State of Wisconsin

DOA-3261 (R08/2003)

s. 16.75, Wis. Statutes

**PROPOSALS MUST BE SEALED AND ADDRESSED TO:** [ ]  Remove from vendor list for this commodity/service. (Return this page only.)

|  |  |
| --- | --- |
| AGENCY ADDRESS: Department of Employee Trust Funds801 West Badger Road Madison, WI 53713-2526 | Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **ETB0032**. Late proposals shall be rejected. The soliciting purchasing office on or before the date and time that the proposal is due MUST date and time stamp proposals. Proposals dated and time stamped in another office shall be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal that is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Vendor should contact person named below for an appointment to view the ninety, 90, proposal record. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.  |
| REQUEST FOR PROPOSAL |
| THIS IS NOT AN ORDER | Proposals MUST be in this office no later than**May 9, 2012, 2:00 PM, CST** | Public Opening [ ]  |
| VENDOR (Name and Address)     | No Public Opening **X** |
| Name (Contact for further information)Mark Blank |
| Phone608.266.8989 | DateApril 19, 2012 |
| Quote Price and Delivery FOBHead Quarters – Madison WI      |
| Description |
| Request for Proposal (RFP) for the Department of Employee Trust Funds (ETF) for the Contract Program Staff RFP amendments, questions and answers will be posted on the ETF Website at <http://etfextranet.it.state.wi.us> and will not be mailed. |
| Payment Terms:       | Delivery Time:       |
| We claim minority bidder preference s. 16.75(3m) Wis. Stats.. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. The Wisconsin Department of Commerce must certify the bidder. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.  [ ] Yes [ ] No [ ] Unknown |
| We are a work center certified under s. 16.752 Wis. Stats. employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.  [ ] Yes [ ] No [ ] Unknown |
| Wis. Stats. s. 16.754 directs the State to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. [ ] Yes [ ] No [ ] Unknown |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.We will comply with all terms, conditions and specifications required by the State in this Request for Proposal and all terms of our proposal. |
| Name of Authorized Company Representative (Type or Print)      | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date      | Federal Employer Identification No.      | Social Security No. if SoleProprietor (Voluntary) |
|       |

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

**Request for Proposal ETB0032**

**Contract PROGRAM Staff**



##### Issued by the Department of Employee Trust Funds

Release Date: April 19, 2012

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# SECTION ABIDDING PROCEDURES AND REQUIREMENTS

## Part 1.0 RFP Information

*This section of the Request for Proposal (RFP) details the procedure the proposer must follow to submit a proposal, and the minimum requirements that the proposer must meet to be eligible for consideration.*

1.1 Introduction

This Request for Proposal (RFP) is issued by the Department of Employee Trust Funds (ETF) for the purpose of soliciting proposals for multiple postions including but not limited to Coordinators, Liaisons, Program Specialists and Assistants.

ETF administers retirement and other benefit programs for state and local government employees and retirees. Responsibilities include policy development and implementation of:

* health;
* life;
* disability;
* long-term care insurance;
* accumulated sick leave conversion credit;
* employee reimbursement account; and
* commuter benefit programs.

ETF is responsible for:

* developing and implementing retirement policies and services for the members of the retirement system;
* calculating and paying retirement and related benefits;
* developing and implementing the necessary policies, training and support for employers participating in the benefit programs;
* collecting and reconciling data on all active members of the retirement system; and
* providing annual statements to those who are not receiving benefit;
* interpreting related state and federal legislation; and
* overseeing the Wisconsin Deferred Compensation Program.

The proposed candidate(s) will assist in the continued development, testing, and implementation of ETF projects as well as support existing systems and processes.

**1.2 Procuring and contracting agency**

This RFP is issued for the State of Wisconsin by the Department of Employee Trust Funds. The Department is the sole point of contact for the State in the selection process.

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

 Express delivery: Mail delivery:

Mark Blank Mark Blank

ETB0032 etb0032

Dept. of Employee Trust Funds DEPT. OF EMPLOYEE TRUST FUNDS

 801 West Badger Road PO Box 7931

 Madison, WI 53713-2526 Madison WI 53707-7931

 Telephone: 608/266-8989

 FAX: (608) 267-0633

 E-mail: etfprocurement@etf.state.wi.us

* 1. Definitions

The following definitions are used throughout the RFP:

Department means the Wisconsin Department of Employee Trust Funds (ETF).

ETF means the Wisconsin Department of Employee Trust Funds.

MEB means myETF Benefits. myETF Benefits is an automated system for the eligibility, enrollment, and invoicing of the State of Wisconsin’s Group Health Insurance program for state and local employers. The system provides service to health insurance subscribers, carriers, and employers in the areas of: health plan contract administration, monitoring trends, planning and policy development, monitoring cost and enrollment trends, and premium invoicing.

Proposer/vendor means a firm submitting a proposal in response to this RFP.

RFP means Request for Proposal.

Vendor or proposer means the legal entity submitting a proposal

State means State of Wisconsin.

WRS means Wisconsin Retirement System

Please see the glossary on the ETF home page at: <http://etf.wi.gov/glossary.htm> for further definitions.

1.4 Clarification of the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before the date identified in *Part 1.7*, to the individual identified in *Part 1.2*.

Proposers are expected to raise any questions they have concerning the RFP at this point in the process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the individual identified in *Part 1.2* of such error and request modification or clarification of this RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be published on the Department’s Extranet at <http://etfextranet.it.state.wi.us/> which is part of the Department’s Web site.

1.5 Vendor conference

 If the Department decides to hold the vendor conference, a notice will be posted on the ETF web site referenced in section 1.1. Note that unless this notice is posted, no conference will be held. The conference is an opportunity to ask questions. All bidders who intend to respond to this RFB are encouraged to attend the vendor conference either in person or via a telephone conference call should one occur. Representatives will be limited to two per vendor.

 Only written responses will bind ETF. ETF will prepare written responses by the date identified in [section 1.7](#SectionAPart1p7)*.* Responses to all questions submitted will be published to the Department’s Web site in [section 1.1](#SectionAPart1p2).

1.6 Reasonable accommodations

ETF will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you will need accommodations at the vendor conference, contact the individual identified in *Part 1.2.*

1.7 Calendar of Events

Listed below are important dates and times by which actions related to this RFB must be completed. In the event that the Department finds it necessary to change any of these dates and times, it will do so by issuing a supplement to this RFP via the ETF Extranet. No other formal notification will be issued for changes in these dates.

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| April 19, 2012 | Issue RFP |
| April 24, 2012 | Letter of Intent due |
| May 1, 2012 | Written questions due |
| May 1, 2012 | Post answers to ETF Extranet <http://etfextranet.it.state.wi.us> |
| May 9, 2012 | RFP due from Vendors 2:00 CST |
| July 1, 2012  | Contract start date |
|  |  |

1.8 Letter of Intent

 A letter of intent indicating that a bidder intends to submit a response to this RFB should be submitted to the Department by the date indicated in [section 1.7](#SectionAPart1p7). In the letter, identify the bidder's organization and give the name, location, telephone number, fax number and e-mail address of one or more persons authorized to act on the bidder’s behalf. Bidders should submit the letter of intent via e-mail to the address in [section 1.2](#SectionAPart1p2). The letter of intent does not obligate the bidder to submit a response.

1.9 Contract term and funding

The contract term for administrative services will be for one (1) year with 4 one year extensions. The implementation start date will be approximately July 1, 2012. Cost increases for any contract renewals may be capped at the rate of inflation from the contract effective date to the most recent month available before the renewal date as measured by the National (U. S. City Average) consumer price index for all urban consumers (CPI-U), all items, index base period 1982-84=100, not seasonally adjusted, unless justified by the contractor and otherwise agreed to by the Department.

By mutual agreement of the Department and vendor the contract may be extended by four (4) 1-year extensions.

* 1. **VendorNet**

The State of Wisconsin’s purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at http://vendornet.state.wi.us to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over $50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at $50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

* 1. **Criminal Background Verification**

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

**1.12 Financial Stability Verification**

High scoring vendors may be asked to substantiate their financial stability. This includes furnishing a copy of your company’s audited financial statements from the last two years. The Department reserves the right to request additional information to verify your company’s financial status.

**1.13 Business Associate Agreement**

A Business Associate Agreement may be entered into with the vendor and ETF at the time a contract is issued. It is the intention of the Agreement to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning the privacy, security and transaction standards on the confidentiality of personal information.

## Part 2.0 Preparing and Submitting a Proposal

2.1 General Instructions

The evaluation and selection of a vendor will be based on the information submitted in the proposal, references, any required presentations, and responses to requests for additional information or clarification.

Failure to respond to each of the requirements in *Sections B, C, and D* of this RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring costs

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

2.3 Submitting the proposal

 Vendors must submit an original and four (4) paper copies and an electronic copy on a CD by the deadline in [section 1.7](#SectionAPart1p7) to the address in [section 1.2](#SectionAPart1p2).

 Bids must be time-stamped by the Department by the stated time or they will not be accepted. For purposes of this RFB, receipt of a bid by the state mail system does not constitute receipt of a bid by the Department.

 All bids must be packaged, sealed, and show the following information on the outside of the package:

 Bidder’s Name and Address

 Title: RFB ETB0032

 Bid Due Date

**An original plus two (2) copies of the cost proposal must be sealed and submitted as a separate part of the proposal.** The cost proposal must be packaged, sealed and show the following information on the outside of the package:

* Proposer's name and address
* Cost proposal title: Cost Proposal, Contract Program Staff
* RFP number: ETB0032
* Due Date:

2.4 Proposal organization and format

 Bid should be typed and submitted on 8.5 by 11-inch paper and bound securely.

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

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

a) PROPOSER CHECKLIST: Complete the proposer checklist provided as *Appendix A* to this RFP and include it with your proposals.

b) Tab 1 - TRANSMITTAL LETTER: A signed transmittal letter must accompany the proposal. The transmittal letter must be written on the vendor’s official business stationery and signed by an official that is authorized to legally bind the vendor. Include in the letter:

1. Name and title of proposer’s representative;
2. Name and address of company;
3. Telephone number, fax number, and e-mail address of representative;
4. RFP number and Title:  *ETB0032 – RFP Contract Program Staff;*
5. A brief statement indicating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement indicating why the firm believes it is best qualified to provide services.

c) Tab 2 – REQUIRED FORMS

The vendor must complete and/or include the following required State of Wisconsin forms:

1. Proposer’s Checklist – *Appendix A*
2. Mandatory Requirements – *Appendix B*.

2. Designation of Confidential and Proprietary Information – *Appendix C.*

3. Standard Terms and Conditions *– Appendix D.*

5. Vendor Information Sheet – *Appendix E* (DOA-3477).

6. Vendor Reference Sheet – *Appendix E* (DOA-3478). The vendor must provide three (3) references. The Department will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be used in scoring proposals as explained in *Part 3.0, Proposal Review and Award Process*.

*7.* Privacy of Personal Data/Mitigation of Privacy Breach -- *Appendix F*.

d) Tab 3 - RESPONSE TO PROPOSAL QUESTIONS AND STATEMENTS: Provide a point-by-point response to each and every proposal question in the sections of this RFP outlined below. Responses to questions must restate the question or statement and be in the same sequence and numbered as they appear in this RFP. Use tab separations for each section. Provide a succinct explanation of how each requirement is addressed.

e) Tab 4 – RESPONSE TO PROPOSAL QUESTIONS AND STATEMENTS

* Section C—Position Requirements.

**f) Separate Sealed Envelope** - COST INFORMATION: Provide cost information on the cost worksheet in Attachment 1. **No mention of the cost proposal may be made in any other part of the response to this RFB.**

2.5 Multiple Proposals

Multiple proposals from a vendor are not permissible.

2.6 Contacting Vendor References and Conducting Site Visits

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

## Part 3.0 Proposal Review and Award Process

3.1 Preliminary evaluation

Proposals will initially be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements as stated in *Appendix B* or to follow the required instructions for completing the proposal may result in the rejection of the proposal.

3.2 Proposal Scoring and Selection Process

Accepted proposals will be reviewed by the Committee and scored against the stated criteria. A vendor may not contact any member of the Committee except at ETF’s direction. The Committee will review references of the vendor and resumes of potential candidates the vendor will provide to fill the positions or resumes of individuals placed in similar positions within the last two years and will use the results in scoring the proposals. Proposals will be evaluated in two phases according to the points assigned in *Section 3.3*.

**Phase One** – Phase one will consist of the evaluation of written proposals.

The Committee will score the written proposals based on the results of vendor demonstrations and reference checks and/or site visits, plus, the scoring results of evaluating resumes of potential candidates for the positions the vendor has available or resumes of staff the vendor has placed in similar positions during the past two years. The Committee will perform reference checks of the vendor. By submitting a proposal in response to this RFP, the vendor grants rights to ETF to contact or arrange a visit with any or all of the vendor’s clients and/or references. After the scoring of written proposals in phase one, any vendor that does not have at least 250 points may be eliminated from further consideration. The Committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

**Phase Two** –Scoring of cost proposals will be tabulated. Cost proposals will only be considered for the top scoring vendor(s) selected in phase two. The most points (500) will be awarded to the proposal with the total lowest cost per hour. Other cost proposals will be assigned points that are proportional to their cost relative to the lowest cost proposal. For example, if the lowest cost proposal is $125, it would receive 500 points. A cost proposal of $145 (20% higher) would receive 400 points (20% less).

 500 Points X (Lowest Cost / Your Cost) = Your Cost Score

ETF will select the highest scoring proposal based on the points awarded for overall responsiveness to ETF’s requirements and for cost. The Committee has the right to rely on any proposal narrative; submitted supporting materials; vendor reference checks; resumes of potential or candidate’s placed in similar positions in the last two years provided by the vendor depicting their skills, knowledge, and experience; the cost proposal provided by vendors in their proposals; or clarifications provided by the vendor. The vendor is responsible for any proposal inaccuracies, including mathematical errors or incorrect extension of any calculations leading to the vendor’s cost proposal. ETF reserves the right to contact any or all vendors to request additional information for purposes of clarification of RFP responses.

3.3 Evaluation criteria

The proposals will be scored using the following criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Weight** | **Section(s)** | **Points** |
| Vendor Background, Potential or Similar Candidate’s Skills and Knowledge | 50% | B and C | 500 |
| Cost Proposal | 50% | D | 500 |
| Total | 100% |  | 1000 |

3.4 Oral presentations

The proposer may be required to provide a personal interview with the Department staff. Failure of a proposer to make a presentation to the Department on the date scheduled or to respond to requests for additional written information may result in rejection of the submitted proposal.

3.5 Right to reject proposals and negotiate contract terms

This RFP does not commit ETF to award a contract, or pay any cost incurred in the preparation of a proposal in response to this RFP.

ETF reserves the right to reject any and all proposals. ETF may negotiate the terms of the contract, including the award amount, with the selected vendor prior to entering into a contract. ETF reserves the right to add contract terms and conditions to the contract during the contract negotiations.

3.6 Award

The contract will be awarded to the highest scoring vendor.

3.7 Notice of Award

All vendors who respond to this RFP will be notified of the Departments intent to award the contract as a result of this RFP.

**3.8** **Appeals Process**

The appeals procedure applies only to those requests for bids/proposals for services that are over $50,000. Notices of intent to protest and protests must be made in writing. Written protests must be as specific as possible and must identify statutes and the Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the award of a contract must be filed with Robert Conlin, Secretary, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, and received in that office no later than five (5) working days after the notices of the intent to award are issued. A copy of the notice of intent to protest must also be sent to the purchasing officer in *Section 1.2.*

The written protest must be received in the Secretary’s Office at the above address no later than ten (10) working days after the notices of the intent to award are issued. A copy of the written protest must also be sent to the purchasing officer at address listed in section 1.2.

The decision of the Secretary may be appealed to the Secretary of DOA within five (5) working days of issuance, with a copy of such appeal sent to the RFP manager. The appeal must allege a violation of a statute or a provision of a Wisconsin Administrative Code.

# Section BProposer Qualifications

The information contained in this section provides the basis for determining the proposer’s capability to provide qualified staffing to fulfill the position description requirements for a Health Insurance Program Coordinator and three (3) Health Insurance Program Assistants. Responses to the following requirements must be in the same sequence and numbered as they appear in the RFP. Provide a succinct explanation of how each requirement is addressed.

## Part 1.0 Organization Capabilities

The proposer must provide details of experience providing staffing that is relevant to fulfill the requirements of the position Coordinator and Specialist, Employer Education, Liaison and Program Assistants and must explain how that experience is relevant.

The proposer must describe their experience and capabilities in providing staffing in a similar related production environment. Response should identify the following:

1.1 Staffing experience to be covered in this section. This section must include, but is not limited to, descriptions of the proposer's corporate experience with providing staffing to meet the requirements of:

 a) Performing reconciliation of data between health insurance database systems.

b) Providing user services in respect to development and operational issues.

 c) Updating data to health insurance information systems.

 d) Auditing and validating health insurance enrollment information.

1.2 A limited narrative describing the relationship between staffing the Coordinator and Specialist, Employer Education, Liaison and Program Assistants positions and the firm's other contracts, and how the other contracts will not limit the ability to perform this contract.

1.3 Describe if, for any reason, you have had a contract terminated or canceled prior to contract completion during the past five years. Describe all such incidents, including the other party’s name, address, and telephone number. ETF will evaluate the facts and may, at its sole discretion, reject the vendor’s proposal if the facts indicate that completion of a contract resulting from the RFP may be jeopardized by selection of the vendor. If no such terminations or cancellations have been experienced in the past five years, the vendor must so state.

## Part 2.0 Staff Qualifications

2.1 The proposer must provide a resume of potential candidates or a resume of staff the proposer has previously placed in similar positions within the last two years. The response should provide evidence of the proposer’s ability to supply personnel with the skills and knowledge required to perform the duties and responsibilities as described in other sections of this RFP, including Section C.

## Part 3.0 Vendor References

*Selected organizations may be contacted to determine the quality of work performed. The results of the reference check will be provided to reviewers and used in scoring the written proposal.*

3.1 Proposers must include a list of at least three organizations including points of contact. At least one reference from a retirement system or health insurance company is preferred. References should relate directly to the type of work described in this RFP. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

For each experience, the proposer must supply the customer name, customer reference individual(s), including telephone numbers, e-mail addresses, and the time period of the contract.

The proposer must provide details of experience that is relevant and must explain how that experience is relevant. It is the responsibility of the proposer to ensure reference names, addresses, and telephone numbers, and e-mail addresses are current.

The ETF reserves the right to contact other states, agencies, or individuals, even if not listed as references in the proposal.

## Part 4.0 Key Personnel and Personnel Changes

4.1 Contractor shall furnish ETF with a means of identifying all key personnel assigned to perform work under the contract and furnish ETF with security credentials on these personnel, if requested.

4.2 Replacement of personnel who have terminated employment with the contractor shall be with persons of equal ability and qualifications. ETF shall have the right to conduct separate interviews of proposed replacements for personnel. ETF shall have the right to approve, in writing, the replacement of personnel.

4.3 Any of the contractor’s staff that ETF deems unacceptable shall be promptly and without delay removed by the contractor and replaced by the contractor with another employee possessing acceptable experience and skills. All replacement staff will be subject to the prior approval of ETF.

# Section CPosition Requirements

*Section E. provides program history and an outline of the functions the Department provides. Provide a written response that reflects your understanding of the program requirements, the processes and procedures that will be used to ensure the requirements will be met, and your company’s experience in providing the required services.*

*Scoring will be based on the ability of the respondent to meet the needs of each position.*

**Please see Appendix G for the position descriptions.**

# Section DCost Proposal

**RFP ETB0032**

**Contract PROGRAM Staff**

|  |  |
| --- | --- |
| **State of Wisconsin RFP ETB0032** |  |
| **Contract Program Staff**  |  |
|  |  |  |
| **Bidder Name:** |  |  |
| **Submitted By:**  |  |  |
|  | **Title** | **Hourly Bill Rates** |
| **Part** |  | **Regular** |
|  1.0 | HICS Program Coordinator |   |
|  2.0 | HICS Program Specialist |   |
|  3.0 | Coordinator |   |
|  4.0 | Specialist |   |
|  5.0 | Board Liaison |   |
|  6.0 | Employer Education |   |
|  7.0 | Program Assistant |   |
|  8.0 | Employer Services Program Assistant |   |
|   | ***Total\**** | ***$0.00*** |

**\**Total all hourly bill rates; cost proposal based on Section A, 3.2.***

# Section EProgram Information

**Health Insurance Program**

The Department administers the State and Public Employers’ Group Health Insurance Programs for all state employers and a number of local employers (county, municipal, school districts, special districts). ETF contracts with a number of health plans across the state and a pharmacy benefit manager to provide coverage for those enrolled in the programs. State and local employers act as agents for the programs, meaning that employers can add, change, or terminate their employees’ health coverage using the myETF Benefits system. ETF uses both permanent and contract staff to handle customer service inquiries with employers, employees, and the health plans and to complete the required tasks associated with the administration of the programs.

**Employer Education**

The Division of Insurance Services manages the benefit programs for the Department, including Health, Life, Income Continuation, and Long-term Disability Insurance. The Division utilizes e-learning to provide information to its employers and members on various topics related to these programs, including how to correctly complete forms, use the myETF Benefits system, and changes to the programs. Additionally, the employer education specialist communicates with employers on a number of benefit-related topics, including the annual It’s Your Choice open enrollment period for health insurance.

**Retirement Services**

Division of Retirement Services is responsible for developing and implementing retirement policies and services for the members of the retirement system. Calculates and pays retirement and related benefits. Develops & implements the necessary policies, training and support for employers participating in the benefit programs. Collects and reconciles data on all active members of the retirement system and provides annual statements to those who are not receiving benefits. Interprets related state and federal legislation and oversees the Wisconsin Deferred Compensation Program.

**Governing Boards**

There are five Boards of Trustees associated with the Wisconsin Department of Employee Trust Funds. The Boards set policy and review the overall administration of the benefit programs provided for state and local government employees. The five Boards are Employee Trust Fund Board; Group Insurance Board, Deferred Compensation Board; Wisconsin Retirement Board, and the Teachers Retirement Board. The Board Liaison assists the Department with coordinating meetings; administrative duties associated with meeting preparation and meeting wrap up.

# Appendix AProposer’s Checklist

**RFP ETB0032**

**Mandatory –**

**This appendix must be completed with proposal.**

( ) 1. TRANSMITTAL LETTER

( ) 2. AGREEMENTS

Appendix A – Proposer’s Checklist

Appendix B – Mandatory Requirements

Appendix C – Designation of Confidential and Proprietary Information

Appendix D – Standard Terms and Condition and Supplemental Standard Terms and Conditions for Procurements for Services

Appendix E – Vendor Information and Reference Sheets

Appendix F – Privacy of Personal Data and Mitigation of Privacy Breach

( ) 3. RESPONSE TO SECTION B BIDDER QUALIFICATIONS

( ) 4. RESPONSE TO SECTION C POSITION REQUIREMENTS

( ) 5. RESPONSE TO SECTION D COST PROPOSAL

PROPOSING VENDOR NAME: DATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED REPRESENTATIVE;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Appendix BMandatory Requirements

**RFP ETB0032**

**This appendix must be completed with proposal.**

***The following requirements are mandatory and must be met by all vendors submitting proposals. Failure to comply with one or more of the mandatory requirements may disqualify the proposal. However, if you disagree with any of the statements below, ETF may consider your proposal provided the issue is addressed in Section A, Part 2.4(b), Transmittal Letter.***

|  |
| --- |
|  ETB0032 MANDATORY REQUIREMENTS |
|  | **Check One** |
| **Agree** | **Disagree** |
| 1. The vendor has no conflict of interest with regard to any other work performed by the firm for the State of Wisconsin. |  |  |
| 2. The vendor adheres to the instructions in this RFP on preparing and submitting the proposal. |  |  |
| 3. The vendor has not been suspended or prohibited from performing government work. |  |  |
| 4. The vendor has not been the subject of any disciplinary action or inquiry during the past five years. |  |  |
| 5. The vendor has provided at least three references for each program as requested in Appendix E.  |  |  |
| 6. The vendor agrees to meet all contractual requirements as stated in this RFP, including all Appendices. |  |  |

# Appendix CDesignation of Confidential and Proprietary Information

**RFP ETB0032**

**Mandatory –**

**This appendix must be completed with proposal.**

The attached material submitted in response to Proposal # ETB0032 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal be treated as confidential material and not be released without our written approval.

Prices always become public information when proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The State considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Designation of Confidential and Proprietary Information

We request that the following pages from our response to Proposal ETB0032 not be released (indicate Section, Page # and Topic):

| Section | Page # | Topic |
| --- | --- | --- |

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| Company Name |  |  |  |
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| Authorized Representative |  |  |  |
|  |  | Signature |  |
|  |  |  |
| Authorized Representative |  |  |  |
|  |  | Type or Print |  |
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| Date |  |  |  |
|  |  |  |

This document can be made available in accessible formats to qualified individuals with disabilities.

# Appendix DStandard Terms and Conditions

**RFP ETB0032**

**Standard Terms and Conditions**

***and***

**Supplemental Standard Terms**

**And Conditions for**

**Procurements for Services**

Vendor agrees to the Terms and Conditions as stated in this Appendix D. Exceptions must be listed in the transmittal letter as required in Section A, Part 2.4

Wisconsin Department of Administration

Chs. 16, 19, 51

DOA-3054 (R10/2005)

**Standard Terms and Conditions (Request for Bids / Proposals)**

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

**2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and excep­tions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter­head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifica­tions and the bidders/proposers shall be held liable.

**3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

**4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

**5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**6.0 PRICING AND DISCOUNT:** The State of Wisconsin quali­fies for governmental discounts and its educational institu­tions also qualify for educational discounts. Unit prices shall reflect these discounts.

**6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

**6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be indus­trywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other con­ditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

**7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

**8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

 Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

**9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

**10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

**11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

 A good faith dispute creates an exception to prompt payment.

**12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

 The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors perform­ing construction activities are required to pay state use tax on the cost of materials.

**13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

**14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attach­ments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or dele­gated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certi­fied under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including appren­ticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the contractor. An exemp­tion occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employ­ment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recov­erable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor perform­ing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and prop­erty damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifica­tions of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicita­tion, submission, review, and approval of procurement activities.

 Bid/proposal openings are public unless otherwise speci­fied. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. 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.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, docu­mentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Informa­tion form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appro­priate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

 State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled mate­rials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi­cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state offi­cial or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

1. **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
2. **WORK CENTER PROGRAM**: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE**: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin Division of Agency Services

Department of Administration Bureau of Procurement

DOA-3681 (01/2001)

ss. 16, 19 and 51, Wis. Stats.

**SUPPLEMENTAL STANDARD TERMS AND CONDITIONS**

**For PROCUREMENTS FOR SERVICES**

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The con­tents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organi­zation, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competi­tion, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procure­ment or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organi­zation responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not partici­pate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provi­sion, in writing, if those activities of the potential con­tractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual’s services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

**6.0 CONFLICT OF INTEREST:** Private and non‑profit corpora­tions are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

# Appendix EVendor Information and Reference Sheets

**RFP ETB0032**

**Mandatory –**

**This appendix must be completed with proposal.**

STATE OF WISCONSIN

DOA-3477 (R05/98)

Vendor INFORMATION

|  |  |  |
| --- | --- | --- |
| 1. | BIDDING / PROPOSING COMPANY NAME  |  |
|  | FEIN |  |  |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | Email Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 2. | Name the person to contact for questions concerning this bid / proposal. |
|  | Name |  | Title |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | Email Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 3. | Any vendor awarded over $50,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan. |
|  | Name |  | Title |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | Email Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 4. | Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings. |
|  | Name |  | Title |  |
|  | Phone | ( ) | Toll Free Phone | ( ) |
|  | FAX | ( ) | Email Address |  |
|  | Address |  |
|  | City |  | State |  | Zip + 4 |  |
|  |  |
| 5. | CEO / President Name |  |

*This document can be made available in accessible formats to qualified individuals with disabilities.*

 **vendor Reference**

|  |  |  |
| --- | --- | --- |
| State of WisconsinDOA-3478 (R12/96) |  |  |
| FOR VENDOR: |  |
|  |
|  |
| Company Name |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Product(s) and/or Service(s) Used  |  |
|  |  |
|  |
| Company Name |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |  |
|  |
| Product(s) and/or Service(s) Used  |  |
|  |  |
|  |
| Company Name |  |  |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No |  |
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| Product(s) and/or Service(s) Used  |  |
|  |  |
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| Company Name |  |
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|  |
| Contact Person |  | Phone No. |  |
|  |
| Product(s) and/or Service(s) Used  |  |
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*This document can be made available in accessible formats to qualified individuals with disabilities*.

#

# Appendix FPrivacy of Personal Data and Mitigation of Privacy Breach

**RFP ETB0032**

**Vendor agrees to the terms of the privacy requirements as stated in this Appendix F. Exceptions must be listed in the transmittal letter as required in Section A, Part 2.4.**

PRIVACY OF PERSONAL DATA and MITIGATION OF PRIVACY BREACH

In the course of providing services as set forth in the proposal, the contractor may have access to extensive personal information regarding participants in the Wisconsin Retirement System (WRS) and other persons who receive health insurance benefits through the Department of Employee Trust Funds. The vendor whose proposal is accepted must comply with the provisions of this appendix.

It is the intent of this appendix to set forth privacy requirements of the vendor in carrying out the **Health insurance program coordinator and the health inSUrance program assistants for the health insurance and complaint system (hics)** ("Underlying Contract") in addition to those set forth in the proposal and mitigation requirements of the vendor in the event of a data breach. The appendix uses terms defined in the Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 to 164) as well as Wisconsin Law. This Agreement also addresses compliance with Wisconsin laws on confidentiality of Personal Information.

**DEFINITIONS**

As used in this appendix, the words and terms defined in this section, unless the context otherwise requires, have the meanings ascribed to them in this section.

“**Individual Personal Information**” has the meaning set forth in Wis. Admin. Code § ETF 10.70 (1).

“**Medical Record**” has the meaning set forth in Wis. Admin. Code § ETF 10.01 (3m).

“**Personal Information**” has the meaning set forth in Wis. Stat. § 134.98.

“**Protected Health Information**” has the meaning set forth in 45 C.F.R. § 160.103.

“**User Account Information**” means log on information for ETF databases and systems.

#### OBLIGATIONS OF VENDOR

1. **AUTHORIZED USES AND DISCLOSURES:** The vendor may use or disclose Personal Information or Protected Health Information it creates for, receives from or is provided access to by ETF or any business partner of ETF only for the purposes of carrying out the Underlying Contract.
2. **PROHIBITED USES AND DISCLOSURES:** The vendor will neither use nor disclose Personal Information or Protected Health Information it creates for, receives from or is provided access to by ETF or any business partner of ETF except as authorized or required by this appendix, the Underlying Contract or as required by law or authorized in writing by ETF.
3. **COMPLIANCE WITH REGULATIONS:** The Vendor will comply with all applicable state and federal laws relating to privacy of information, including, without limitation, Wis. Stats. §§ 40.07 and 134.98. In particular, the Vendor shall not disclose to any third party Individual Personal Information which ETF may not disclose pursuant to Wis. Stat. §40.07(1) or Medical Records that ETF may not disclose pursuant to Wis. Stat. §40.07(2).
4. **INFORMATION SAFEGUARDS:** The vendor will develop, implement, maintain and use reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of User Account Information, Personal Information, Protected Health Information, any information accessed with User Account Information under the control of the vendor and to prevent prohibited use or disclosure of User Account Information, Personal Information or Protected Health Information. The vendor will document and keep these safeguards current and furnish documentation of the safeguards to ETF upon request.
5. **REPORTING OF IMPROPER USE OR DISCLOSURE AND BREACHES**:
6. The vendor will report to ETF any use or disclosure of Individual Personal Information, Medical Records, Personal Information or Protected Health Information under the control of the vendor not allowed by this agreement at the time the vendor learns of such prohibited use or disclosure.
7. The vendor will report to ETF any security incident of which the vendor becomes aware that directly and materially involves User Account Information, Personal Information, Medical Records or Protected Health Information under the control of the vendor within three (3) business days after becoming aware of the incident. For the purposes of this subsection, “directly and materially involves” means direct access to Personal Information, Individual Personal Information, Medical Records or Protected Health Information under the control of the vendor that is not allowed by the underlying contract or this appendix.
8. **DUTY TO MITIGATE EFFECT OF MISUSE OR UNAUTHORIZED DISCLOSURE AND NOTIFY MEMBERS OF UNAUTHORIZED ACQUISITION:**
9. The vendor will mitigate, to the extent practicable, any harmful effect that is known to the vendor of improper use, unauthorized disclosure or security incident reported pursuant to subsection E of this section. If ETF determines that the provision of credit-monitoring services is necessary to mitigate the misuse, unauthorized disclosure or security incident, the vendor will bear the full cost of the provision of these services.
10. The vendor will comply with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches, and shall ensure that any subcontractor or agent with whom it contracts to carry out the provisions of the underlying contract also complies with the provisions of Wis. Stat. §134.98 and any subsequently adopted law regarding mitigation of privacy breaches.
11. **MINIMUM NECESSARY:** The vendor will make reasonable efforts to use, disclose, access or request only the minimum amount of information necessary to carry out the underlying contract. Internal disclosure, access to and use of such information by employees of the vendor shall be limited to those employees who need the information and only to the extent necessary to perform their responsibilities according to the underlying contract and this appendix.

**H. DISCLOSURE TO SUBCONTRACTORS AND AGENTS:** The vendor shall require all of its agents or subcontractors to provide reasonable assurance, evidenced by written contract, that the agent or subcontractor will comply with the same privacy and security obligations as the vendor with respect to the underlying contract and this appendix.

# Appendix GPosition Requirements

**RFP ETB0032**

## Part 1.0 Position Summary – Health Insurance Program Coordinator

Under general supervision, this position performs reconciliation of data between the myETF Benefits (MEB) system, health plans, and employers, while serving as contact for health plans for Full File Compare requests. The person serves as the user contact for ETF staff and health insurance contract staff for MEB system updates and MEB systemic problems. The position plans, assigns, reviews, and guides the work activities of health insurance contract staff. Resolve complex questions from staff, participants, health plans, or employers relating to the health insurance program. The person also effectively communicates eligibility and benefits available during meetings with staff, telephone conversations, and in writing. This requires a significant portion of the workday spent addressing inquiries from participants, employers, and health plans. The incumbent must possess exceptional public relations and customer service skills. The person will also provide contract staff training when required. This position provides ongoing problem identification and resolution assistance to the section chief regarding the health insurance program. The incumbent completes MEB file reads as requested. And the person performs functions related to the processing and auditing of health insurance applications and validation of applications and monthly coverage reports submitted by participating employers.

This position requires the knowledge and skills to use mainframe and PC base systems for inquiry and update purposes, to complete file reads and queries, prepare statistical reports, create exception reports, write test plans, and document systematic problems and to write procedures. This position requires the ability to interpret statutes and contract requirements. Excellent oral, written and interpersonal communication skills are required.

*Experience, Knowledge and Skills – Health Insurance Program Coordinator*

1. Experience researching and interpreting statutes, administrative code, contracts and policies relating to benefit plans.
2. Experience with mainframe and PC based systems.
3. Experience using a variety of computer software packages and database management tools such as; Word, Excel, Access, Secure FTP, and ANSI file formats.
4. Experience completing file reads and queries, preparing statistical reports, exception reports, writing test plans, documenting systematic problems, and drafting test plans.
5. Effective oral and written communication skills.
6. Experience writing and executing test plans based upon user requirements and documenting the results.
7. Experience performing data analysis and reconciliation; including the preparation of statistical exception reports.
8. Experience organizing and providing training.
9. Strong data entry skills.
10. Customer service experience.
11. Experience as a Team Leader or Lead worker.
12. Strong organizational skills.
13. Ability to exercise independent judgment in the performance of duties.
14. Strong research and analytical skills.
15. Knowledge of HIPPA transaction standards.
16. Knowledge of Wisconsin and federal laws, and regulations regarding security and privacy including but not limited to HIPPA.
17. Ability to meet tight deadlines.
18. Experience applying health insurance business rules.

## Part 2.0 Position Summary – Health Insurance Program Specialist

Under limited supervision by the Insurance Administration Bureau Supervisor, this position provides detailed or general information about the benefit programs and plans administered by the Division of Insurance Services and the myETF Benefits system administered by the Department of Employee Trust Funds. This position analyzes employer records and other Department data systems to troubleshoot problems and effectively communicates solutions via telephone, email, and other written correspondence. The majority of the workday is spent responding to employer inquiries via telephone and email. This position requires exceptional skills in analysis, oral and written communications, customer service, computer skills, and interpersonal relations.

*Experience, Knowledge and Skills – Health Insurance Program Specialist*

1. Knowledge of research methods and techniques.
2. Effective analytical skills.
3. Ability to work in either a call center or telephone help desk environment.
4. Effective oral and written communication skills.
5. Knowledge of state and federal laws, rules and regulations governing insurance programs.
6. Interpersonal skills.
7. Knowledge of effective customer service methods and techniques.
8. Organizational and time management skills.
9. Ability to set priorities.
10. Knowledge of problem solving methods and techniques.
11. Ability to interpret Wisconsin statutes, administrative rules, contracts, and policies related to health insurance benefit programs.
12. Experience with mainframe and PC-based systems.
13. Experience using a variety of computer software packages and database management tools such as; Word, Excel, Access, Secure FTP, and ANSI file formats.
14. Ability to accurately enter data into a browser-based system.
15. Knowledge of standards and protocol for writing procedures.
16. Knowledge of literature, development, trends, tools, and techniques in adult training.
17. Knowledge of adult education principles.
18. Knowledge of training needs assessment techniques.

## Part 3.0 Position Summary – Coordinator

Under general supervision, this position performs reconciliation of data between with health plans, retirements plans and employers, while serving as contact for ETF. The person serves as the user contact for ETF staff and program contract staff for ETF system updates and ETF systemic problems. The position plans, assigns, reviews, and guides the work activities of contract staff. Resolve complex questions from staff, participants, health plans, or employers relating to the health insurance program. The person also effectively communicates eligibility and benefits available during meetings with staff, telephone conversations, and in writing. This requires a significant portion of the workday spent addressing inquiries from participants and employers. The incumbent must possess exceptional customer service skills. The person will also provide contract staff training when required. This position provides ongoing problem identification and resolution assistance to the supervisor.

This position requires the knowledge and skills to use mainframe and PC base systems for inquiry and update purposes, to complete file reads and queries, prepare statistical reports, create exception reports, write test plans, and document systematic problems and to write procedures. This position requires the ability to interpret statutes and contract requirements. Excellent oral, written and interpersonal communication skills are required.

*Experience, Knowledge and Skills –Coordinator*

1. Experience researching and interpreting statutes, administrative code, contracts and policies relating to benefit plans.
2. Experience with mainframe and PC based systems.
3. Experience using a variety of computer software packages and database management tools such as; Word, Excel, Access.
4. Experience completing file reads and queries, preparing statistical reports, exception reports, writing test plans, documenting systematic problems, and drafting test plans.
5. Effective oral and written communication skills.
6. Experience writing and executing test plans based upon user requirements and documenting the results.
7. Experience performing data analysis and reconciliation; including the preparation of statistical exception reports.
8. Experience organizing and providing training.
9. Strong data entry skills.
10. Customer service experience.
11. Experience as a Team Leader or Lead worker.
12. Ability to exercise independent judgment in the performance of duties.
13. Strong research and analytical skills.
14. Knowledge of Wisconsin and federal laws, and regulations regarding security and privacy.
15. Ability to meet tight deadlines.
16. Experience applying business rules.

## Part 4.0 Position Summary –Specialist

Under limited supervision, this position provides detailed or general information about the benefit programs and plans administered the Department of Employee Trust Funds. This position analyzes employer records and other Department data systems to troubleshoot problems and effectively communicates solutions via telephone, email, and other written correspondence. The majority of the workday is spent responding to employer inquiries via telephone and email. This position requires exceptional skills in analysis, oral and written communications, customer service, computer skills, and interpersonal relations.

*Experience, Knowledge and Skills –Specialist*

1. Knowledge of research methods and techniques.
2. Effective analytical skills.
3. Ability to work in either a call center or telephone help desk environment.
4. Effective oral and written communication skills.
5. Knowledge of state and federal laws, rules and regulations governing ETF programs.
6. Knowledge of effective customer service methods and techniques.
7. Organizational and time management skills.
8. Knowledge of problem solving methods and techniques.
9. Ability to interpret Wisconsin statutes, administrative rules, contracts, and policies related to health insurance benefit programs.
10. Experience using a variety of computer software packages and database management tools such as; Word, Excel, Access.
11. Ability to accurately enter data into a computer system.
12. Knowledge of standards and protocol for writing procedures.

## Part 5.0 Position Summary – Board Liaison

Under general supervision, this position provides executive staff assistance and board liaison support for the department. This position acts as the board liaison to the Group Insurance Board and provides backup assistance to the board liaison responsible for the Employee Trust Funds, Wisconsin Retirement, Teachers Retirement and Deferred Compensation Boards.

As a board liaison, the position has extensive contact with public officials (Governor’s office, legislators, board members, Department management staff, and other agency officials) and requires an understanding of roles, responsibilities and programs throughout the Department in order to respond to complex and technical questions and take minutes of meetings where complex, technical, and sensitive information is discussed. The position has access to confidential information. The ability to utilize appropriate and sensitive discretion in dealing with confidential communications and situations is required.

*Experience, Knowledge and Skills-Liaison*

1. Knowledge of Microsoft Office applications (Word, Excel, PowerPoint, Access and Outlook).
2. Knowledge of office equipment.
3. Knowledge of scanning software.
4. Knowledge of problem solving techniques.
5. Excellent oral and written communication skills.
6. Excellent human relations and customer service skills.
7. Excellent telephone etiquette.
8. Ability to work as a member of a team.
9. Department purpose and goals.
10. Effective organizational skills and time management principles.

## Part 6.0 Position Summary – Employer Education

Under general supervision, this position will be responsible for; developing, promoting, implementing and delivering an employer education program to employers participating in the Department administered Health Insurance Programs. Specifically, relating to the development and implementation of the myETF Benefits health insurance enrollment and invoice system (myETF Benefits).

Develop employer education that is responsive to the implementation of myETF Benefits and customer needs.Develop online training modules to educate employers about current issues; administrative changes in programs, statutes, and rules; and to increase employers' knowledge and skills applicable to the administration of ETF administered benefit programs; and promote an enhanced perception of ETF services. The position will lead the Division’s efforts to revise existing forms, manuals, and other materials, and lead efforts to develop new materials. The position will develop, plan, and coordinate an outreach efforts and assist in the review and development of employer educational materials, including techniques, methodologies, technologies, etc.

*Experience, Knowledge and Skills* –*Employer Education*

1. Knowledge of adult education principles
2. Knowledge of planning, designing, conducting and evaluating diverse and complex training programs for individual and group learning
3. Knowledge and skill in using a variety of automated training tools such as Articulate, Citrix, Mediasite, PowerPoint, and web-based applications
4. Knowledge and understanding of a variety of training methods including but not limited to role playing, simulation, lectures, and case studies
5. Ability to speak effectively before the public, on-screen, and into audio equipment
6. Knowledge of literature, development and trends in adult training
7. Highly developed interpersonal, oral, and written communication skills
8. Planning and analytical skills
9. Problem solving skills
10. Excellent organizational skills
11. General knowledge of business practices relating to fringe benefits and personnel practices
12. General knowledge of statutes, administrative code, contracts and policies relating to benefit plans
13. Expertise in creating and revising documents in Microsoft Word

## Part 7.0 Position Summary – Program Assistant

Under general supervision, this position performs functions related to the processing and auditing of department applications submitted by participating employers on behalf of active participants. This includes contacting employers when internal resolution cannot be achieved for identified eligibility issues. Effectively communicates eligibility and benefit available during meetings, telephone conversations and in writing. Requires a significant portion of the workday spent addressing inquiries from participants, employers, and health plans. Must possess exceptional public relations/customer service skills. This position validates monthly coverage reports submitted by participating employers. This position requires the ability to research and resolve complex questions identified during the validation process.

This position requires the knowledge and skills to use mainframe and PC based systems for inquiry and update purposes, to prepare statistical reports, create exception reports, document systematic problems, and write draft procedures. This position requires the ability to interpret statutes and/or contract requirements. Excellent oral, written and interpersonal communication skills are required.

This position will update data to department databases using various applications and monthly coverage reports. The position will validate monthly reports and exceptions, review all monthly addition, change and deletion coverage reports and validate contracts. The position will audit and validate insurance enrollments/cancellation applications for all insurance programs on a daily basis. Analyzes employee records and employer coverage reports to determine whether statutory requirements have been met. Researches as necessary for correct interpretation and application of statutes, rules and contract; determine employee eligibility by reviewing WEBS information and individual participant files based on statutory and/or contract requirements.

*Experience, Knowledge and Skills -Program Assistant*

1. Experience researching and interpreting statutes, administrative code, contracts and policies relating to benefit plans.
2. Experience with mainframe and PC based systems.
3. Effective oral and written communication skills.
4. Experience performing data analysis and reconciliation; including the preparation of statistical exception reports.
5. Strong data entry and auditing skills.
6. Research and analytical skills.
7. Ability to meet tight deadlines.
8. Must possess exceptional public relations/customer service skills.

## Part 8.0 Position Summary – Employer Services Program Assistant

Under limited supervision, provides specialized program support to the Employer Services Bureau performing the annual employer reconciliation process. Duties include: 1) developing daily electronic report formats, generating reports, analyzing data, and creating interpretive summaries; 2) working with Excel spreadsheets including developing and maintaining records, creating databases, charts, and graphical displays of data and producing reports; 3) creating documents including editing, proofreading and correcting of grammar, sentence structure, punctuation, and formatting; 4) Analyzes employer records and other Department data systems to trouble shoot problems and effectively communicate solutions ; 5) Managing and prioritizing tasks independently. The majority of the workday is spent retrieving, creating, organizing and sharing workload data related to Act 10 and annual employer reconciliation.

Requires the ability to develop and maintain records; create charts and graphical displays of data and produce reports, run queries, use computer systems including hardware and software applications (spreadsheets, word processing, Excel, and databases);

*Experience, Knowledge and Skills -Program Assistant*

1. Knowledge of research methods and techniques.
2. Analytical skills.
3. Oral and written communication skills.
4. Interpersonal skills.
5. Knowledge of effective customer service methods and techniques.
6. Organizational and time management skills.
7. Knowledge of problem solving methods and techniques.
8. Ability to interpret Wisconsin statutes, administrative rules, and policies related to employer programs.
9. Experience with mainframe and PC based systems.
10. Knowledge of standards and protocol for writing procedures.