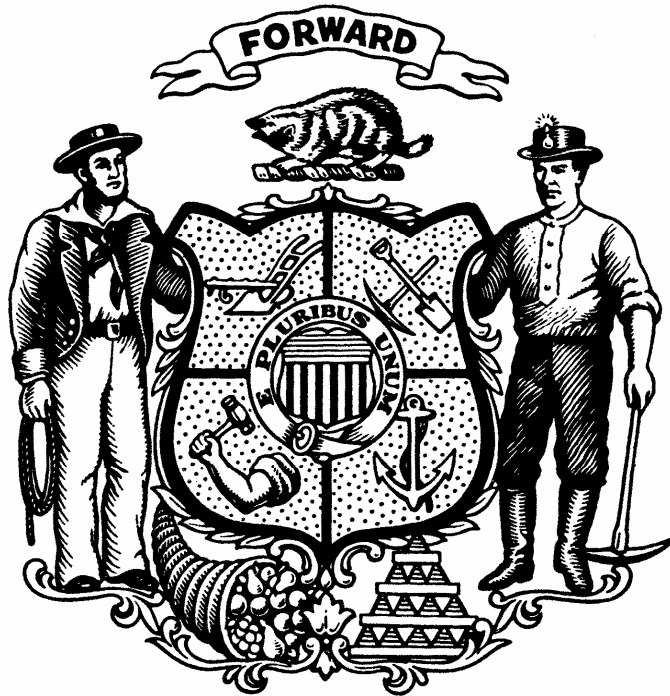


**REQUEST FOR PROPOSALS**

**STATE OF WISCONSIN  
DEPARTMENT OF HEALTH AND FAMILY SERVICES  
DIVISION OF HEALTH CARE FINANCING**



**THE SUPPLEMENTAL SECURITY INCOME MEDICAID MANAGED  
CARE MILWAUKEE COUNTY EXTERNAL ADVOCATE**

***DATE DUE: May 17, 2005***

***TIME: 3:00 P.M. CT***

**RFP # 1527DHCF-ES**

**LATE PROPOSALS WILL BE REJECTED**

**THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL  
PROPOSALS**

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the Supplemental Security Income (SSI) External Advocate for the managed care program in Milwaukee County. The State, as represented by the Department of Health and Family Services, herein referred to as the “**Department**,” intends to use the results of this solicitation to award a contract for the External Advocate in Milwaukee County.

The Department sees quality assurance/improvement and individual advocacy as the two key components of the SSI Milwaukee County External Advocate function. The Department’s goal is to maintain a single contractor who will:

1. Assist the Department and MCOs in monitoring and oversight of the SSI managed care program in Milwaukee County; and
2. Provide unbiased advice and counsel to individual enrollees on an as needed basis, including but not limited to helping enrollees navigate the hearing and appeal processes.

The Contractor must have the flexibility to meet the changing requirements of increasing managed care enrollment, changing policies and other quality assurance and/or recipient-related responsibilities for Wisconsin Medicaid and State-administered managed care programs. If changes to the Contractor’s responsibilities are required, the Department may offer to renegotiate the contract and provide the Contractor with as much lead time as possible.

### 1.2 Needs

#### 1. Program Operation Completion Dates

The Contractor must have staff hired and be ready for training from the Department and Automated Health Services within 60 days of contract signing.

#### 2. Experience and Resources

The Department is seeking to contract with an organization with sufficient experience and resources to effectively and efficiently provide advocacy for individuals as well as take responsibility for assisting the Department with monitoring and oversight of the SSI managed care program in Milwaukee County. The successful proposer must demonstrate the following:

- Experience working with the health care industry, in managed care arrangements for Medicaid or a similar population, including appeals, complaints, and grievance processes;
- Knowledge of statistics, economics, program evaluation, budgeting and other social research skills to be able to discern and effectively communicate quality assurance data and results;
- Experience providing face-to-face and telephone service to low-income, non-English speaking, culturally diverse, and disabled and special needs populations;
- A strong commitment to collaborating with local health service delivery systems and community-based organizations;
- Experience in responding to the needs and concerns of persons with disabilities or in need of communication adaptations;
- Capacity to deliver services in a culturally competent manner;
- Experience in effectively negotiating with professional organizations such as managed care organizations;
- Experience in conflict resolution.

3. Contractor Responsibilities

The Contractor shall be responsible for performing the functions outlined below. (The Proposer's Technical Proposal as described in Section 5.0 of this RFP must describe the method by which each of these functions will be performed.)

a. Quality Assurance Activities

The Contractor shall:

- 1) Actively participate and present data at quarterly assurance meetings with a variety of stakeholders including representatives from the State, participating managed care organizations, consumers and advocates;
- 2) Work with State staff to acquire recipient and encounter data to be analyzed for quality assurance purposes for the SSI Milwaukee County Managed Care Program;
- 3) Analyze encounter and other data and develop reports to be presented and discussed during quarterly quality assurance meetings;

- 4) Work with State staff and other stakeholders as needed to develop agendas, determine meeting space needs and other details related to the coordination of quarterly quality assurance meetings;
- 5) In conjunction with State staff, develop an annual plan to monitor MCO's compliance with the enrollee provisions of the State/MCO contract;
- 6) Work with State staff on HMO performance as it relates to the enrollee provisions of the State/MCO contract; and
- 7) Conduct on-site and ad-hoc reviews of HMOs as necessary with the approval of the State.

b. Individual Advocacy Activities

The Contractor shall:

- 1) Explain to managed care enrollees the availability of HMO and managed care organization Member Services and Advocates, and the Ombudsman Program;
- 2) Explain to recipients their rights and responsibilities, including the availability of the grievance and appeal processes;
- 3) Help enrollees resolve problems and issues with skilled negotiation at the lowest level, using a variety of techniques besides grievances and Fair Hearings.
- 4) Assist recipients in filing grievances when informal problem resolution is unsuccessful, if necessary;
- 5) Forward completed grievance forms to the Ombudsmen within 24 hours of receipt;
- 6) Establish working relationships with local community-based organizations, local public health departments, county departments of human services, tribal agencies, recipient advocacy groups and other interested parties;
- 7) Provide the Department with a monthly report of all advocacy activities, including related telephone calls;

- 8) Respond to telephone calls between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except for official State holidays;
- 9) Establish procedures for tracking all telephone inquiries that require follow-up. Ensure that the following standards are met:
  - a) Follow-up is made on 95 percent of all recipient, and recipient-related, telephone inquiries by the end of the next business day, and 100 percent within two business days; and
  - b) Ninety-five percent (95%) of all other telephone calls (i.e., non-recipient-related calls) should be returned by the end of the second business day after the call, and 100 percent no later than the third business day.
- 10) Refer recipients to other agencies as applicable e.g., the local human or social services department, tribal agency, Wisconsin Works (W-2) agency, enrollment broker, HMO Ombuds or managed care organization; and
- 11) Pay the cost of all telephone calls, including long distance telephone calls.

c. Location and Staff

The Contractor shall:

- 1) Maintain an adequately staffed office in Milwaukee County;
- 2) Retain a sufficient number of personnel at the office site to:
  - a) Efficiently handle recipient face-to-face contacts and telephone calls; and
  - b) Ensure minimal recipient wait times for appointments.
- 3) Ensure access to face-to-face services for non-English speaking recipients and recipients who are hearing impaired.

The Contractor shall:

- a) Ensure that staff are sensitive to the needs of persons with disabilities, are familiar with the SSI Milwaukee County Managed Care Program, and are trained to assist recipients in identifying both their health care needs and the medical and community support systems with which they are involved;
- b) Provide translation services for non-English speakers when required;
- c) Maintain confidentiality of recipient information according to HFS 108, Wis. Adm. Code. and HIPPA privacy regulations as stated in (7) in this section;
- d) Document all recipient contacts. Documentation must include all identifying recipient and caller information (e.g., name, Medicaid identification number, telephone number, and an address if materials were mailed); the reason the client called; the information that was given or resolution of the problem; action(s) taken; and the date any materials were mailed. The Contractor must maintain an error rate of less than four percent (4%) as measured by the accuracy and completeness of documentation, information given, and resolution of the contact;
- e) Comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Contractor provides or purchases with funds provided under this contract. The Department is a covered entity under the provisions of the law and has deemed that the Contractor is a Business Associate within the context of the law. As a result, the Department requires the Contractor to sign a Business Associate Agreement as part of the contract;
- f) Ensure that on-site reviews of MCOs are conducted in a professional manner and for a specific purpose(s) with prior approval from the Department;



- g) Ensure that written protocols for on-site reviews are developed and approved by the Department;
- h) Coordinate advocacy activities with the MCO internal advocates and the Ombuds; and
- i) Attend regular meeting with the MCO internal advocates, the Ombuds, the enrollment broker and other agencies who work with SSI Milwaukee County Managed Care.

d. Space

The Contractor shall be responsible for arranging and paying for office space that is accessible to enrollees.

e. Public Outreach and Education

- 1) Participate, along with Department staff, in regional and Medicaid managed care meetings, preparing and presenting material when requested; and
- 2) Obtain Department approval for all publication(s) disseminated to the public or Medicaid providers.
- 3) Cooperate with DHFS and its contractors to educate enrollees about managed care.

f. Evaluation of Recipient Satisfaction

The Contractor will cooperate with the Department in obtaining direct and ongoing client evaluation of the Contractor's performance.

g. Reporting Requirements:

- 1) The Contractor will be required to provide the Department with a monthly report of all activities performed in the previous month. The Department must approve the format and content of the report that must include, at a minimum:
  - the report date;
  - the number of contacts, separated into telephone calls, face-to-face contacts, and other meetings;
  - the result of each contact;
  - the number and results of recipient satisfaction surveys administered;

- the number of calls or face-to-face contacts that require language translation reported by the language that was translated;
- the number of referrals to other agencies and identification of which agencies individuals were referred to.

Reports must be submitted to the Department by the 15th of the month following the end of each month, beginning with the second month of the contract.

- 2) A report for each on-site review of an MCO should be submitted to the Department within 15 days after the review is completed. The report will need to meet the specifications of the Department.

4. General Department Responsibilities

The Department shall:

- a. Train Contractor staff on their responsibilities, including but not limited to SSI Milwaukee County Managed Care Program policies and procedures.
- b. Review and approve all materials developed by the Contractor.
- c. Respond to the Contractor's program and policy questions.
- d. Designate a Department staff person as liaison between the Department and the Contractor.
- e. Provide the Contractor with the names, addresses, and telephone numbers of enrollees, as appropriate.

5. Current Operations

- a. SSI Ombuds Program: The Ombuds Program is a resource available to enrollees in the SSI Milwaukee County Managed Care Program (as well as other State of Wisconsin Medicaid Managed Care Programs). Ombuds help managed care enrollees understand their rights and responsibilities, and are available to research and resolve enrollee grievances, whether informal (telephone calls) or formal (written). The Ombuds are located in Madison and are accessible by a toll free telephone number.
- b. SSI Milwaukee County Managed Care Organization Internal Advocate: Each managed care organization participating in the SSI

Milwaukee County Managed Care Program is required to have one or more internal advocate(s) to serve as a resource for enrollees should they have concerns about the care they are receiving, questions about internal managed care policies and processes, interest in filing a grievance with the managed care organization (this is different from the State grievance and fair hearing process), and/or other questions or concerns that arise.

**1.3 Procuring and Contracting Agency**

This Request for Proposals (RFP) is issued by the Wisconsin Department of Health and Family Services which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Elizabeth Stolp.

The contract resulting from this RFP will be administered by the Wisconsin Department of Health and Family Services. The Contract Administrator will be the Director of the Bureau of Managed Health Care Programs (BMHCP), Angela Dombrowicki. The Contract Administrator shall exercise all of the Department's rights under this contract.

With respect to the scope of work under this contract and the Contractor's performance thereof, the Contract Administrator will issue, from time to time, such written specifications and instructions as may be necessary for the Contractor to carry out its obligations. The Contract Administrator will regularly evaluate the Contractor's performance under this contract. The Contractor shall promptly undertake such improvements and corrections as may be reasonably necessary to correct the problems and/or deficiencies identified in the Contract Administrator's periodic evaluations.

The Contract Administrator shall designate a BMHCP staff person as the External Advocate Specialist. For the purposes of daily communications and the informal discussion of questions and problems, this Specialist will serve as the principal contact person for the Contractor. The Contract Administrator may change the specialist at any time and may designate a deputy specialist and/or separate specialists and/or deputy specialists for different aspects of the scope of work.

**1.4 Definitions**

The following definitions are used in the RFP:

Agency means the Wisconsin Department of Health and Family Services.

BadgerCare is part of the Wisconsin Medical Assistance Program operated by the Wisconsin Department of Health and Family Services under Title XIX and Title XXI of the Federal Social Security Act, s. 49.655, Wis. Stats., and related State and Federal rules and regulations.

Contract means the agreement to be executed between the selected proposer and the Department to accomplish the purposes specified in this RFP.

Contractor means the proposer awarded the contract resulting from this RFP to provide enrollment, outreach and education services to Medicaid recipients involved in Medicaid managed care programs.

Cultural competency means a set of congruent behaviors, attitudes, practices and policies that are formed within an agency, and among professionals that enable the system, agency, and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include understanding diversity issues at work, understanding the dynamic of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

Department means the Wisconsin Department of Health and Family Services.

Enrollee means a Medicaid recipient who is currently enrolled in an MCO in a given managed care program.

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

State means the State of Wisconsin.

Wisconsin Medical Assistance Program (Wisconsin Medicaid, MA or Medicaid) means the program operated by the Department under Title XIX of the Federal Social Security Act, Ch. 49, Wis. Stats., and related state and federal rules and regulations.

1.5 Clarifications or Revisions to Specifications and Requirements

Any questions concerning this RFP must be submitted in writing on or before **April 29, 2005**, to:

Mary Laughlin  
Bureau of Managed Health Care Programs  
1 W. Wilson Street  
P.O. Box 309  
Madison, WI 53701-0309  
Fax: (608) 261-7792  
E-mail: laughmn@dhfs.state.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or

information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to prospective bidders as soon as possible.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of the RFP and any supplements or revisions thereof.

Any contact with State employees concerning this RFP are prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

Violation of these conditions may, at the sole discretion of the Contract Administrator, be considered sufficient cause by the Department to reject a proposal, irrespective of any other consideration.

All written questions submitted on or before April 29, 2005, will be answered in writing by the State. Questions received after April 29, 2005, will not be answered.

Telephone questions are highly discouraged. Any oral responses, information, dates, and/or advice (including telephonic responses, information and/or advice, and any oral responses given during the Proposers' Conference) received by a prospective proposer from the Department or Department staff shall not, in any manner whatsoever and whether before or after the release of this RFP, be binding on the State of Wisconsin, unless followed-up and explicitly confirmed and stated in writing by the Contract Administrator.

#### 1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may not be a formal notification issued for changes in the estimated dates and times.

<b>Event</b>	<b>Date</b>
RFP issued	April 20, 2005
Deadline for receipt of written questions	April 29, 2005
Written proposals due from vendor	May 17, 2005
Notice of Intent to Award Contract issued (estimate)	June 15, 2005
Contract start date (estimate)	July 1, 2005

**1.7 Contract Term and Funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run 12 months, with an option by mutual agreement of the Department and the Contractor, to renew for up to three (3) additional one-year periods.

**1.8 VendorNet Registration**

Only vendors registered with the State of Wisconsin's VendorNet will receive future official requests for proposals for the SSI Managed Care External Advocate. VendorNet is the State's vendor registration system through which the State guarantees that it will notify vendors of opportunities to bid or to submit proposals, when the anticipated contract is valued at \$25,000 or more, either via e-mail, when the vendor has internet access, or by first class mail. Annual VendorNet registration is \$125 which includes access to a variety of other State purchasing information like prior contracts, purchasing contacts in each agency, campus and institution, and State purchasing programs. VendorNet registration is not required to submit a proposal as vendors still may obtain information on official State proposals through the Wisconsin State Journal legal notices.

To obtain information on the State's registration process, please call the Vendor Information Center (1-800-482-7813). In the Madison area, please call 264-7897 or 264-7898.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions**

The evaluation and selection of a contractor will be based on the information submitted in the vendor's proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

### **2.2 Incurring Costs**

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

### **2.3 Submitting the Proposal**

Proposers may submit the proposal by email, by fax, or by mail (if the proposal is faxed or emailed, the proposer must also send an original copy of the transmittal letter by mail). Submission of all materials must be made by May 17, 2005, at 3:00 p.m. CT. Send proposals to:

Mary Laughlin  
Bureau of Managed Health Care Programs  
One West Wilson Street, Room 265  
P.O. Box 309  
Madison, WI 53701-0309  
Email: laughmn@dhfs.state.wi.us  
Fax: (608) 261-7792

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office by the stated time. Proposals not so stamped will not be accepted.

**No late proposals will be accepted.**

#### **2.3.1 Transmittal Letter**

The Transmittal Letter must be on the official business letterhead of the prime Contractor submitting the proposal, and must be signed by an individual authorized to legally bind the proposer.

The Transmittal Letter must include the following statements:

- An individual authorized to legally bind the proposer is signing the Transmittal Letter;
- The proposer is the prime contractor and is a corporation or other legal entity;

- A statement identifying any and all subcontractors that will be responsible for fulfilling the requirements of this RFP;
- A statement ensuring that the External Advocate will be located in Milwaukee County.
- No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal;
- No cost or pricing information has been included in the Transmittal Letter or the Technical Proposal;
- The Technical and Cost Proposal are valid for a minimum of six (6) months from the proposal due date;
- The person signing this proposal is authorized to make decisions on behalf of the proposer's organization as to the prices quoted and that the person has not participated, and will not participate, in any action contrary to the above statement;
- Assure that the proposer will agree to execute and fulfill a contract according to the conditions and terms specified in this RFP; and
- The proposer is independent of any managed care entity or health care provider that furnishes services in the State of Wisconsin.

#### 2.3.2 Use of Subcontractors

In the event of a proposal submitted jointly by more than one (1) organization, one (1) organization must be designated as the prime contractor, and the prime contractor will be solely responsible for assuring the performance of all aspects of the contract. All other participants shall be designated as subcontractors. Any use of subcontractors for this contract shall meet the requirements of this RFP.

Once the Letter of Intent to Award a Contract is issued and a contract is awarded, the use of subcontractors by the prime contractor (for any portion of the scope of work) is subject to the prior written consent of the Contract Administrator (whether or not such subcontractor(s) were identified in the prime contractor's proposal). The Contract Administrator may request such additional information and/or written assurances as he/she deems necessary to ensure that only qualified, competent vendors perform services under the RFP and contract, and to ensure that the scope of work is performed in a professional manner.

At any time during the contract period, the contractor shall not subcontract out, in whole or in part, any portion of the scope of work to an



individual(s), corporation(s), partnership(s), agent(s), subsidiary(ies), or public agency(ies) without the prior express written consent of the Contract Administrator.

## 2.4 Proposal Organization and Format

Proposals should be typed and organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections, which should be submitted or responded to, are:

### Technical Proposal

- Transmittal Page
- Introduction
- Response to general requirements
  - Organizational qualifications
  - Financial Statements
  - Staff Qualifications
- Response to technical requirements
  - Quality Assurance
  - Recipient Satisfaction Evaluation
- Required forms
  - Designation of Confidential and Proprietary Information
  - Vendor Information
  - Vendor Reference
- Appendix

### Cost Proposal

- Cost Proposal Worksheet

The vendor must submit its Cost Proposal on the form provided in Appendix A according to the instructions provided. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.

## 2.5 Multiple Proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2,

etc. on each page included in the response.

## **2.6 Oral Presentations**

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews to support and clarify their proposals, if requested by the State. Should interviews be necessary, the State will make every reasonable attempt to schedule each presentation/interview at a time and location that is agreeable to the proposer. Failure of a proposer to interview on the date scheduled may result in rejection of the vendor's proposal.

## **2.7 Withdrawal of Proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of *three (3) business days* after the due date and time, if received by the RFP project manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

# **3.0 PROPOSAL SELECTION AND AWARD PROCESS**

## **3.1 Preliminary Evaluation**

The proposals will be reviewed initially to determine if mandatory requirements are met. In the event that any vendor does not meet one or more of the mandatory requirements in Attachment 1, the Department reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

## **3.2 Evaluation Criteria & Proposal Scoring**

Various costing methodologies and models are available to analyze the cost information to determine the lowest cost to the agency. The agency will select one method for scoring costs and will use it consistently throughout its analysis of all the cost proposals. The selected methodology will be available at the proposal opening or by calling the RFP contact person identified in Section 1.5.

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of an evaluation committee except at the State's direction. The committee may review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on

the numerical scores received.

### 3.3 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Points</u>	<u>Percent</u>
1.	General Requirements		40%
a.	Organizational Capabilities	270	
b.	Staff Qualifications	50	
2.	Program Requirements		40%
a.	Quality Assurance	155	
b.	Individual Advocacy Capability	155	
c.	Reporting requirements	10	
3.	Cost Proposal	160	<u>20%</u>
	Total:	800	100%

A proposal that receives less than 60 percent of the total points for either General Requirements or Program Requirements may not be eligible for further consideration.

### 3.4 Right to Reject Proposals and Negotiate Contract Terms

The State reserves the right to reject any and all proposals. The State may negotiate the terms of the contract with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest qualified bidder, the agency may negotiate a contract with the next lowest qualified bidder.

### 3.5 Notification of Intent to Award

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 1 West Wilson Street, Madison, Wisconsin. Vendors should schedule reviews with Elizabeth Stolp, Procurement Manager, at (608) 267-7637.

### 3.6 Appeals Process

Notices of intent to protest and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with:

Helene Nelson, Secretary  
Department of Health and Family Services  
1 W. Wilson Street  
Madison, WI 53703  
(608) 266-9622

The notice must be received in the Secretary's office no later than five (5) working days after the notice of intent to award is issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

#### **4.0 GENERAL PROPOSAL REQUIREMENTS**

##### **4.1 Organizational Capabilities**

Describe your agency's experience and capabilities in providing similar services to those required (as outlined in Section 1.0). Please specify the projects, dates, and results, if appropriate. Please also include the following information in your answers, as appropriate:

- Names, types and scope of programs managed;
  - Number of clients/customers served;
  - Length of time your organization was involved in the programs described; and
  - Geographic location(s) where services were provided.
1. Describe your organization's experience in providing advocacy to individuals regarding their health care. Emphasize experience working with government and/or managed care organizations as well as with disabled populations receiving medical assistance.
  2. Describe your organization's experience working with statistics, economics, program evaluation, budgeting and other social research techniques to discern and effectively communicate quality assurance data and results.
  3. Describe your organization's experience in working with low-income clients in the greater Milwaukee area.

4. Describe your organization's experience working with clients of diverse cultures, the disabled, and ethnic groups and clients for whom English is not their primary language.
5. Describe your organization's experience with Medicaid, managed care or other health-related programs.
6. Describe your organization's experience maintaining confidentiality for clients/recipients.
7. Describe your organization's experience in collaborating with community-based organizations (e.g., advocacy groups, public health, cultural associations etc.).
8. Describe your organization's experience in conflict resolution.
9. Describe your organization's experience providing on-site reviews of other organizations that offer health care services.
10. Financial Statements

The proposer and each subcontractor (if any) shall submit independently audited financial statements for the financially responsible entity for the last three (3) completed fiscal years. If the proposer is a subsidiary, the parent company must be identified, and audited financial statements from the parent company must be submitted. Statement must include:

- Balance sheets
- Statements of income
- Statements of change in financial position
- Notes to financial statements
- Auditors' reports and statements

#### 4.2 Staff Qualifications

Provide a resume describing the educational and work experience for key staff who will be assigned to the project.

#### 4.3 Proposer References

Proposers must include in their RFPs, a list of all clients/organizations with whom the proposer has done business like that required by this solicitation within the last three (3) years. For each client/organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment that was the basis for the business

relationship. The procuring agency 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 provided to the evaluation committee and used in scoring the proposal.

## **5.0 TECHNICAL REQUIREMENTS**

1. Describe how you will maintain an effective and positive working relationship with the participating managed care organizations to maximize customer services for enrollees.
2. Describe how you will ensure that recipients are served by staff who are familiar with local, government, and managed care resources.

### **5.1 Quality Assurance**

1. Describe how you will monitor the following:
  - Impartial presentation of information regarding the Medicaid managed care programs;
  - Awareness of the cultural and ethnic characteristics of recipients;
  - Confidentiality of recipient information is maintained;
  - Respect for persons with disabilities; and
  - Professional standards for on-site review of MCOs.
2. Describe how you will train and supervise staff to ensure that they are culturally competent, knowledgeable about Medicaid/BadgerCare managed care programs and the local community, and are providing accurate and reliable information to the public.

### **5.2 Recipient Satisfaction Evaluation**

1. Describe a plan for utilizing recipient user information to determine the success of the Contractor in providing timely, accurate, and courteous service to the SSI managed care population in Milwaukee County. Include how it will be reported to the Department and how the results will be used to improve customer service.

## **6.0 COST PROPOSAL**

### **6.1 General Instructions on Preparing Cost Proposals**

Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis.

### **6.2 Format for Submitting Cost Proposals**

A cost proposal worksheet is included in Section 9.0 of this RFP. Complete it with a proposal for a twelve-month period (May 1, 2005 – April 30, 2006):

- Salaries: List each position by title with the accompanying salary amount.
- Fringe Benefits: Indicate the percentage of salaries that is used in the calculation of fringe benefits as well as the actual amount. Provide a total amount for personnel services.
- Program Supplies: Identify the supplies you will use and the proposed amount required for them.
- Telephone operating system.
- Agency Operations: Identify operational costs including computers and other equipment, telephone and postage charges, printing and copying, and travel for field staff and project management.
- Space: Identify space costs for fixed-site and program operations.
- Indirect Costs: Identify other indirect costs that will be necessary to implement your proposal.
- Total Cost: Identify the total of the component costs.

Following the cost proposal worksheet, include a narrative that explains and justifies each line item shown in the cost proposal worksheet.

### **6.3 Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 180 calendar days starting on the due date for proposals.

### **6.4 Inflationary Adjustment**

The Contractor may receive an inflationary adjustment to his/her base fee/hourly rate(s) at the start of each annual contract extension/renewal period. This increase may be based on either seventy-five percent (75%) of the increase in the

prevailing Consumer Price Index for Urban Wage Earners (CPI-U) for Milwaukee, Wisconsin, in effect for the quarter ending January of the current year or five percent (5%) of the current Contractor's base fee whichever is lower.

## **7.0 SPECIAL CONTRACT TERMS AND CONDITIONS**

### **7.1 Payment Requirements**

The Department will determine payment arrangements with the successful bidder as part of the contract.

### **7.2 Independence of Proposer**

The proposer must meet the following conditions with respect to this proposal:

- a. The proposer is independent of any managed care entity or health care provider that furnishes services in the State of Wisconsin regardless of whether the entity or provider participates in Medicaid.
- b. No person who is an owner, employee, or consultant of the proposer, or has a contract with the proposer:
  - 1) Has any direct or indirect financial interest in any managed care entity or health care provider that furnishes services in the State of Wisconsin;
  - 2) Has been excluded from participation under Title XVIII or Title XIX of the Social Security Act;
  - 3) Has been debarred by any Federal agency; or
  - 4) Has been, or is now, subject to a civil money penalty under the Social Security Act.

### **7.3 Performance Review, Liquidated Damages and Other Remedies.**

#### **7.3.1 General Compliance Standard:**

1. Objective: The objective of this standard is to provide the Department with an administrative procedure to address general contract compliance issues.
2. Measurement:
  - A. Through its routine monitoring activities, the Department may identify any condition or event or non-compliance involving (a) the Contractor's non-compliance with a requirement of this RFP, or subsequent contract (b) the



Contractor's non-compliance with its own technical proposal, (c) this Contractor's non-compliance with written instructions as may be issued from time to time by the Contract Administrator (consistent with his/her authority as described in Section 1.3 of this RFP).

- B. Such conditions or events may include, but are not limited to, errors and omissions by the Contractor, by a sub-contractor, or by any personnel or agent of the Contractor or any sub-contractor.
- C. In the event of any such condition or event of non-compliance, the Contract Administrator will notify the Contractor's project manager in writing of the condition or event of non-compliance.
- D. In this notice, the Contract Administrator will specify a correction date by which the Contractor shall fully remedy and otherwise correct the condition or event. In this notice, the Contract Administrator may also specify improvements, changes, or safeguards that the Contractor must undertake to reasonably ensure that the condition or event does not occur again.

3. Liquidated Damages:

- A. For each day after the correction date specified in the Contract Administrator's notice, the Department may assess damages in the amount of \$125.00 per day for the first 15 days and \$175.00 per day for each day thereafter that the condition or event is not remedied and otherwise corrected to the reasonable satisfaction of the Contract Administrator.
- B. Additional damages, in the amount of \$500.00 per day, may be assessed by the Department for each day after the date specified in the Contract Administrator's notice that the Contractor fails to implement or maintain any or all of the other improvements, changes, or safeguards prescribed in said notice.

7.3.2 Assessment and Collection of Liquidated Damages

- 1. Any or all amounts for damages assessed under Section 7.3 above may, at the discretion of the Contract Administrator, be deducted from monies due the Contractor under this Contract or may be sought via legal proceedings. The Department shall notify the Contractor in writing before deducting such sums from amounts

otherwise payable to the Contractor.

2. If an event or condition of non-compliance applies to more than one standard, the Department may assess damages under any or all of the standards. Before combining the damages to be assessed for a particular event or condition of non-compliance, the Department will consider the relative seriousness and significance of the non-compliance, the Contractor's history of compliance, the Contractor's responsiveness to other problems, and the Contractor's overall performance to date.
3. In specifying a correction date by which the Contractor shall fully remedy and otherwise correct condition(s) or event(s), the Contract Administrator will informally consider the relative seriousness and significance of the non-compliance, the Contractor's history of compliance, the Contractor's responsiveness to other problems, and the Contractor's overall performance to date.

The correction date specified by the Contract Administrator may be delayed only if the Contractor demonstrates, to the satisfaction of the Contract Administrator, that the correction was not possible by the date specified. Liquidated damages begin to accrue on the day following the correction date originally specified by the Contract Administrator. If the correction date is later delayed because correction was not possible by the date originally specified, the Department shall pay to the Contractor any liquidated damages withheld for the period between the original correction date and the delayed correction date.

4. The Department may not impose damages or liquidated damages on the Contractor for non-performance to the extent it was directly caused by the Department's failure to provide data or otherwise perform Department responsibilities as defined in Section 1.2

#### **7.4 Executed Contract to Constitute Entire Agreement**

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the Contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award. The following priority for contract documents will be used if there are any conflicts or disputes:

- Official Purchase Orders
- Vendor's Proposal Dated May 17, 2005
- State Request for Proposal Dated April 20, 2005

➤ Standard Terms and Conditions

7.5 News Releases

News releases pertaining to this procurement or any part of the proposal shall not be made without the prior approval of the Department.

7.6 Right to Publish

The contracted agency will be allowed to write and have such writing published provided the contracted agency has provided the Department a 60 day review period before publishing writings on subjects associated with the work under the contract.

7.7 Agreement Revisions and/or Termination

1. Discretionary Termination

The Department may terminate the Contract at any time in its sole discretion by delivering ninety days written notice to the Contractor. Upon termination, the Department's liability will be limited to payment as provided under the Contract for services performed as of the effective date of the termination, plus any termination expenses incurred with the prior written approval of the Department.

2. Termination for Cause

The Department may terminate the Contract at any time through any cause, if the Contractor fails to fulfill in a timely and proper manner any of the obligations under this Contract or RFP, or if the Contractor violates any of the provisions of the Contract. The Department may terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

3. Unilateral Termination

This Contract between the parties may be terminated by either party as follows:

- A. Either party may terminate the Contract at any time, due to modifications mandated by changes in federal or state laws, rules or regulations that materially affect either party's rights or responsibilities under this Contract. At least 90 days prior to the proposed date of termination, the party initiating the termination must notify the other party of its intent to terminate this Contract.
- B. Either party may be terminate the Contract at any time if it determines that the other party has substantially failed to perform

any of its functions or duties under this Contract. The party exercising this option must notify the other party in writing of this intent to terminate this Contract and give the other party 30 days to correct the identified violation, breach or non-performance of Contract. If such violation, breach or non-performance of Contract is not satisfactorily addressed within this time period, the exercising party may terminate the Contract. The termination date shall always be the last day of a month. A “substantial failure to perform” for purposes of this paragraph includes any violation of any requirement of the Contract that is repeated or ongoing, that goes to the essentials or purpose of the Contract, or that injures, jeopardizes or threatens the health, safety, welfare, rights or other interests of enrollees.

3. Termination by Contractor

In the event that the Contractor terminates this agreement, for any reason whatsoever, it will refund to the Department within two (2) working days of said termination, all payments made hereunder by the Department to the Contractor for work not completed or not accepted by the Department. Such termination will require written notice to that effect to be delivered by the Contractor to the Department not less than sixty (60) days prior to the effective date of said termination.

4. This Contract or any part thereof may be renegotiated in such circumstances as:

- Increased or decreased volume of services;
- Changes required by state and federal law or regulations; or
- Monies available.

5. The Contractor shall notify the Department whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Department may terminate the Contract or take other action consistent with the terms of the RFP and Contract.

6. The Department reserves the right to reduce the total amount of the Contract award due to significant under-spending by the Contractor. All such reductions will become effective upon thirty-day written notice to the Contractor and shall not relieve the Contractor of any programmatic requirements.

7. Continuance of this Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds. Termination of this Contract by lack of appropriations shall be without penalty.

**8.0 STANDARD TERMS AND CONDITIONS**

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

The Standard and Supplemental Terms and Conditions are attached to this RFP.

Vendor Reference (DOA-3478)

## 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:** 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 any contract with a federally debarred contractor or a contractor which 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.
- 19.4** To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding \$25,000 which is not exempt and will retain such certification for audit purposes.
- 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, the Rules of the Industrial Commission on Safety, 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 ninety (90) days 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, Madison, Wisconsin 53707 (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.
- 33.0 OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of \$25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth \$25,000 or more within any 12-month period, the contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.
- 34.0 ANTI-KICKBACK ACT OF 1986:** (41 USC 51 et. seq) To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge that they have no information concerning the violation of the Anti-Kickback Act in connection with the submitted bid/proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).

## 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 consultant full-time by a State of Wisconsin agency from being retained as a consultant 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 181.225, 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.

**APPENDIX A**

**COST PROPOSAL**

**SSI Milwaukee County External Advocate**

<b>Personnel Services</b>	<b>Cost</b>	<b>Time Period</b>
<b>Salaries:</b> by title		
<b>Fringe Benefits:</b> Fringe benefit rate		
<b>Total Amount For Personnel Services:</b>		
<b>Program Supplies:</b>		
<b>Telephone Operating System:</b>		
<b>Agency Operations:</b>		
<b>Space:</b>		
<b>Indirect Costs:</b>		
<b>Total Proposed Cost:</b>		

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # \_\_\_\_\_ 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 bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/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.

We request that the following pages not be released

Section	Page #	Topic

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 bid/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.

Company Name

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Signature

Authorized Representative

\_\_\_\_\_

Type or Print

Date

\_\_\_\_\_

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

## VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME \_\_\_\_\_  
FEIN \_\_\_\_\_ FAX \_\_\_\_\_  
Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
2. Name the person we may contact in the event there are questions about your bid / proposal.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_  
FAX \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
3. All vendors that are awarded over \$25,000 on this contract will be required to submit affirmative action information to the department. Please name the person in your company we may contact about this plan.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_  
FAX \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_
4. Mailing address where state purchase orders are to be mailed and person the department may contact concerning orders and billings.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ Toll Free Phone \_\_\_\_\_  
FAX \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

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

## VENDOR REFERENCE

FOR VENDOR: \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

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. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

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

Address (include Zip + 4) \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Product(s) and/or Service(s) Used \_\_\_\_\_

\_\_\_\_\_

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

## **10.0 PROPOSAL ATTACHMENT**

### **1. RFP Submission Checklist**

# ATTACHMENT 1

## RFP SUBMISSION CHECKLIST

RFP Mandatory Requirements Checklist	Yes	No
<b>PROPOSAL SUBMISSION REQUIREMENTS</b>		
1. Was the proposal received by Mary Laughlin of the Department of Health and Family Services on behalf of the Bureau of Managed Health Care Programs no later than 3:00 p.m. C.S.T., May 17, 2005? <u>If answer is "NO" do not review further.</u>		
2. Does the proposal consist of two (2) components: a Technical Proposal and a Cost Proposal?		
3. <b>Does the Technical Proposal contain the following separate sections presented in the following order:</b> <ul style="list-style-type: none"> <li>• Transmittal Letter</li> <li>• Introduction</li> <li>• General Requirements               <ul style="list-style-type: none"> <li>- Organizational qualifications</li> <li>- Financial Statements</li> <li>- Staff Qualifications</li> </ul> </li> <li>• Technical Requirements               <ul style="list-style-type: none"> <li>- Quality Assurance</li> <li>- Recipient Satisfaction Evaluation</li> </ul> </li> <li>• Required Forms               <ul style="list-style-type: none"> <li>- <i>Technical Proposal Required Forms:</i> Designation of Confidential Proprietary Information, if applicable; Vendor Data Sheet; Reference Data Sheet.</li> <li>- <i>Cost Proposal Required Form:</i> Cost Proposal Worksheet</li> </ul> </li> </ul>		
<b>TRANSMITTAL LETTER REQUIREMENTS</b>		
1. Is there a Transmittal Letter on official business letterhead from the proposer in the technical proposal?		
2. Is the Transmittal Letter signed by an individual identified in the proposal as a person authorized to legally bind the proposer?		
3. Does the Transmittal Letter include a statement identifying the prime contractor, if the proposer is a corporation or other legal entity, and any and all subcontracts?		
4. Does the Transmittal Letter state that no attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal?		



<b>RFP Mandatory Requirements Checklist</b>		<b>Yes</b>	<b>No</b>
5.	Does the Transmittal Letter state that the External Advocate will be located in Milwaukee County?		
6.	Does the Transmittal Letter state that no cost or pricing information has been included in the Transmittal Letter or the Technical Proposal?		
7.	Does the Transmittal Letter state that the Technical and Cost Proposal are valid for a minimum of six (6) months from the proposal due date?		
8.	Does the Transmittal Letter contain a statement by the person signing the proposal that he/she is the person in the proposer's organization responsible for, or authorized to make decisions as to the prices quoted and that he/she has not participated and will not participate in any action contrary to the above statement?		
9.	Does the Transmittal Letter assure that the proposer will agree to execute and fulfill a contract according to the conditions and terms specified in this RFP?		
10.	Does the Transmittal Letter state that the proposer is independent of any managed care entity or health care provider that furnishes services in the State of Wisconsin?		
<b>PROJECT ORGANIZATION AND STAFFING</b>			
1.	Does the proposal include the proposer's organizational chart?		
2.	Does the proposal include the resume for the Project Manager?		
3.	Does the proposal include the proposer's financial statement, balance sheet, and operating budget?		

