



## Wisconsin Indianhead Technical College

### REQUEST FOR PROPOSAL

### 22-96400-CW-EMPLOYEEINS FOR

### Fully and Self-Insured Medical/Prescription/Dental/Section 125/Health Savings Account Benefits

\*In the event WITC finds it necessary to change any of these dates it will do so by issuing an addendum to this RFP.

Date	Event
Tuesday, July 13, 2021	Date of RFP issue.
Tuesday, July 20, 2021	RFP inquiry/question deadline @ 4:00 PM CST.
Monday, July 26, 2021	Estimated date for WITC to answer Vendor's questions.
Thursday, August 5, 2021	Proposals due from Vendor prior to 3:30 PM CST.
August 6– August 20, 2021	WITC Evaluation Process
August 23 – September 3, 2021	Vendor Presentations: Selected vendors invited to make presentations if necessary – via Microsoft Teams/Zoom/BlueJeans
Monday, September 20, 2021	WITC Board Meeting (action on recommended proposal)
Tuesday, September 21, 2021	Earliest date WITC will issue award notice.



Ashland



New Richmond



Shell Lake



Rice Lake



Superior

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## SECTION I – GENERAL INFORMATION

Wisconsin Indianhead Technical College (WITC) is guided by its Mission, Vision and Values, and Tenets. WITC has a long, rich history that demonstrates our dedication to the community and its members. Learning is our passion and it shows. Nearly 1 in 9 residents of our district (including a population of 236,200; 286 towns, villages, and cities; and 47 school districts) have taken some sort of class through a WITC campus or outreach center. Each year, WITC surveys graduates to find out how well their degree or diploma prepared them for their career. The results reveal an impressive record of academic excellence and valuable career perspective.

Wisconsin Indianhead Technical College (WITC) District is one of sixteen 2-year technical college districts in Wisconsin. The district includes most of northwestern Wisconsin, encompassing more than 10,000 square miles and parts or all of 11 counties.

WITC offers career-focused associate degree programs, technical diplomas, short-term certificates, customized training, and a wide array of courses for personal or career enhancement. WITC employs a staff of more than 1,400 full-time & part-time employees and provides education to 7,715 credit students in more than 53 full-time programs, plus technical certificates and apprenticeship programs and nearly 17,000 residents in continuing education courses

WITC is the owner of buildings at four campuses in Ashland, New Richmond, Rice Lake and Superior. In addition, the college owns an administrative building in Shell Lake and leases and operates learning centers in Hayward, Ladysmith, Balsam Lake, and Barron. WITC offers associate degrees, technical diplomas and certificates in over 50 programs. For more information about WITC, please visit [www.witc.edu](http://www.witc.edu).

### **MISSION, VISION, AND VALUES**

#### **Mission – Learning First**

Learning is our passion. As Northwest Wisconsin's leader in technical education, WITC creates dynamic opportunities for career preparation and personal effectiveness. We are committed to making each and every experience with us meaningful and professional.

#### **Vision – An Innovative Journey**

Education is a lifelong journey of learning and discovery. We embrace innovative theories, techniques, and technologies to ensure success in a changing world.

#### **Values**

Empowerment – We value an engaging and supportive environment that inspires learners to achieve their personal and professional goals.

Excellence – We value high quality training, professional development, and customer service in a dynamic learning environment.

Innovation – We value flexible delivery options and embrace the latest theories and technologies to meet individual learners' needs.

Integrity – We value honesty, accountability, and diversity in an open and ethical environment.

Collaboration – We value partnerships that enhance learning, promote economic development, and improve quality of life.

## SECTION II – INSTRUCTIONS TO VENDORS

### 1. DUE DATE

Sealed proposals must be received by the WITC Purchasing Department by or prior to **3:30 PM CST, on Thursday, August 5, 2021**

The Vendor shall be responsible for delivery of the proposal to the designated place on or before the date and time specified. Proposals received after time of closing will be rejected and returned to the Vendor. Failure to examine any and all documents will in no way relieve the successful Vendor from the necessity of supplying the required products in accordance with the proposal.

### 2. PUBLIC OPENING

Proposals will be publicly opened on **Thursday, August 5, 2021 at 3:30 PM CST** at WITC, 1900 College Drive, Rice Lake, WI 54868.

### 3. REQUIRED FORMS TO SUBMIT PROPOSAL

No proposal will be accepted on any other form(s) than those herewith specified and/or provided with the RFP.

Addenda issued during the time of bidding shall become part of the proposal documents. Vendor shall acknowledge receipt of such addendum in the appropriate space provided on the Signature Page.

Any conditional proposal, amendment to the proposal or attachment thereto, or the inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for may disqualify the proposal. Telecommunication alterations to the proposal will not be accepted.

### 4. KEY PROPOSAL DATES

*In the event WITC finds it necessary to change any of these dates it will do so by issuing an addendum to this RFP.	
Date	Date
Tuesday, July 13, 2021	Date of RFP issue.
Tuesday, July 20, 2021	RFP inquiry/question deadline @ 4:00 PM CST.
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August 6– August 20, 2021	WITC Evaluation Process
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### 5. KEY PROPOSAL QUESTIONS & SUBMITTAL INFORMATION

No verbal explanation or instruction will be given in regard to this RFP during the proposal period. WITC will not be responsible for verbal instructions. Vendors shall bring questions, inadequacies, omissions, or conflicts to WITC's attention. **All Vendor requests for clarification or interpretation must be received via email to [proposals@witc.edu](mailto:proposals@witc.edu) on or before Tuesday, July 20, 2021 at 4:00 PM CST.** Prompt clarification will be supplied to all Vendors of record via addendum.

Responses will not be made to telephone, faxed, or mailed inquiries. During the time period from the issue date of this RFP until WITC has notified all Vendors of its decision, **all contact with any other WITC or Wisconsin Technical College System employee concerning this RFP is prohibited, however potential vendors are welcome to contact the College's Benefit's Consultant, Joey Backus and Emily Skaer from Cottingham & Butler at [jbackus@cottinghambutler.com](mailto:jbackus@cottinghambutler.com) and [eskaer@cottinghambutler.com](mailto:eskaer@cottinghambutler.com).** Failure to adhere to this provision may be cause for disqualification of a Vendor's submission.

Failure to request clarification or interpretation of this RFP will not relieve the Vendor of responsibility. Signing the Qualified Vendor Certification Form will be considered as implicitly denoting that the Vendor has a thorough understanding of the scope of work and comprehension of the Statement of Work.

All attachments, additional pages, addenda, or explanations supplied by the Vendor with this proposal will be considered as part of the proposal response.

## 6. PROPOSAL DELIVERY OPTIONS

Bids must be received by Purchasing Department, [proposals@witc.edu](mailto:proposals@witc.edu), by or prior to 3:30 PM CST on Thursday, August 5, 2021. Any bid received after 3:30 PM CST will be disqualified. Please include the following in the subject line of the email: **RFP 22-96400-CW-EMPLOYEEINS**. Any proposal received with the envelope and the subject like of the email not properly and clearly marked with the RFP number may result in the proposal being rejected. Proposals will be accepted by the following delivery options:

a) **Mail, Delivery Carrier of Vendor's Choice, or Hand Delivery**

A minimum of eight (8) hard copies of the proposal must be provided in a sealed envelope clearly marked with the RFP number and company name; and, addressed to:

Wisconsin Indianhead Technical College

ATTN: Purchasing Department

**22-96400-CW-EMPLOYEEINS**

1900 College Drive

Rice Lake, WI 54868

**AND**

b) **Email**

Proposals shall be emailed to [proposals@witc.edu](mailto:proposals@witc.edu). The subject line of the email must read **22-96400-CW-EMPLOYEEINS**. Any proposal received without the subject line of the email not properly and clearly marked with the RFP number may result in the proposal being rejected.

**The file size shall not exceed 25MB.** Files larger than 25MB may be rejected by the WITC server. Document must be in an unlocked and un-password protected Microsoft Word, Microsoft Excel, or Adobe Acrobat 9.0 or greater format. The file must be labeled "[Vendor Name] RFP Response [RFP #]". WITC prefers that proposals be submitted in PDF format and all required documents are contained in **one (1) file**, if possible.

It is the responsibility of the Vendor emailing their proposal to ensure the proposal was received on time to the [proposals@witc.edu](mailto:proposals@witc.edu) inbox. WITC will respond via email confirming the receipt of your company's proposal. If you do not receive confirmation that your proposal has been received, it is the responsibility of the bidder emailing their bid to follow up with Shawna Benish at [shawna.benish@witc.edu](mailto:shawna.benish@witc.edu).

## 7. ALTERNATE PROPOSALS

Specifications contained in this RFP are intended to define the level of quality and performance and not to restrict competition. Vendors offering alternates shall submit, with their proposal, an itemized comparison to the RFP specification, documenting equivalence for dimensions, quality performance, etc. **Unless indicated otherwise,** Vendors may offer more than one alternate with required supporting documentation. Where certain brands or part numbers are specified, it is for illustration or to establish a standard for features and construction.

Unless indicated otherwise, “or equivalents” are acceptable and allowed, and Vendors are encouraged to offer varying brands of “equivalent” items and supplies for WITC’s consideration.

**8. DEVIATIONS FROM PROPOSAL SPECIFICATIONS**

Any deviations from proposal item specifications must be clearly documented on the Qualified Vendor Certification Form. WITC reserves the right to determine if any noted deviations or qualifying statements indicated in a Proposal are in the best interest of the college, and reserves the option to reject any proposal(s), all proposals, or a portion of a proposal(s), on that basis.

**9. RIGHT TO AWARD ALL OR A PORTION**

While Vendors are encouraged to quote as many or all of the items listed in this RFP, it is understood that not all items may be available from one Vendor source. WITC will have the option to make “split awards” of the items to multiple Vendors. Vendors need to quote prices on a line item basis with the understanding that WITC may only order partial items of what the Vendor quoted. If the Vendor can offer additionally discounted prices on the premise that it will receive the entire award, or an award of a select “family” of items, the Vendor should enumerate such additional pricing discount options for WITC’s consideration on a separate page attached to their proposal response.

**10. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written request received from the Vendor or an authorized representative thereof prior to the time fixed for opening of proposals, without prejudice to the right of the Vendor to file a new proposal. Withdrawn proposals will be returned unopened. Negligence on the part of the Vendor in preparing their proposal confers no right for withdrawal of the proposal after it has been opened.

Proposals may be held by WITC for a period not to exceed ninety (90) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the Vendors, prior to the awarding of the contract.

**11. ACCEPTANCE/REJECTION**

WITC reserves the right to accept or reject any or all proposals, to waive any technicality or informality in any proposal submitted, and to accept any part of a proposal deemed to best serve the interests and needs of WITC and said determination shall be final.

WITC reserves the right to reject all proposals received and reissue the RFP if it is determined an adequate level of competition was not obtained, or if the specifications/terms did not allow for a sufficient level of competing proposals to be received, or if desired specifications, features, or standards were not, in the opinion of WITC, acceptable.

WITC reserves the right to reject a proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy WITC that the Vendor is responsible and qualified to carry out the obligations of the contract or to complete the Statement of Work.

**12. FIRM PROPOSALS**

All proposals are to be firm for acceptance for a minimum of (90) days from opening and for the specified contract period. Any exception shall be fully noted. The purchase of the item(s) in this RFP is contingent on budget availability. The college may elect to not proceed with this project, or delay the project, or modify the conditions for this project, if so considered to be in the best interest of the college.

**13. LIABILITY**

WITC shall not incur any liability for any cost the vendor may have incurred in preparing and submitting a proposal in response to this RFP.

**14. PAYMENT AND DELIVERY TERMS**

Net 30 days after product delivery and receipt of invoice. No advance payments will be made, and no payments will be made without invoices. WITC prefers to pay by Visa, if accepted. All proposed items or services are to be delivered tax exempt, FOB Destination – delivered and installed with freight cost included in the price or otherwise quoted on the WITC Qualified Vendor Certification Form (if applicable).

**15. TAXES**

WITC is a governmental entity exempt from sales taxes pursuant to Wisconsin Statutes, Section 77.54(9a). Taxes should be excluded in proposals to WITC.

**16. EVALUATION PROCEDURE, SCORING, AND EVALUATION POINTS**

WITC evaluates proposals submitted in response to RFP’s based on “best value” to the college using a formal process involving an evaluation committee led by WITC employees. The Purchasing Department oversees the evaluation process to ensure it is objective and scoring is based on the requirements communicated to the Vendors in the RFP. WITC shall be the sole judge in the subjective matters of a Vendor’s capability, experience, references, etc. as to what best meets the unique needs of WITC. Unless a Vendor can cite a specific statute or administrative code being violated, the subjective judgement or scoring by the WITC evaluators is not appealable.

**17. EVALUATION CRITERIA**

Proposals will be scored according to how well the Proposer responded to the following. Proposal evaluation points given by each evaluator will be summed and divided by the number of evaluators to compute an average performance score for each proposal. Cost proposal information will not be available to the Evaluation Committee during this evaluation phase.

<b>Criteria</b>	<b>Description</b>	<b>Points Possible</b>
Criteria 1	Cost	50
Criteria 2	Response to Questions	10
Criteria 3	Implementation Process	5
Criteria 4	Data/Analytics	5
Criteria 5	Clinical	5
Criteria 6	Claim Management	5
Criteria 7	Member Experience	5
Criteria 8	Billing/Funding	5
Criteria 9	Care Outlets	5
Criteria 10	Wellness	5

**Maximum Evaluation Points 100 points**

**Criteria 1: Cost**

- Total Plan Costs

**Criteria 2: Response to Questions**

- Quality of RFP responses

**Criteria 3: Implementation Process**

- Team
- Timing

**Criteria 4: Data/Analytics**

- Reporting Access
- Analytic Capabilities
- Fees

**Criteria 5: Clinical**

- Access to clinicians
- Condition/Disease Management Program
- Quality of Providers

**Criteria 6: Claim Management**

- Auto Adjudication
- Attributed Providers – Value based contracts
- Coordination of Benefits

**Criteria 7: Member Experience**

- Communication Materials
- Health Conceirge
- Micro Sites
- Provider Quality of Care and pricing transparency
- Net Promoter Score
- Customer Service Model

**Criteria 8: Billing/Funding**

- Advanced Funding vs. Level Funding Available
- Bank Reconciliation
- Funding Providers
- Claims Refunds

**Criteria 9: Care Outlets**

- Telehealth
- Clinics

**Criteria 10: Wellness**

- Carrier Programming

**18. VENDOR PRESENTATIONS/MEETINGS**

Upon receipt of all proposals meeting the conditions outlined in this RFP and arriving by the specified due date and time, WITC reserves the option to meet with a select group (not all) of Vendors that it considers to be in the best interest of WITC, to do presentations or clarify details of their proposals to WITC staff. If an oral presentation/interview is required of selected finalists, it shall be at the Vendors' expense. However, an award may be made without discussion with the Vendors. Therefore, Vendors are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

**19. BEST AND FINAL OFFER**

At its sole discretion, WITC may request Vendors to submit a Best and Final Offer (BAFO) for further clarification. BAFOs will be evaluated against criteria identified in #17 "Evaluation Criteria". There is no obligation on the part of WITC to request a BAFO. Therefore, Vendors should always submit their best proposal with their original submission.

**20. WARRANTY**

WITC requires the Vendor, not the manufacturer, to coordinate and resolve all issues with regard to the warranty of items. WITC will not contact the manufacturer.

**21. REFERENCES**

WITC may assign evaluation points based on comments and reviews of the Vendor's product and/or services as provided by references.

**22. RIGHT TO ADDENDUMS**

WITC reserves the right to amend the terms and specifications of this RFP. In the event of any changes to the terms and/or specifications of this RFP, a formal addendum to the RFP will be issued.

**23. QUALIFIED VENDORS**

Only proposals from qualified Vendors shall be considered. The "Qualified Vendor Certification Statement" must be completed in full and submitted with the proposal. Factors that may be considered in determining if a Vendor is qualified include (but are not limited to): Vendor competency, financial capacity, ability to render satisfactory product/work and past performance. WITC reserves the right to request additional information to make this



determination. WITC may make a written request for Vendor's P&L, Balance Sheet, Certified Auditor Statements or other financial documents for purposes of evaluation of the financial ability of Vendors to provide the materials, service and/or support specified by this RFP. WITC reserves the right to request a site visit to Vendor prior to award.

**24. DEBARMENT & SUSPENSION CERTIFICATION**

The Vendor certifies by signing the Qualified Vendor Certification Form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or Vendor.

**25. INDEMNIFICATION, ASSIGNMENT, AND SUBCONTRACT**

The Vendor agrees to indemnify, defend and hold WITC (including their respective officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, expenses, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including damage or destruction of any property, or injury (including death) to any person, arising out of or related to: (a) any act or omission by the Vendor, its agents, employees or subcontractors, (b) any claims or actions by the Vendors' employees, agents or subcontractors, or (c) the failure of the Vendor its employees, agents, or subcontractors to comply with this Contract or any applicable provincial, federal, state or local law, rule or regulation that affects the obligations of the Vendor under this Contract.

Neither party shall assign a right or interest, not delegate, or subcontract any obligation owed without the written consent of the other.

**26. PUBLIC INSPECTIONS AND RECORD OF PROPOSALS**

In order to maintain the integrity of the competitive proposal process, if a request is made under open records laws to view proposals received for this RFP, proposals received will not be made available until an official award decision by WITC has been made.

WITC cannot ensure that information will not be subject to release if a request is made under applicable public records law. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Vendor.

If you do not send a redacted copy, your entire proposal will be open to public inspection with the exception of financial data (other than pricing). Redacted versions must be submitted adhering to the following:

- a) One (1) electronic file or document EXCLUDING all confidential and proprietary information/documents in Adobe Acrobat 9.0 or greater format. This file must be labeled "[Vendor Name] REDACTED RFP RESPONSE [RFP #]." This is the file that will be submitted to requestors for open records requests. The Vendor should be aware that WITC may need to electronically send the redacted materials to members of the public or Vendors when responding appropriately to records requests. WITC is not responsible for checking that redactions, when viewed on-screen via electronic file, cannot be thwarted. WITC is not responsible for responding to records requests via printed hard copy, even if redactions are only effective on printed hard copy. WITC is not responsible if the redacted file the Vendor provides does not adequately protect the information when the redacted file is copied and pasted, uploaded, emailed, and/or transferred via any electronics means.

Proprietary information submitted will be handled in accordance with appropriate procurement regulations and Wisconsin Public Records law. Note: The Wisconsin Public Records law classifies most correspondence with a governmental entity such as WITC and member Colleges, as open and available for public inspection. Proprietary restrictions normally are not accepted; however, when accepted it is the Vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27. RIGHT TO NEGOTIATE CONTRACT TERMS & CANCELLATION CLAUSE**

WITC reserves the right to negotiate the terms of the contract, including the award amount, with the selected Vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the

lowest proposal Vendor, WITC may negotiate a contract with the next lowest proposal Vendor. This choice is solely at the discretion of the College.

WITC may, without cause, terminate the Contract by giving written notice of such termination to the awarded Vendor. In the event of such termination, WITC shall reimburse the services performed and reasonable expenses actually incurred by the Vendor in relation to the work prior to the Vendor's receipt of such notice of termination.

**28. PAYMENT FOR CONTRACT PERFORMANCE**

Upon complete performance of the contract, WITC will pay the Vendor for any balance payment due and payable under the terms of the contract within a reasonable and customary time after receipt of a properly prepared and submitted invoice to WITC.

**29. CONTRACT DOCUMENT**

This written document constitutes the entire agreement of the parties to the contract and will supersede any representations, commitments, conditions or agreements made orally or in writing prior to the execution of this contract. The contract shall be between Wisconsin Indianhead Technical College, known as WITC and the successful Vendor known herein as the "Vendor" per Sec 16.76(1) Wisconsin Statutes, for the provision of services outlined in the Scope of Work section of this document. Vendors are to include in their proposal submission an advance copy of their standard form or agreement that they would expect WITC to sign if they are awarded.

**30. CONTRACT TERM**

It is the intent of WITC to contract with a vendor for an initial base period between one (1) and four (4) years, effective January 1, 2022. In addition, WITC will consider the option to of allowing an additional three (3), consecutive, one (1) year contract extensions. If the initial contract agreed to is a four (4) year contract, and if all extensions are exercised (3), the total length of the contract would be until December 31, 2029, seven (7) years.

**31. INSURANCE**

If the Vendor is required to perform work or services onsite at WITC the Vendor agrees to maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur. Please refer to the "Compliance/Insurance Considerations" in the Scope of Work section of this document for insurance minimum information. WITC reserves the right to require higher or lower limits where warranted. Certificate of insurance shall name WITC as additional insured and will be submitted by the Vendor to the WITC Purchasing Department prior to any work beginning. Vendor also agrees to maintain worker's compensation insurance as required by the state of Wisconsin for all employees engaged in work.

**32. DISTRIBUTION OF PROCUREMENT SOLICITATIONS – DOING BUSINESS WITH WITC**

Wisconsin Indianhead Technical College uses <https://www.witc.edu/about-witc/purchasing> as their primary procurement document distribution system. Vendors interested in accessing bidding opportunities from WITC can visit this site for more information. Vendors are responsible for checking this site for any addendums prior to submitting a proposal.

Suppliers wishing to be notified of all bidding and quoting opportunities with WITC can subscribe to <https://www.demandstar.com/app/wapp/registration> for free. WITC, is a member of Wisconsin Association of Public Purchasers (WAPP). Varying levels of subscription rates apply for additional services.

WITC is not responsible for the content of any bid package received through a 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

**33. UNIFORM COMMERCIAL CODE**

WITC contract terms will be to the provisions of the Uniform Commercial Code for the State of Wisconsin and WITC will be entitled to all rights and remedies of contract as afforded under the provisions the UCC for the State of Wisconsin, not barring any and all state and federal contract provisions that would also apply and pertain to a WITC contract of this dollar magnitude and nature.

**34. SAFETY REQUIREMENTS**

All material, equipment, and supplies provided to WITC must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards. The initial shipment of any items requiring a SDS must include a SDS for each respective shipping location receiving the items. All items must also meet any applicable OSHA and Wisconsin Department of Commerce specifications for shipping, recording and identification.

**35. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

The Vendor is to comply with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). WITC is an Equal Opportunity Employer and Educator operating under the Affirmative Action Plan.

**36. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Vendor acknowledges and warrants that their Programs and services are currently in compliance and during the Term of this Agreement shall remain in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

Vendor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Customer at no cost. Customer reserves the right to request, from Vendor, a timeline by which accessibility standards will be incorporated into the Programs and Vendor shall provide such a timeline within a commercially reasonable duration of time. Vendor further agrees to indemnify and hold harmless Customer from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Customer as set forth in this RFP.

**37. COOPERATIVE PURCHASING**

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when Vendors agree to extend their terms to them. If the Vendor is willing to provide opportunities for other public agencies to piggyback a WITC awarded contract, please complete the “Cooperative Purchasing Agreement” included with this RFP. If you wish to offer discounts in rates based on additional volume of business being added if other public agencies piggyback to a WITC awarded contract, please include an additional fee table with your proposal reflecting these discounts.

Any volume/quantity price breaks offered by your company should other public agencies which to piggyback this contract will NOT be factored into WITC’s award decision for this project (since it cannot be assured if any other public agencies would actually join/piggyback this contract, adding increased business volume to meet any lower discount rates offered).

## SECTION III – PROPOSAL REQUIREMENTS

- The proposed effective date of the new services contract is January 1, 2022.
- All proposals for the coverage effective January 1, 2022 must be equal to the benefits as outlined in the RFP.
- WITC will consider both fully insured and self-insured proposals for the medical/prescription drug and dental plan.
- The cost for all self-insured administrative services must be priced as either a cost per member per month, or cost per employee per month, and not as a percent of claims.
- Premium rates for fully insured insurance coverage(s) must be guaranteed until January 1, 2023. WITC will consider rate cap guarantees for additional periods up to and including three years. WITC is not obligated to accept renewals.
- Funding levels, lasers, attachment points and specific/aggregate stop loss premium rates for the self-funded plans must be guaranteed until January 1, 2023. WITC will consider funding/rate cap guarantees for additional periods up to and including three years. The specific stop loss should be quoted at \$100,000, \$125,000 and \$150,000. The aggregate stop loss attachment should be quoted at 125% of expected paid claims. As the current contract is fully insured, both the specific and aggregate stop loss should be quoted on a 12/18 contract.
- Self-insured proposals are to include proposed contract terms for administrative services, as well as preferred stop loss and pharmacy benefit management services. All administrative providers must also answer whether or not alternative stoploss and/or pharmacy benefit management services can be utilized, if desired (also known as “carved-out”).
- WITC requests that sample contracts and contract language for rate cap guarantees be included in the proposal.
- Service and administration fees for self-funded proposals must be guaranteed until January 1, 2023. WITC will consider service and administration fee guarantees for additional periods up to and including three years.
- Service and administration fees for Section 125/HSA must be guaranteed until January 1, 2023. These fees should include costs (if any) for a debit card but listed separately.
- All proposals must be bid without commission.
- All carriers for Stop Loss insurance must maintain the A.M. Best rating of AA or better.
- The successful vendor agrees to provide the contract/SPD proofs to WITC for review within 30 days of being awarded the contract and must provide an electronic PDF version, to WITC within 30 days of the proof being accepted by WITC.
- All proposals must provide coverage to all plan participants who are currently covered by WITC without regard to their being actively at work or disabled status.
- All vendors with proposals must complete the applicable questions in the QUESTIONNAIRE section of the Request for Proposal (RFP).
- Specific and aggregate stop loss will not apply to the dental coverage.

## SECTION IV – SCOPE OF WORK

The following items must be included in the medical/dental proposal:

1. All plan participants who are currently covered by the WITC plan will be covered under a no loss/no gain provision regardless of their being actively at work or disabled status.
2. The proposal must contain the network claim re-pricing information. This information should utilize the Top 25 Medical Providers report (located in the claims experience reports) and should provide the total average discount based upon the claims incurred at each provider.
3. The current benefit plan for the Modified Retiree Plan must be duplicated.
4. All proposals must include a geo-access match of network providers to the home zip code of the plan participants.
5. Each employee will have the option to change their selection between the offered plans at the start of each calendar year.
6. There are currently 47 employees who have opted out of the WITC medical insurance coverage. WITC does allow these employees to opt back into WITC's medical insurance plan each open enrollment or the month following a qualifying event. The benefit is currently \$150 per month for opting out upon proof of other insurance coverage.
7. As WITC offers a HDHP with an HSA, all proposals must meet HSA requirements.
8. Illustrate premium rates by plan:
  - a. Active employees 80/20 Network Plan and HDHP Plans
  - b. Modified Retiree
  - c. Dental
9. WITC provided \$2,200 to a HSA for each employee who enrolled in the HDHP in calendar year 2021. WITC may continue or change this amount each calendar year.
10. Each carrier must provide two sample renewal calculations based on the following assumptions:
  - a. Assume the current participation percentages will be maintained with offering the HDHP and 80/20 plans. All of the retirees will remain in their respective medical plan.
  - b. The renewal calculation assumes only medical and prescription drug coverage, not dental.
  - c. Renewal calculation #1 should assume first year paid claims of 50% of premium.
  - d. Renewal calculation #2 should assume first year paid claims of 80% of premium.
  - e. A detailed breakdown of administrative fees must be shown.
11. "The proposal must contain the network re-pricing information. This information should utilize a minimum of:
  - a. Average TIN discounts for each of the Top 25 Medical Providers provided (located in the claims experience reports) and should provide the total average discount based upon the claims incurred at each provider.
  - b. Average geographical discounts based on the zipcode locations of participants provided on the current enrollment census.
12. Other supporting analysis may be provided to further support administrator's value proposition, including, but not limited to: claim adjudication reports, case management engagement, compliance management results, per member book of business benchmarks, case studies, etc.

## **SECTION V – QUESTIONNAIRE**

### **Medical/Prescription and Dental**

1. Does your proposal meet the requirements for current benefit design? If not, list the differences.
2. Are you willing to provide administrative performance guarantees? If so, what?
3. What is your average claim turnaround time for medical and dental?
4. Would you allow an onsite visit to your claim processing facility?
5. Provide a list of three references which includes at least one former client.
6. Describe your pre-notification process.
7. Is the deductible and coinsurance based on billed charges or net charges after discounts?
8. How does the network charge for their services, as per participant charge or a percent of claims? Is this charge listed in the proposal and, if not what is the charge?
9. Are 100% of all provider discounts and/or reduced charges negotiated by the network passed on to the employer? If not, illustrate the amount retained by the network and/or administrator.
10. Is the enrollment form available in a fillable format that can be utilized for participants to complete?
11. Is there online enrollment ability for WITC as an employer to enroll newly eligible members, changing or terminating coverages?
12. With future plan amendments, are there separate costs for these and subsequent plan document changes?
13. When and how will WITC be notified of any federal and state (governmental) changes?
14. Detail your standard claim reports, frequency and timing of availability. Also provide a listing of optional reports and associated costs with them. Will the reports be available online?
15. Are separate identification cards issued for each type of coverage (medical, prescription, dental)? For each covered individual? Provide an example of the identification card that would be issued and any cost if applicable for the printing of the cards or additional cards after initial issue.
16. Will participants have the ability for online access to their claims? Is there a paperless option for participants to receive their Explanation of Benefits?
17. Do you have a website for the employer and participant? Please include screenshots of the website or access information to a demo website.
18. Do you offer the following services? If yes, detail any associated costs.
  - a. On site enrollment assistance
  - b. On site employee education meetings
  - c. Disease management
  - d. Maternity management
  - e. 24/7 access to a hotline for medical questions which may include an online medical service provider service
  - f. Case management
  - g. Employee Assistance Program (EAP)
  - h. Wellness program
  - i. Fitness club reimbursement
  - j. Doctor/hospital based weight control programs
20. Do you cover Bariatric surgery?
21. If the HSA employer contribution is increased or decreased, what impact will that have on premium rates and how much?
22. If part, or all of the employer HSA is converted to an HRA contribution, what if any impact will this have on the medical premium rates, or funding levels?
23. Do you have any online benefit enrollment processes or software?

## Optional Benefit Changes

### Active employees – Management, faculty, support staff, and custodian:

\$6,500/\$13,000 Deductible, 100% coinsurance HDHP. This plan may be in addition to or replace one of the current HDHP's.

Increase the Dental annual maximum to \$1,200

Increase the Deductible from the current \$2,600/\$5,200 to \$2,700/\$5,400

## **SECTION V – QUESTIONNAIRE**

### **Section 125 And/Or Health Savings Account**

1. Are your administrative fees for the Section 125 charged per eligible active employee or only those active employees participating in the plan?
2. Is there a monthly administrative fee associated with the HSA? If the account is empty, is there an administrative fee charged?
3. For both Section 125 and HSA, what is your claim submission process? Are claims processed on a weekly, monthly, or quarterly basis?
4. For both Section 125 and HSA, what is your average turnaround time on claims submitted?
5. Are the enrollment forms generic or specific to the organization?
6. Can an employee be refused an HSA?
7. Do you offer online:
  - a. Employer website for reports and enrollment/changes/terminations
  - b. Participant account review
  - c. Participant Forms
8. Are there charges associated with your online services?
9. For both the Section 125 and HSA, do you offer a debit card? Is there a cost associated with the debit card and if so, what is the cost?
10. What is the banking arrangement and associated costs for the administration of the Section 125 account?
11. For both the Section 125 and HSA, are there other fees associated with the plan besides the monthly administrative and/or debit card cost? If so, what are they and the cost associated with them.
12. Are participant status reports sent out?
13. For HSA, how is the employer notified if an individual has exceeded the IRS allowed maximum contribution?
14. For HSA, what is your process for assisting employees with rolling over existing HSA balances?
15. For HSA, what investment options are available and at what level of account balance do they become available? Are there investment management fees associated with the accounts?
16. For Section 125, how is claim verification handled with debit card payments/purchases?
17. For Section 125, do you offer direct payment to providers?
18. For Section 125, what is your process for payment of grace period claims?
19. For Section 125, can you process claim run-out from 2021 plan year? If so, what is the cost?



## **SECTION VI – VENDOR PRICING**

WITC will leave it to the Vendor's discretion on the format chosen to submit pricing package(s).

## SECTION VII – SIGNATURE PAGE

### Compliance

Vendor agrees that their proposal complies with all the requirements outlined in the RFP: YES \_\_\_\_\_ NO \_\_\_\_\_  
(If there are any deviations or exceptions from specifications, conditions or statement of work, vendor is required to note those on a separate page and submit them with this proposal.)

### Addendum(s)

List Addendum Numbers you have received (if applicable) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

### Contracts

Is your company on any state or public agency cooperative purchasing contracts for the products and/or services indicated in this RFP? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, list name of contract(s) and contract number(s): \_\_\_\_\_

### Required Documents

All information requested by WITC should be attached to the proposal upon submission. Additional information or illustrative literature, if necessary, may also be included. If any of the documents identified as required below are not submitted by the due date and time, your proposal will be rejected. Completed RFP documents to be submitted to WITC as outlined in Section II, #6 and #26:

1. Required: Section IV – Scope of Work – Written Proposal
2. Required: Section V – Questionnaire
3. Required: Section VI – Vendor Pricing
4. Required: Section VII – Signature Page
5. Required: Section VIII – Qualified Vendor Certification
6. Required: Section IX – References
7. Optional: Section X – Cooperative Purchasing Agreement

### Vendor Signature

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Proposal and understand all provisions to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); if accepted by WITC, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

### Vendor Contact Information (please type or print clearly)

Company Name:

Name and Title of contact person:

Name and Title of proposer (if different from above):

Address: \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION VIII – QUALIFIED VENDOR CERTIFICATION FORM

The following questions shall be completed and submitted as part of your proposal response. Failure to provide required forms with your proposal will disqualify your proposal. Please see "Public Inspection of Proposals" in the Instructions to Vendors of this RFP document for information regarding Wisconsin open records laws.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Type of Firm    \_\_\_ Corporation    \_\_\_ Individual    \_\_\_ Partnership    \_\_\_ Other

(If "Other", explain \_\_\_\_\_)

If you are a corporation, what state are you incorporated in? \_\_\_\_\_

What year did your business begin? \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ (office and labor staff)

Average number of employees in your organization in the last 12 months: \_\_\_\_\_

**By submitting this proposal, I certify that I am qualified to provide the items and/or services outlined in this Request for Proposal. By placing my initials next to each statement, I attest to the following:**

- a. \_\_\_\_\_ Our company has been in business for at least 3 years.
- b. \_\_\_\_\_ Our company is an authorized dealer and service agency for any and all equipment or items provided.
- c. \_\_\_\_\_ Our company maintains a permanent place of business and is licensed to do business in the United States.
- d. \_\_\_\_\_ Our company is not presently on any lists maintained by the Wisconsin Department of Administration, or by any other State or the Federal Government, for debarment, suspension, or noncompliance for any violation of any kind, or related to any equal opportunity and/or affirmative action requirement.
- e. \_\_\_\_\_ Our company is authorized to sell the products being proposed in the RFP, with no claim or suspicion of any kind as to any patent or copyright infringements, or claims of actions pertaining thereto, that would be of a legal concern or issue to your company or to this public agency as it relates to laws regarding patents, copyrights, royalties, infringements, etc.
- f. \_\_\_\_\_ In connection with the performance of any work covered by this RFP, we agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual preference, or national origin.
- g. \_\_\_\_\_ The Vendor agrees it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of the employer and employee between the parties.

## SECTION IX – REFERENCES

*REFERENCES – Please provide the names of at least three (3) company references below (customers of similar size and support requirements to include Higher Education, Foundation):*

Company #1:  
Name and Title  
of contact  
person:

Address:    Street    City    State    Zip

Telephone:    Email Address:

Company #2:  
Name and Title  
of contact  
person:

Address:    Street    City    State    Zip

Telephone:    Email Address:

Company #3:  
Name and Title  
of contact  
person:

Address:    Street    City    State    Zip

Telephone:    Email Address:

Company #4:  
Name and Title  
of contact  
person:

Address:    Street    City    State    Zip

Telephone:    Email Address:

## SECTION X – COOPERATIVE PURCHASING AGREEMENT – Optional

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. **Participating in the service gives vendors opportunities for additional sales without additional bidding. Please be aware that your participation is voluntary.** Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

Interested municipalities will contact the contractor directly to place orders and are responsible for receipt, acceptance and inspection of goods directly from the contractor, and making payment directly to the contractor. WITC in serving as the lead agency initiating this cooperative purchasing program on behalf of other Municipalities, is not party to any disputes arising from purchases made by other municipalities, and is not liable for delivery or payment purchases made by other municipalities.

**I Agree** to make the products or services of this bid/proposal, as priced, for the period from \_\_\_\_\_ to \_\_\_\_\_ available to:

Wisconsin Municipalities (check all that apply):

- Wisconsin Technical Colleges
- University of Wisconsin System
- Wisconsin K – 12 Schools
- Wisconsin Municipalities (Non Educational) – please specify \_\_\_\_\_
- Within a certain region/section of the state – please specify \_\_\_\_\_

Indicate here if you would be willing to offer a discount to other public agencies that would “piggyback” and purchase additional items from your firm if a contract is awarded by WITC to your firm (ie: other public agencies “piggybacking” a competitively awarded contract rather than needing to issue their own RFP):

\_\_\_ % Discount if a second item/system is purchased or a second public agency purchases from the awarded contract.

\_\_\_ % Discount if a third item/system is purchased or a third public agency purchases from the awarded contract.

\_\_\_ % Discount if a fourth item/system is purchased or a fourth public agency purchases from the awarded contract.

By what date would other public agencies need to make a purchase from your firm before the price break policy expires:

\_\_\_\_\_

Note in your proposal any special conditions or provisions.

Indicate here if you agree that should a system-wide agreement be executed between the awarded Vendor and the Wisconsin Technical College System (WTCS), or any public cooperative contract agreement that the WTCS is authorized to utilize such as MICTA, NJPA, Federal GSA, etc., WITC shall have the option, when such lower price is available for use by the WTCS, to transfer their license and/or contracted pricing and avail themselves of the terms and conditions negotiated on their behalf in that agreement. Such transfer shall take place upon written acknowledgement from the awarded Vendor to the WITC.

**I Do Not Agree** to make the products/services of this bid/proposal available to Wisconsin Municipalities

Signature		Date (mm/dd/yyyy)	
Name (Type or Print)		Title	
		Email:	
Company		Tel: (    )	
		Fax: (    )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number <b>22-96400-CW-EMPLOYEEINS</b>	