

State of Wisconsin
 DOA-3261 (R08/2003)
 s.16.75, Wis. Statutes

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

State of Wisconsin
 DOA-3261 (R08/2003) s. 16.75, Wis. Statutes

AGENCY ADDRESS:

Department of Health and Family Services
 Division of Long Term Care
 1 West Wilson, Room 951
 PO Box 7851
 Madison, WI 53707-7851

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

Remove from Proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **1601 DLTC-SM**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which 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. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than January 11, 2008, 4:30 PM CST	Public Opening <input type="checkbox"/> No Public Opening <input type="checkbox"/>
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Name (Contact for further information) Sue McKercher
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Phone 608 267 7637	Date November 12, 2007
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Quote Price and Delivery FOB

Description

Disability Benefit Specialist (DBS) Program Attorney Services Request for Proposal

Payment Terms:

Delivery Time:

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. 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.

We are a work center certified under Wis. Stats. s. 16.752 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.

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 bid 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 Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer 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 Sole Proprietor (Voluntary)

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

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	5
1.1	Introduction and background.....	5
1.2	Scope of the project	5
1.3	Procuring and contracting agency	9
1.4	Definitions	9
1.5	Clarification and/or revisions to the specifications and requirements	9
1.6	Letter of intent to propose	9
1.7	Reasonable accommodations	10
1.8	Calendar of events	10
1.9	Contract term and funding	10
1.10	VendorNet registration	10
2.0	PREPARING AND SUBMITTING A PROPOSAL.....	11
2.1	General instructions	11
2.2	Incurring costs	11
2.3	Submitting the proposal.....	11
2.4	Proposal organization and format.....	11
2.5	Oral presentations and site visits	12
2.6	Withdrawal of proposals.....	12
3.0	PROPOSAL SELECTION AND AWARD PROCESS	12
3.1	Preliminary evaluation.....	12
3.2	Proposal scoring	12
3.3	Evaluation criteria.....	13
3.4	Right to reject proposals and negotiate contract terms	13
3.5	Award and final offers	13
3.6	Notification of intent to award.....	13
3.7	Appeals process	14
4.0	GENERAL PROPOSAL REQUIREMENTS.....	14
4.1	Organization capabilities	14
4.2	Staff qualifications.....	14
5.0	TECHNICAL REQUIREMENTS	15
5.1	Overview of technical requirements.....	15
5.2	Technical assistance.....	15
5.3	Training	15
6.0	PROPOSER REFERENCES	16
7.0	COST PROPOSAL.....	16
7.1	General instructions on preparing the cost proposal.....	16
7.2	Format for submitting cost proposals	16
7.3	Fixed price period.....	16
7.4	Inflationary adjustment.....	17

8.0	SPECIAL CONTRACT TERMS AND CONDITIONS.....	17
8.1	Payment requirements	17
8.2	Prime contractor and minority business subcontractors	17
8.3	Executed contract to constitute entire agreement	17
8.4	Termination of contract	18
9.0	STANDARD TERMS AND CONDITIONS	18
	Standard Terms and Conditions (Requests for Bids/Proposals) (DOA-3054).....	19
	Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681).....	22
10.0	REQUIRED FORMS.....	23
	Signed Request for Proposal Form (DOA-3261)	Cover Page
	Designation of Confidential and Proprietary Information (DOA-3027)	24
	Vendor Information (DOA-3477).....	25
	Vendor Reference (DOA-3478).....	26
SUPPLEMENTAL INFORMATION		Appendix
	Scoring the Proposed Use of Contract Funding.....	A, Page 27

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 Program Attorney Services for the Disability Benefit Specialist program in Wisconsin's Aging and Disability Resource Centers. The State as represented by the Department of Health and Family Services (DHFS) intends to use the results of this solicitation to award a contract for Program Attorney Services for the Disability Benefit Specialist (DBS) program.

The Disability Benefit Specialist program is an integral part of the Aging and Disability Resource Centers (ADRCs). ADRCs are emblematic of the future of long-term care in Wisconsin. Operating under the philosophy that there should be a single point of entry into the long-term care system, the ADRCs provide a one-stop resource for adults with disabilities and elders, of any income level, seeking the following:

- information about long-term care options;
- information and assistance to apply for, and appeal decisions of, public and private benefits through the Disability and Elder Benefit Specialist programs;
- determination of eligibility for public long-term care services through administration of the long-term care functional screen; and
- prevention activities that promote healthy lifestyles and choices.

DHFS currently contracts with each ADRC to provide the full range of statutorily required services including the DBS program. DHFS is responsible for establishing contract requirements, policies, and procedures for the DBS program and other core ADRC functions.

1.2 Scope of the project

1.2.1 Project description

The DBS program attorneys provide technical assistance to DBSs, monitor the content of the casework, and provide ongoing content training. The role of the program attorney is to advise the DBS about how to conduct their benefits counseling and advocacy work, assuring the accuracy of interpretations of public benefit law and associated regulations and rules. The program attorney instructs the DBS about protocols and procedures for processes such as disability entitlement applications, appeals and/or grievances specific to the program and needs of the client.

The program attorney oversees the casework of the DBS in close cooperation with the local supervisor in the ADRC. The program attorney is the primary source of quality assurance and accuracy for the DBS program.

The DBSs are the first step along a continuum of benefit specialist services that crosses two other programs. The DBS assists adults with disabilities to achieve relative stability in their lives by securing the benefits to which they are entitled. When beneficiaries are interested in going back to work, they can work with Work Incentives Benefit Specialists (WIBS) to understand the impact work will have on their benefits. At age 60, consumers can work with the Elderly Benefit Specialist (EBS), also housed at the ADRC.

The majority of individuals seeking the services of the Disability Benefit Specialist (DBS) need assistance with the Social Security Disability Determination process. With the assistance of the DBS, clients are more able to easily navigate the complex benefits system and make informed decisions about their participation in these benefit programs. The DBS also acts as an advocate for the client, occasionally contesting an adverse eligibility determination made by another county worker. The unique position of the DBS allows them to provide direct services to clients while working collaboratively with other staff at the ADRC on the client's behalf.

Attorneys providing technical assistance services to the DBS program need to demonstrate an understanding for the mechanics of the ADRC as well as the various benefit programs available in Wisconsin, and in particular, the administrative processes used to reach final eligibility determination.

1.2.2 Objectives

The responsibilities of the Program Attorneys are as follows:

1. Provide quality assurance for the work of Disability Benefit Specialists (DBS) through:
 - technical assistance on DBS casework including methodology, procedure, and when appropriate, developing a practical approach to understanding and presenting the complex issues and facts involved that result in a benefit determination.
 - substantive oversight on all DBS casework through interpretation of the law and relevant administrative and governing rules.
 - information provided to the DBSs in a timely manner about any and all changes in the relevant laws and rules pertaining to public and private benefit programs.
2. Provide ongoing training on skills relevant to DBSs (e.g., working effectively with the Wisconsin Disability Determination Bureau and Social Security Administration, knowledge of work incentives, etc.)
3. Provide initial program training about benefits and related administrative procedures in collaboration with the Wisconsin Disability Benefits Network (WDBN).
4. Provide assistance developing and submitting to the proper entity, applications, advocacy letters and supporting documents related to an appearance at a Social Security Administrative Law Judge hearing.
5. Participate in DBS job evaluation and workload management as a consultant to the local supervisor as requested by ADRC management.
6. Provide substantive case oversight to the DBSs that incorporates the values, priorities and methods set forth in the county workplan and by the local supervisor
7. Provide program attorney services that are responsive to DBS questions and contacts in a full and timely manner, and in keeping with commonly accepted policies and practices.
8. Report to DHFS quarterly on activities of program attorneys, including type and volume of work with each DBS, interaction with local supervision, status of workplan, travel to ADRCs and any problems or concerns.
9. Provide direct attorney representation to clients in very limited circumstances, defined as:
 - Direct representation is allowed only when direct conflicts of interest do not arise between the representation and the interests of the State or other governmental bodies
 - The sole exception to the previous point is when direct representation is for the purpose of seeking statutory public benefits for the individual client and appropriate private representation is unavailable
 - The following conditions apply to any direct representation:
 - The client of the disability benefit specialist has exhausted all other remedies and the case is deemed to have merit.
 - There are no other legal representation resources available, including without limitation pro bono attorney services, legal service corporation-funded services, or private attorneys willing to accept the case.
 - The case will have a substantial impact on the economic or other quality of life issues of the client.
 - The contractor will not undertake class action litigation on behalf of clients of the disability benefit specialist program.

- No fee will be accepted from a client, or someone paying on behalf of the client, or from a state, local or federal agency or governing body.

1.2.3 Needs

Scope of the Proposer's Role and Responsibilities

The Department is soliciting Proposers that demonstrate efficient and effective ways of supporting disability benefit specialists, specifically related to the legal and administrative aspects of disability benefits counseling. The design, statewide implementation and development of the DBS program are the sole responsibility of the Department, in cooperation with the ADRCs under contract with DHFS. The successful Vendor under this RFP will focus activity on maintaining training and technical support provision and capacity, and shall not assume responsibility for DBS program administration, management or county personnel procedures, except as requested by DHFS.

Ongoing Training and Technical Assistance

The DBSs receive initial training and ongoing professional support, particularly for work incentive benefits issues, through the Wisconsin Disability Benefits Network (WDBN). The WDBN is Wisconsin's training entity for work incentives and disability benefit specialists, and for other members of the community seeking information and training about benefits.

The program attorneys are responsible for ongoing training of the DBSs that is specific to changes in program eligibility and the law, interpretation of the law and other content-specific information. The program attorneys will make training available through a variety of media including remote training systems such as webcasting.

Proposers for this RFP are expected to outline specific activities that describe the manner in which they will work collaboratively with the WDBN to insure the comprehensive and continuous nature of the professional training and support provided to benefit specialists. Proposers are expected to describe a plan for incorporating work incentives expertise and training into the larger body of knowledge of the DBSs.

The Contractor will be expected to provide ongoing training on benefit programs in a manner that accurately conveys the letter of public entitlement rules and regulations. Training will include established and accepted best practices and policies that comprise disability claim and adjudication. Training will employ best practices in adult education.

After signing a contract, and within three months, the successful Contractor will provide the Department all curriculum materials used to provide training to the Disability Benefit Specialists in an electronic format. These materials will be posted on the Disability Benefit Specialist secure website and will be updated by the Proposer as appropriate.

Staffing

Contractors should expect to add additional staff as needed with the expansion of the Aging and Disability Resource Centers statewide. As part of the Governor's initiative around long-term care, ADRCs are expected to be statewide by 2010. Need for additional DBS staff is anticipated and state funding will be requested to meet the need under such criteria as determined by the Department. Proposers shall indicate the number of attorneys to be employed in 2008, and the number of benefit specialists that will be provided with technical assistance and support, taking into consideration data in Section 1.2.4.

Proposer shall offer assurance that additional attorneys will be employed based upon staffing ratios mutually agreed upon with DHFS, and consistent with available funding. Proposer shall describe the qualifications of current and proposed attorney staff, including experience with the populations served by the DBS program.

Proposer shall indicate how the legal staff will work collaboratively with the program staff in the Office of Resource Center Development (DLTC/BADR/ORCD) to assure mutual support, consistent standards and transparency in communication with the ADRCs.

DHFS seeks to enter into a relationship based on the understanding that ADRC and DBS program policies and goals are the sole responsibility of the Department to identify and enforce through contract administration. The successful proposer shall indicate acceptance of this relationship and understands the Department alone will publicly articulate and explain these policies and goals.

1.2.4 Current operations

The DBS program model is based on an infrastructure of lay advocates working directly with clients to support and inform their efforts to understand and navigate the complex and inter-related network of public and private benefits for adults with physical and development disabilities, mental illness and substance use disorders, ages 18 to 59. The DBS is an integral part of the Aging and Disability Resource Center and provides services to clients regardless of their income.

Proposers can review the number of DBSs and scope of the current DBS program by viewing the Department's DBS website at: <http://dhfs.wisconsin.gov/disabilities/benspecs/program.htm>.

The Program Attorneys provide support to the lay advocates/DBS through:

- technical assistance in understanding the laws and associated regulations governing benefit programs;
- assistance to the local supervisor in understanding the quality and volume of work of the DBS under their supervision and management, including assisting with transition during the vacancy of a DBS position;
- ongoing training on topics relevant to the duties and responsibilities of the DBS;
- program orientation for new DBSs;
- close collaboration with the WDBN in the provision of initial, practitioner-level training, and ongoing professional development beyond the initial training;
- provide direct client representation, when appropriate (see description under 1.2.2 Objectives);
- frequent, productive communication with the Office of Resource Center Development and the DBS Program Manager to transmit information about problems and successes in the program, and to collaborate on the resolution of problems; and
- communication with state and county program staff will be conducted during business hours only except in the case of emergency.

The local supervisors at the ADRC monitor the day-to-day performance of the DBS on issues such as:

- DBS attitude to and respect for clients;
- adherence to ADRC philosophy and participation as an ADRC team member;
- attendance;
- 100% time reporting;
- local outreach efforts;
- training attendance, travel and training expenses;
- frequent, open consultation with the program attorney regarding quality work and workload management; and
- adherence to local policies and procedures for human resource administration.

The DHFS DBS Program Manager is responsible for:

- systems-level oversight of the program;
- working with counties to provide hiring materials (e.g., DBS sample job description, interview questions and writing sample);
- outreach and technical assistance to counties establishing their DBS programs;
- statewide and national education and information about the DBS program;
- administration and oversight of the contract with the entity providing program attorney services;
- maintenance of DBS outreach materials and public and secure websites;
- collection and publication of aggregate data on the DBS program;
- development of administrative documents governing the program including the policies and procedures, the scope of services and case management guidelines.

Currently, there are 27 DBSs operating in 17 ADRCs (22 counties) and one state-wide DBS serving only those individuals who use sign language as their primary means of communication. The DBS program is expected to expand by at least 10 DBSs by mid-2008 and by another 10 DBSs by the end of 2008. There are currently 5 program attorneys (3.675 FTE) providing services. These numbers are subject to change depending on the dynamic nature of the ADRC expansion.

1.3 Procuring and contracting agency

This Request for Proposal (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 Sue McKercher. The RFP program manager is Sarah Lincoln.

The contract resulting from this RFP will be administered by the Wisconsin Department of Health and Family Services/Division of Long Term Care. The contract administrator will be Holly Laux O'Higgins, the DHFS DBS Program Manager.

The Proposer agency will provide Program Attorney services to Disability Benefit Specialists housed at the Aging and Disability Resource Centers. Program Attorney services include technical assistance; ongoing training and collaboration with the WDBN for initial, practitioner-level training; and direct client representation, when appropriate. Specific expectations for services falling under this description can be found under 1.2.2.

1.4 Definitions

The following definitions are used throughout the RFP.

- Agency or Department or DHFS means the Wisconsin Department of Health and Family Services.
- ADRC means Aging and Disability Resource Center.
- DBS means Disability Benefit Specialist.
- Proposer/vendor means a firm submitting a proposal in response to this RFP.
- State means State of Wisconsin.
- Contractor means Proposer awarded the contract.
- Stakeholder means any individual or agency who would use or be associated with benefit specialist services (e.g., a professional referral source)

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before November 26, 2007 to:

Sue McKercher
Procurement Manager
Department of Health and Family Services/Division of Enterprise Services
1 West Wilson, Room 750, PO Box 7851
Madison, WI 53716-7851
(608) 267-7637 Voice Phone
mckersl@dhfs.state.wi.us

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

1.6 Letter of Intent to Propose

Proposers may submit a Letter of Intent to Propose. 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 posted on Wisconsin VendorNet and to all Proposers who have submitted a Letter of Intent to Propose.

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

1.7 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact the RFP Program Manager, Sarah Lincoln, at (608) 266-7974 (voice) or 711 (TTY Relay).

1.8 Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the Department. All due dates must be met by 4:30 p.m., CST. In the event that the Department finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
November 12, 2007	Date of issue of the RFP.
November 26, 2007	Last day for submitting written inquiries.
November 26, 2007	Letters of Intent to Propose due
December 07, 2007*	Mail answers to questions, and any addendums/revisions to RFP
January 11, 2008	Proposals due from Proposers.
January 30, 2008*	Notification of intent to award sent to Proposers.
February 12, 2008*	Contract Negotiation Estimated to begin.
February 21, 2008*	Contract signed by Proposer and DHFS.
March 1, 2008*	Contract start date.

*Dates are estimates.

1.9 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 for one (1) year from that date, with an option by mutual agreement of the agency and contractor, to renew for two (2) additional 1 (one)-year periods.

The dollar amount of the contract will vary from year to year, and sometimes within the year, depending on the number of DBSs employed at the ADRCs. There is no guarantee on the amount of funding or volume of work generated under this contract. The anticipated available funding for the contract is \$455,000.

1.10 VendorNet registration

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 of more than \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, State agencies also are

using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

The evaluation and selection of a Contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

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 is not liable for any cost incurred by Proposers in replying to this RFP.

2.3 Submitting the proposal

Proposers must submit an original and six (6) copies of all materials required for acceptance of their proposal by January 11, 2008, 4:00 PM CST to:

Sue McKercher
RFP Procurement Manager
Department of Health and Family Services/DES
Bureau of Intergovernmental Relations and Contract Management
1 West Wilson, Room 750
Madison, WI 53707

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. Proposers mailing their proposals or using a commercial delivery service must allow sufficient time for delivery of their proposals by the specified time. For the purposes of this RFP, receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office.

Faxed or e-mailed proposals will not be accepted. Late proposals shall be rejected and returned unopened. There are no exceptions.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

An original plus three (3) copies of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP for Program Attorney Services for Disability Benefit Specialists" and name of the Proposer and due date. The cost proposal is due to the addressee on the due date and time noted above.

2.4 Proposal organization and format

Proposals should be typed in 12-point font, double-spaced, with 1-inch margins, and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Each proposal shall stipulate in their introduction that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Proposals should 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:

Cover page (DOA 3261)

Introduction

Response to general requirements (Total of 250 points)

Organizational qualifications (175 points)

Staff qualifications (75 points)

Response to technical requirements (Total of 600 points)

Technical assistance (300 points)

Training (300 points)

Proposer References

Required forms

Designation of Confidential and Proprietary Information (DOA 3027)

Vendor Information (DOA 3477)

Vendor Reference (DOA 3478)

Appendix A - Cost proposal (150 points)

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.

No mention of the cost proposal may be made in the response to the technical requirements of this Request for Proposal.

2.5 Oral presentations

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

2.6 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 five (5) 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 they are completed with all requested materials included. Failure to include all materials may result in rejection of the proposal. In the event that all vendors do not meet one or more of the requirements, the State 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 Proposal scoring

Various costing methodologies and models are available to analyze the cost information to determine the lowest cost to the Department. The Department 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.

The Cost Proposal will be scored by the RFP Procurement lead, Sue McKercher. 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 Procurement lead's direction. The committee may review references, request oral presentations 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>
General requirements – see Section 4.0 for details	250	25%
Technical requirements – see Section 5.0 for details	600	60%
Cost – see Section 6.0 for details	<u>150</u>	<u>15%</u>
Total:	1,000	100%

The evaluation committee must award at least 700 points for the General and Technical requirements prior to having the cost proposal scored. A proposal that receives less than 700 points on these sections will be ineligible 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, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the agency may negotiate a contract with the next highest scoring Proposer.

3.5 Award and final offers

The State will compile the final scores, technical and cost, for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible Proposer. Alternatively, the highest scoring Proposer or Proposers may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, re-scored and ranked by the evaluation committee. The award then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the State will request a final and best offer.

3.6 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 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 4:00 p.m., CST, at the Office for Independence and Employment, 1 West Wilson St., Room 951, Madison, WI 53707. Vendors should schedule reviews with Sarah Lincoln, RFP Manager at (608) 266-7974.

3.7 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:

Kevin Hayden, Secretary
Department of Health and Family Services
1 West Wilson, Room 650
Madison, WI 53716-7851

and received in his office no later than five (5) working days after the notices of intent to award are 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: ORGANIZATIONAL CAPABILITY (Total: 250 points)

4.1 Organization capabilities (175 Points)

The successful Proposer will have an organizational philosophy that promotes equal opportunity to employment and community living for all individuals regardless of disability, access to entitled services for all individuals, and a commitment to professional collaboration that drives advocacy efforts.

Specifically discuss the organization's experience and capabilities in:

- building relationships with stakeholders to develop mutually beneficial partnerships (e.g., Disability Determination Bureau, Social Security Administration, or similar entity),
- responding in a timely manner to requests for information and/or technical assistance from the general public and stakeholders in specific,
- implementing a governance/management structure and staffing plan that is timely and responsive to the needs of partners/customers such as the DBS.
- developing program materials for a variety of media to assist stakeholders (e.g., DBSs).
- working constructively with county government to serve county residents, or to advocate on their behalf

4.2 Staff qualifications (75 Points)

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project and how these relate to the scope of work and the organization capabilities. All attorneys must be in good standing and authorized to practice law in the State of Wisconsin.

Describe how technical assistance will be provided by telephone, email and in person, and how the staff will identify the need for technical assistance. What criteria will be used to determine when to communicate with the supervisor of the DBS?

What guidelines will be applied to each staff person regarding how promptly staff will respond to telephone calls or email from DBS or their supervisor?

How will staff relate to the DHFS program manager who administers the ADRC contract requirements regarding policy or communication with DBS. What is the approach to clarifying roles and responsibilities of various stakeholders?

Describe how staffing will be adjusted to meet the anticipated increased number of DBSs. Estimate the amount of time required to achieve full staffing, estimated timelines for reaching full staffing, and how the goals set forth in the RFP will be met until full staffing is achieved. Currently, there are 27 DBSs operating in 17 ADRCs (22 counties) and one state-wide DBS serving only those individuals who use sign language as their primary means of communication. The DBS program is expected to expand by at least 10 DBSs by mid-2008 and by another 10 DBSs by the end of 2008. There are currently 5 program attorneys (3.675 FTE) providing services.

5.0 TECHNICAL REQUIREMENTS (Total: 600 points)

5.1 Overview of technical requirements

The following technical requirements will be reviewed to establish the specific proposed application of experience and skills to the technical assistance and training criteria which are critical to the provision of program attorney services to DBSs. Proposers should also discuss the goals and mission of the program to demonstrate an in-depth understanding of the program, its role in the Aging and Disability Resource Center, and as part of the larger community of benefit specialists (e.g., Elderly Benefit Specialists and Work Incentives Benefit Specialists).

5.2 Technical Assistance (300 points)

1. demonstrated knowledge of and experience with (150 points):

- a. public and private benefit programs (e.g. Social Security Title II and XVI programs and health insurance portability)
- b. interpreting the law and rules specifically relevant to benefits programs (e.g., such as Social Security Title II and XVI programs, and Medicaid programs)

Discussion of these points may include, but is not limited to: years of experience, successful efforts to help consumers achieve benefits or other supports in lieu of benefits, membership and role in organizations addressing public benefits, and agency commitment to the rights of consumers around public benefits.

2. discussion of proposed methods to communicate with and respond to (150 points):

- a. availability of program attorneys as needed by the DBSs
- b. DHFS requests for data and reports on the activities of the program attorneys
- c. local supervisors at the ADRC
- d. requests to provide direct client representation within the parameters described under 1.2.2

This discussion may include, but is not limited to: re-iteration of the staffing plan to meet DBS technical assistance and training needs throughout the expansion of the program, including timelines for hiring staff and strategies for addressing potential staffing shortages; understanding of the agency's role as a contractor to provide specific services to DHFS; commitment to timely response to requests from DHFS; strategies for effective communication with local supervisors, including strategies for addressing potential communication break-downs; and an understanding of the parameters describing direct client representation.

5.3 Training (300 points)

1. demonstrated knowledge of and experience with (150 points):

- a. adult learning styles and teaching methods
- b. conducting training for adults on complicated topics
- c. training on benefit programs in a manner that accurately conveys the letter of public entitlement rules and regulations.
- d. the development of advocacy letters, case theory, and the SSA

- e. Administrative Law Judge processes working with lay advocates

The discussion may include, but is not limited to: the media and method accessible to different learning styles (e.g., electronic, paper, verbal, group discussion, lecture) and to accommodate DBS schedules and travel limitations (e.g., regional trainings, webcasts or other virtual training methods); commitment to providing training that treats the public benefits system and the associated governance structure as partners in securing public benefits through the development of relationships and through thorough understanding of the processes involved in administration of large public benefits programs; and what it means to be an effective advocate and methods of advocacy (e.g., letters, understanding the scope of a case).

- 2. discussion of proposed methods to (150 points):
 - a. collaborate with the Wisconsin Disability Benefits Network on the provision of practitioner-level, initial DBS training, and practitioner professional development
 - b. providing training through a variety of media
 - c. integrating work incentives benefits counseling skills into the DBS training curriculum
 - d. providing all curricula and training materials to DHFS in an electronic format; maintenance of these materials as appropriate

Narrative in this section may include, but is not limited to: a discussion demonstrating understanding and commitment to the inclusion of, and importance of, work incentives benefits counseling in the repertoire and knowledge of DBSs; and the complementary roles of the WDBN and training provided by the proposer including the sharing of materials, efforts and commitment to the education of benefit specialists.

6.0 PROPOSER REFERENCES

- 6.1 Proposers must include in their proposals, a list of all (clients/buyers/organizations) with whom the Proposer has done business similar to that required by this solicitation within the last five (5) years. For each client/buyer/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 which 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 State reserves the right to contact other agencies than those named in the References document. The results of any references will be provided to the evaluation committee and used in scoring the proposal. Use DOA 3478 to list references. Attach a sheet to provide a brief description of services. See Section 10, Required Forms.

7.0 COST PROPOSAL

- 7.1 General instructions on preparing the Cost Proposal (150 points):

The cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. 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. The cost methodology will be available at the time that the proposals are due.

- 7.2 Format for submitting cost proposals

See Appendix A, page 27.

- 7.3 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date for proposals.

7.4 Inflationary adjustment

The contractor may request an inflationary adjustment to his/her base fee/hourly rate(s) at the start of each annual contract extension/renewal period.

8.0 SPECIAL CONTRACT TERMS AND CONDITIONS

8.1 Payment requirements

The payment under this contract will operate under the rules established for the Community Aids Reporting System (CARS). One-twelfth of the entire contract will be paid to the vendor for the first three months, with the vendor filing reimbursement requests for actual expenses during that period. The total request for reimbursements cannot exceed the total amount of the contract. All requests for reimbursement must be submitted 90 days after the end of the contract.

8.2 Prime contractor and minority business subcontractors

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Proposer must clearly explain their participation.

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor shall furnish appropriate quarterly information about its effort to achieve this goal, including the identities of such enterprises certified by the Wisconsin Department of Commerce and their contract amount.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. The listing is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbe/index.asp>.

8.3 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 conflicts or disputes.

Contract Exhibit as addendum to the contract, effective 3/1/08 to 12/31/08
Vendor's Proposal, Due Date of January 11, 2008
State Request for Proposal, Dated November 12, 2007
Standard Terms and Conditions (DOA 3054, DOA 3681)

8.4 Termination of contract

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 10 (ten) hours/days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 (thirty) days prior to said termination.

9.0 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.

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 chemi-

cal, 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 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.

34.0 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.



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.

10.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached.

Signed Request for Proposal Form (DOA-3261) (cover page)
Designation of Confidential and Proprietary Information (DOA-3027)
Vendor Information (DOA-3477)
Vendor Reference (DOA-3478)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Proposal #1601 DLTC-SM 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 _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail 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 () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 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 () _____ E-Mail 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 () _____ E-Mail 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

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 _____

APPENDIX A

Scoring the Proposed Use of Contract Funding

Scoring cost for this RFP must be based on the proposed use of dollars available to support this program.

1. Proposed budget must address details on staff costs, percent FTE of staff, reasonable (less than 9%) indirect cost to support
2. Proposed budget must provide details for training in a variety of locations throughout the state and associated training and travel costs; technical assistance is expected to be costed through the salaries and fringe time of staff. Proposed budget must also address anticipated travel to DBS locations throughout the state.
3. Proposed budget must limit itself to the established dollar amount or less and to the activities outlined in this RFP. Budget planning for recruiting additional staff, as necessary, should be included.

BUDGET DETAIL RFP _____

(NOTE: Proposers must prepare this initial budget for the 12-Month Period of _____ through _____ and one for each subsequent optional renewal year)

i. Salaries					
(a)	(b)	(c)	(d)	(e)	(f)
Title of Position	% of Time Budgeted	Hourly Rate or Monthly Salary	Hours per Week	Number of Months	Personnel Cost
			(g)	Salary Sub-Total	\$

BUDGET DETAIL

Item	Description/Details	Budgeted Amount
1. Total Salaries from Page B-1		
2. Fringe Benefits		
3. Personal Liability Insurance		
4. Travel for Staff		
5. Equipment		
6. Supplies and Operating Expenses		
7. Contractual and Consultant Costs		
8. Other Expenses (List)		
9. Total Agency Direct Expenses (Total 1 – 9)		
10. Agency Indirect Expenses (9% of line 10)		
11. Total Budget Cost		

Authorization of Cost Proposal

Name, Title and Telephone Number of Person Authorized to Commit Applicant Organization to this Agreement:	
Name:	Title:
Telephone:	
Signature:	Date: