form F – Vendor References** to provide references. The Department will act as its own reference (therefore do not list the Department as a reference). Reference checks may be used by evaluation committee members to clarify and substantiate information in the Proposals, learn about the Proposer’s past performance and ability to perform the Services described in these RFPs and in the Proposal, and may be considered when scoring Proposer responses to the general and technical questionnaires.

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

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

## 3.4 Proposal Scoring

Proposals submitted for each of the RFPs (ETD0055, ETD0056, ETD0057, ETD0058, and ETD0059) will be scored based upon the proven ability of the Proposer to satisfy the requirements specified herein in an efficient, cost-effective manner, taking into account quality of Services proposed. Proposals will be scored individually for each RFP the Proposer is applying for, using the following point system:

Table 5. Evaluation Criteria / Points

| **RFP Section** | **Description** | **Total Points** | **%**  |
| --- | --- | --- | --- |
| 6 | General Questionnaire: Complete only once, applies to all RFPs, whether applying to audit one or all five programs.  | 0 | 0%  |
| 7 | Technical Questionnaire: Answer the Technical Questionnaires found in Appendices 1-5 for those Programs/RFPs Proposer is applying to audit.The maximum total score for section 7 is 900 points for each Program/RFP and is composed of: * Executive Summary (50 points)
* Proposer Capabilities and Experience (200 points)
* Staff Qualifications (300 points)
* Methodology, Work Product, and Timeline (350 points)
 | 900(for each RFP) | 90% |
| 8 | Form H - Cost Proposal Workbook | 100(for each RFP) | 10% |
|  | **Proposal Total** | **1,000**(for each RFP) | **100%** |
| **top proposers only** | **Description** | **Total Points** | **%** |
| - | Proposer Interviews – optional at discretion of Department | Not scored but used by the evaluation committee to clarify proposals |

The points listed above are the maximum points awarded for each RFP section listed. In the event the Evaluation Committee determines to hold Proposer interviews, those Proposers whose Proposals are accepted for final consideration will be required to participate in such interviews as described below in Section 3.5 Proposer Presentations, Demonstrations or Interviews

## 3.5 Proposer Presentations, Demonstrations, Interviews

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

**Any presentations, demonstrations or interviews will inform evaluation committee members’ scoring of the Technical Questionnaires.**

At the direction of the evaluation committee and the discretion of the Department, Proposers reasonably apt to receive an award (top scoring Proposers) based on the evaluation of their Proposal and the scores to their Technical Questionnaires (RFP Section 7 found in Appendices 1-5) may be required to participate in oral presentations, demonstrations, or interviews to supplement the Proposals, if requested by the Department. This may include presentations to supplement or clarify information in the Proposal or interviews with key Department staff, evaluation committee members, and Board members. Proposer presentations and/or interviews may be used by evaluation committee members to validate or supplement Proposal information; committee members may change their scores to the Proposer’s responses to questions in Section 7 based on Proposer presentations/interviews.

The Department will reasonably attempt to schedule each Proposer presentation or interview at a time that is agreeable to the Proposer. Presentations/interview will be held either virtually via MS Teams or in Madison, Wisconsin. Failure of a Proposer to provide a presentation or 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 site visit with any or all of the Proposer’s clients, associates, Subcontractors, and/or references.

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

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

## 3.6 Method to Score the Cost

Scores for each RFP (ETD0055, ETD0056, ETD0057, ETD0058, and ETD0059) will be tallied separately. The lowest Cost Proposal for each RFP (ETD0055, ETD0056, ETD0057, ETD0058, and ETD0059) 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.

## 3.7 Best and Final Offer (BAFO)

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

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

## 3.8 Contract Award

The evaluation committee may conduct Proposer discussions, clarify Proposals, contact the references of Proposers, and request a Best and Final Offer (BAFO) from Proposers. Information regarding the Proposals will be presented to the Board. One or more Proposals may be presented to the Board for award based on the results of the general, technical, cost evaluations, and references. If the evaluation committee conducted interviews or presentations, the award will be based on the results of the interviews or presentations, 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 interviews or presentations to the Board, and the Board’s discussion held in closed session regarding the award among other considerations in determining the award decision. The Board has the fiduciary responsibility and authority to make the final contract award decision. Under [Wis. Stat. § 40.03 (6)](https://docs.legis.wisconsin.gov/document/statutes/40.03%286%29) there is no requirement for the Board to award a contract to the Proposer who scored the most points. The Board reserves the right not to award a Contract.

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

## 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 will be the sole judge as to compliance with the instructions contained in this RFP.

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

## 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 one or more contracts as a result of this RFP. All decisions and actions under this RFP are solely under the authority of the Board.

## 3.11 RFP / Contract Award Appeals Process

Protests (appeals) of the Board’s intent to award a contract must be made in writing and according to the Board’s Policy for vendor Procurement Appeals located at: https://etf.wi.gov/boards/governance-manual/policies-procedures/download?inline=

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

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

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

# MANDATORY Requirements and Qualifications

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

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

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

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

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

# Program backgrounds and SCopes OF WORK (See Appendices 1-5)

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

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

Each program background and scope of work, along with the Section 7 – Technical Questionnaire is found in the attached appendices:

* Appendix 1 – ETD0055 Income Continuation Insurance Scope of Work & Technical Questionnaire
* Appendix 2 – ETD0056 Duty Disability Insurance Scope of Work & Technical Questionnaire
* Appendix 3 – ETD0057 Sick Leave Program Scope of Work & Technical Questionnaire
* Appendix 4 – ETD0058 Life Insurance Scope of Work & Technical Questionnaire
* Appendix 5 – ETD0059 Health Insurance Scope of Work & Technical Questionnaire

# General Questionnaire

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

The purpose of this section is to provide the evaluation committee, the Department, and the Board with a basis for determining your organization’s (the Proposer’s) capability to undertake the Contract(s). This Section 6 applies to all five RFPs (ETD0055, ETD0056, ETD0057, ETD0058, and ETD0059).

Proposers must provide point-by-point responses to each and every statement, request, and question in Section 6. Restate the heading of each section and each question or statement in the section in bold and provide a detailed written response (in non-bolded text). Do not combine questions or responses. Provide only one answer to one question at a time.

Your responses must follow the same numbering system, use the same headings, and address each point or sub-point listed in each section. Include the documents requested in Section 6 (if any) immediately after the request for the document(s).Label each document provided with the question it corresponds to (e.g., Response to 6.1.2).

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

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

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

**The evaluation committee may stop reviewing a Proposal if the Proposal format does not follow these instructions or combines questions.**

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

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

b. All information requested in Appendix 7 – Department Terms and Conditions, Section 30.0.

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

## 6.1 Organization Information

6.1.1 Provide a description of your organization, including:

a. Legal name of the organization

b. Mailing address

c. State in which the origanization is domiciled

d. Primary line(s) of business

e. Number of employees

f. Describe the Proposer's form of business (individual, sole proprietor, corporation, non-profit, partnership, limited liability company)

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

**Sections 6.2 – 6.4** apply to all RFPs, ETD0055, ETD0056, ETD0057, ETD0058, and ETD0059, and are ***not scored*** but are reviewed closely by Department staff to determine if the Proposer has applicable information technology and security measures in place. Should Department staff have follow-up questions or require clarification to any answers provided for these Sections, the Department will reach out to the Proposer. Should a Proposer’s responses to the questions and requirements in sections 6.2 – 6.4 below, or any assumptions and exceptions related to the technology, data, and security requirements in the RFPs not satisfy the Department’s information technology and security rules and practices, the Proposal may be disqualified. Section 3.2 Clarification Process applies.

## 6.2 Information Technology

6.2.1 Describe in detail the computer and data processing facilities, IT applications and/or IT Technologies your organization will use to process and deliver data results as part of the audit process.

6.2.2 Describe if/how your system (related to the provision of Services) will integrate with public cloud solutions.

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

a. If your organization is headquartered in the United States provide the state of incorporation.

b. If your organization is headquartered outside the United States, provide the country of incorporation.

c. For your organization and all Subcontractors you intend to use to provide Services, provide the location of all cloud infrastructure where Department data and data provided/received pursuant to the Contract(s) will be stored, processed, transmitted that is located outside of the contiguous United States (this excludes Hawaii, Alaska and United States Territories).

d. For your organization and all Subcontractors, provide all locations outside the contiguous United States where your employees and Subcontractors will have access to Department data.

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

6.2.5 Describe how data imports and exports between systems or parties are handled/provided by your organization’s systems.

## 6.3 Computer and Data Processing Facilities, Data Policies

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

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

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

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

6.3.5 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.

6.3.6 List all current IT and IT security certificates your organization may hold and provide current copies of all IT and IT security certifications. Provide current copies of all IT and IT security certifications.

## Information Security

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

6.4.2 Does your organization logically segregate a client’s data from other clients’ data?

6.4.3 Can client data be deleted upon request?

6.4.4 Does your organization utilize a centralized log management system that alerts appropriate staff when an incident occurs?

# Technical Questionnaires

**Each RFP has its own Technical Questionnaire. The Technical Questionnaires are scored. (a maximum of 900 points for each RFP)**

* Executive Summary (50 points)
* Proposer Capabilities and Experience (200 points)
* Staff Qualifications (300 points)
* Methodology, Work Product, and Timeline (350 Points)

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

**Proposers must complete *only* those Technical Questionnaires (found in Appendices 1-5) for those Actuarial Audit(s) the Proposer is submitting a Proposal(s) for.**

Appendix 1 – Income Continuation Insurance Scope of Work a& Technical Questionnaire

Appendix 2 – Duty Disability Insurance Scope of Work & Technical Questionnaire

Appendix 3 – Sick Leave Program Scope of Work & Technical Questionnaire

Appendix 4 – Life Insurance Scope of Work & Technical Questionnaire

Appendix 5 – Health Insurance Scope of Work & Technical Questionnaire

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

Your responses must follow the same numbering system, use the same headings, and address each point or sub-point listed in each section. Include the documents requested in Section 7 immediately after the request for the document(s).Label each document provided with the question it corresponds to (e.g., Response to 3.c.1).

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

You must provide sufficient detail for the evaluation committee, the Department, and the Board to understand how your organization will comply with each requirement and the appliable scope of work. If you believe that your organization’s qualifications go beyond the minimum requirements or add value, you should indicate those capabilities in the appropriate section of the Proposal.

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

**The evaluation committee may stop reviewing a Proposal if the Proposal format doesn’t follow these instructions or combines questions.**

# Cost

**This section is required and scored. (a maximum of 100 points for each RFP)**

Form H – Cost Proposal Workbook must be submitted as instructed in Section 2.3.3(b)(2) Submitting the Proposal.

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

## 8.1 Submission of Form H – Cost Proposal Workbook

The excel file titled 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 tab A. Instructions on how to submit Form H are provided in Section 2.3.3(b)(2) above.

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

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved for scoring. Cost scores will be calculated as described in Form H – Cost Proposal Workbook under Tab A Instructions.

Costs provided in the Contractor’s final Form H – Cost Proposal Workbook or BAFO must remain firm for each 2024 audit.

## 8.2 Travel Expenses

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

## 8.3 Additional Services

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

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

# Contract Terms and Conditions

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

## 9.1 Final Contract

The Department may execute a Contract with the awarded Contractor(s). A Pro Forma Contract Sample is included as Appendix 6 as an example. The Contract(s) and any subsequent renewal(s) will incorporate all terms and conditions included in this RFP, including all forms, appendices, etc., made a part of this RFP, and Contractor’s Proposal. The Department will draft the Contract(s).

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

## 9.2 Contractor Performance

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

## 9.3 Payment Terms

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

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

c. Contractor will provide the Department with an invoice after the Department accepts the final audit report. The Contractor must submit invoices timely to the Department, but in no case more than six (6) months after completion/delivery of Services.

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

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

f. Other payment terms and conditions are listed in Appendix 7 – Department Terms and Conditions.

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

## 9.4 Cooperative Purchasing Clause

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