

PROPOSALS MUST BE SEALED AND ADDRESSED TO:
only.)

ORGANIZATION ADDRESS:

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

RESPONDENT (Name and Address)

Remove from respondent list for this commodity/service. (Return this page

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal **(RFP) 1666 DHCAA-JS**. 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. Respondent 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 Friday, March 13, 2009 11:00 AM CST	Public Opening <input type="checkbox"/> No Public Opening <input checked="" type="checkbox"/>
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Name (Contact for further information) Jacqueline Sommers Smith

Phone (608) 266-0509	Date February 16, 2009
--------------------------------	----------------------------------

Quote Price and Delivery FOB

Description

Food Stamp Employment and Training (FSET) Program Services

FSET is a voluntary employment and training program designed to provide FoodShare recipients the assistance and support they need to obtain competitive employment. The program strives to meet the individual strengths, needs and preferences of job seekers by offering services that promote job seeking skills and vocational training, which will improve employment opportunities.

The Wisconsin Department of Health Services (DHS), Division of Health Care Access and Accountability (DHCAA), is seeking innovative proposals that will increase FSET participation in Milwaukee County, the goal being positive employment outcomes for participants.

The initial contract will be for one three (3) year period with two 1-year renewal options for a total contract term not to exceed five (5) years.

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

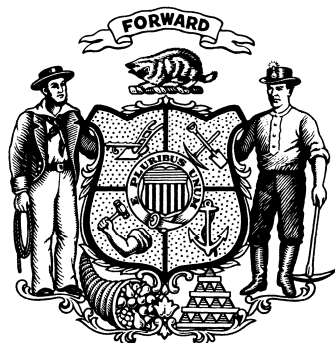
In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other respondent, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other respondent 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)

REQUEST FOR PROPOSAL

STATE OF WISCONSIN
DEPARTMENT OF HEALTH SERVICES
DIVISION OF HEALTH CARE ACCESS AND ACCOUNTABILITY



RFP # 1666 DHCAA-JS

Food Stamp Employment Training (FSET) Program Services

PROPOSALS MUST BE RECEIVED BY 11:00 AM CST on Friday, March 13, 2009

**LATE PROPOSALS WILL BE REJECTED
FAXED PROPOSALS WILL NOT BE ACCEPTED
THE STATE RESERVES RIGHT TO REJECT ANY AND ALL PROPOSALS**

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1.0 GENERAL INFORMATION

1.1 Introduction and Scope of the Project

The State of Wisconsin as represented by DHS, by means of this RFP, is seeking proposals for the provision of the administration of the Food Stamp Employment and Training (FSET) program for Milwaukee County. DHS intends to use the results of this solicitation to award one or more contracts of five years in duration: an initial three year term and two potential 1-year renewals.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for administering the FSET program throughout Milwaukee County. The State as represented by the DHS and its Division of Health Care Access and Accountability (DHCAA) intends to use the results of this solicitation to award one or more contracts for Food Stamp Employment and Training (FSET).

1.2 Project Description

FSET is a voluntary employment and training program designed to provide FoodShare recipients the assistance and support they need to obtain competitive employment. The program strives to meet the individual strengths, needs and preferences of job seekers by offering services that promote job seeking skills and vocational training, which will improve employment opportunities.

Due to the nature and scope of the employment and training needs of Milwaukee County FoodShare recipients, the DHS prefers to contract with an organization demonstrating the capacity to function as the Sole Administrator of the FSET Program across Milwaukee County. As such, this organization would coordinate, monitor, direct, and act as Fiscal Agent in the provision of all FSET services in the County.

General Requirements of this RFP afford Respondents the opportunity to demonstrate the ability to provide services as a Sole Administrator with management and service delivery functions necessary to the successful operation of an FSET program in Milwaukee County. All Respondents should demonstrate comprehensive skills for promoting and delivering employment and training services with a high degree of program integrity. Technical Requirements serve as a guide to Respondents in describing and elaborating upon their service delivery philosophies and methodologies.

Proposals may be submitted which address the requirements for consideration as a Sole Administrator of FSET program services in Milwaukee County. Functions and objectives must include administration (including Fiscal Agency), service coordination and management of employment and training providers, and the provision of direct services to FSET participants either by the Sole Administrator

itself or through other means such as partnerships and/or subcontracting arrangements.

To apply as a Sole Administrator, an organization will be required to provide specific details regarding its' previous experience as a management organization. The organization must disclose, in their proposal, contact information specific to those providers over whom they have had management responsibilities, describe the nature of the business relationship, and outline qualifications of key staff. These providers could be managed under any of the following arrangements: formal subcontracting agreements, established community partnerships, or other formal or informal networking arrangements. In addition, by submitting a proposal under any premise, the organization certifies its capacity and responsibility to ensure fiscal and programmatic integrity of the FSET program within the confines of State and Federal policy and regulation.

All Respondents must also demonstrate experience in and capacity to develop and implement an effective system for:

- a. contracting with vendors for services
- b. coordinating services with community partners or other networks of providers
- c. specifying the minimum quality standards for payment eligibility
- d. evaluating and processing claims for payment from vendors
- e. making accurate and timely vendor payments after assuring claims meet requirements, and
- f. monitoring vendor performance in compliance with contract requirements instituting corrective actions when necessary.

1.3 Objectives

The Wisconsin Food Stamp Employment and Training State Plan for Federal Fiscal Year (FFY) 2009, as required under the Food Stamp Security Act of 1985 was approved by the Federal Nutrition Service. Wisconsin's FSET plan included a vision for improving the quality of services under a voluntary program. As of March 2008, FSET program participation changed from mandatory to voluntary.

DHS is seeking innovative proposals that will serve to increase FSET participation in Milwaukee County producing results in positive employment outcomes relative to the value of the services offered. Services should not only be designed to increase the likelihood of securing competitive employment, but also provide vocational training that enhances job security and career advancement.

Based on the nature and content of proposals submitted, DHS reserves the right to award the FSET contract to either a single organization to act as Sole Administrator or several organizations that will be responsible for conducting ongoing activities centering on FSET program delivery for current and future participants in the Milwaukee County FSET program. In the event the submitted

proposals do not meet DHS' requirements for a Sole Administrator organization DHS reserves the right to negotiate alternative levels of service and award contracts commensurate with these alternatives to multiple agencies to provide one or more of the direct service provisions allowable under the FSET program.

1.4 Needs

All proposals must demonstrate the Respondent's abilities to provide services designed to meet the unique vocational needs of job seekers based on individual strengths, barriers and preferences. Services must not only promote job seeking skills but also offer vocational skills enhancement and career advancement services which will improve the likelihood of obtaining and sustaining employment at or above a living wage.

To qualify as a Sole Administrator, Respondents must **further** ensure that their organization offers the ability to coordinate all FSET service delivery throughout Milwaukee County.

1.5 Current Operations

DHS currently has contracts in place with several Milwaukee County agencies to provide many of the services described in this document. These contracted services are intended to be replaced through means of this RFP.

Proposals are sought which will demonstrate the Respondent's ability to provide ongoing FSET services for approximately 1800 individuals who are currently being served throughout the county. In addition, Respondents must explain their capacity to serve additional participants. Descriptions should also include a response to possible increases in demand due to program participation having becoming voluntary. Under the former mandatory program, approximately 70% of participants opted to take an FSET sanction rather than participate in the program. A sanction not only resulted in loss of employment services, but also ended the individual's eligibility for FoodShare benefits. Service delivery must now be re-designed to make voluntary participation more attractive than the services previously offered under the mandatory program.

1.6 Procuring and Contracting Organization

This RFP is issued by the Wisconsin DHS 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 Jacqueline Sommers Smith, Procurement Manager.

The contract resulting from this RFP will be administered by the Wisconsin Department of Health Services, Division of Health Care Access and Accountability (DHCAA). The contract administrator will be Timothy Holthaus.

1.7 Definitions

The following definitions are used through the RFP:

DHS means the Wisconsin Department of Health Services

DHCAA means the Division of Health Care Access and Accountability within DHS

Organization means the entity proposing to function as the Sole Administrator and/or as provider of employment and training services

Respondent means an organization submitting a proposal in response to this RFP

State means the State of Wisconsin.

Federal Government means the United States Department of Agriculture (USDA), Division of Supplemental Nutritional Assistance

Contractor(s) means the Respondent(s) awarded the contract

FSET means Food Stamp Employment and Training

Competitive Employment means employment that pays unsubsidized wages

CARES means Client Assistance for Re-employment and Economic Support and is the State's automated system used, among other things, to enter work program information concerning participants

Income Maintenance Organization (IM Organization) means the County or State office responsible for determining eligibility for FoodShare and other benefits

1.8 Clarification and/or Revisions to the Specifications and Requirements

Any questions concerning this RFP to be submitted in writing (email preferred) on or before the date listed in 1.11 Calendar of Events to the Procurement Manager, Jacqueline Sommers Smith (see section 2.2).

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 notify immediately the above named individual of such error and request modification or clarification of the RFP.

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 all recipients of this initial RFP.

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

Any contact with State employees concerning this RFP is 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.

1.9 Vendor Conference

No Vendor Conference is planned for this RFP.

1.10 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request.

1.11 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 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 or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
February 16, 2009	Date of issue of the RFP
February 23, 2009	Last day for submitting written inquires
March 4, 2009	Q & A Posted to VendorNet
March 13, 2009, 11:00 AM CST	Proposals due from Respondents
April 13, 2009 (est.)	Notification of intent to award sent to Respondents
May 1, 2009	Contract start date

1.12 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 three (3) years from that date, with an option by mutual agreement of the state and contractor, to renew for two (2) additional one-year periods.

See Appendix 1 for details on funding allocations, limitations, and restrictions.

1.13 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 over \$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

Guidelines for preparing and submitting the proposal, elements to include in the description of the Respondent's corporate capabilities, elements to include in the Respondent's approach to contract implementation, and the requirements of the Technical and Cost Proposals are set forth in this section.

2.1 Guidelines for Preparing the Proposal

The following guidelines must be followed in preparing the proposal:

- The entire proposal must be typed one-sided on plain standard 8 1/2 x 11-inch paper. Brochures, artwork, heavy paper, and visual or other presentation aids are not encouraged or acceptable.
- Proposal must be organized and presented in the order and by the number assigned in the RFP.
- Each Technical Proposal and Cost Proposal must clearly indicate that they are valid for a minimum of one year from the proposal due date.

2.2 Submission of the Technical and Cost Proposals

To be considered in the proposal evaluation process, sealed proposals must be submitted to:

Jacqueline Sommers Smith
Procurement Manager
Department of Health Services
Division of Enterprise Services
1 W. Wilson Street, Room 750
Madison, WI 53703

Proposals must be prepared in two (2) components: Technical Proposal and Cost Proposal, and prepared in accordance with the requirements stated in this RFP. The original and five (5) copies of the Technical Proposal under sealed cover and the original and three (3) copies of the Cost Proposal sealed under separate cover must be received at the address above, no later than **11:00 A.M. CST on March 13, 2009**. In addition, both components must be submitted on two (2) distinct CDs or DVDs – one for the Technical Proposal and one for the Cost Proposal. Each disc must be labeled with the contents. Only one pair of CD/DVDs is required for each Proposal. The Cost Proposal CD must be formatted in editable (i.e. non-PDF) software to facilitate data verification.

Proposals must be received in the designated office of the Department by the specified time. Respondents are cautioned that receipt of a proposal by the United States Postal Service, State of Wisconsin mail system or a commercial carrier does not constitute receipt of a proposal by the Department for purposes of this procurement. All proposals that are received after the closing date and time will not be reviewed and will be returned, unopened, to the Respondent. **No exceptions will be allowed.**

The outside cover of the package containing the **Technical Proposal** must be marked:

TECHNICAL PROPOSAL

Food Stamp Employment and Training (FSET) Program Services

Name and Address of Respondent

Due: March 13, 2009 11:00 A.M. CST

RFP #1666 DHCAA-JS

The outside cover of the package containing the **Cost Proposal** must be marked:

COST PROPOSAL

Food Stamp Employment and Training (FSET) Program Services

Name and Address of Respondent

Due: March 13, 2009 11:00 A.M. CST

RFP #1666 DHCAA-JS

Submission of a proposal shall constitute Respondent recognition and consent to adhere to the terms and conditions of this RFP and those in Form DOA-3054, Standard Terms and Conditions and in Form DOA-3681, Supplemental Standard Terms and Conditions. Both documents can be found in Section 8.0.

The Department reserves the right, at its sole discretion, to reject any or all proposals. This RFP may or may not result in an award of Contract(s). The State reserves the right to cancel this RFP at any time and for any reason, and to reject all proposals. Receipt of proposals by the Department confers no rights upon the Respondent and does not obligate the State in any manner. Submission of a proposal constitutes the Respondent's consent to the use of the review method set forth in this RFP.

2.3 Technical Proposal Requirements

The Technical Proposal must include six (6) separate sections (with tabs) presented in the following order:

1. Transmittal Letter
2. Cover Pages
3. Table of Contents
4. Executive Summary
5. Statement of Assurances to Execute and Fulfill a Contract
6. Technical Proposal

The technical proposal must be presented in the exact order given to assure completeness of response by the Respondent and to enhance understanding of the Respondent's response by the Department.

No reference to or inclusion of the Cost Proposal or any of its details may appear in any section of the Technical Proposal.

2.3.1 Transmittal Letter

The Transmittal Letter must be on the official business letterhead of the Respondent proposing to become the prime Contractor and must be signed by an individual authorized to legally bind the Respondent. The letter is to identify all material and enclosures being submitted in response to the RFP and to set forth certain assurances.

The Transmittal Letter must include the following statements and/or components:

- The Respondent will be the Contractor and is a corporation or other legal entity.
- A list identifying any and all current and proposed subcontractors, community partners, or other networked providers along with contact information for each.
- The Respondent will assume sole responsibility for all Contractor and subcontractor responsibilities and work indicated in the RFP.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal.
- The Respondent does not discriminate in employment practices. Refer to Standard Terms and Conditions Form DOA-3054.
- The Technical Proposal and Cost Proposal are valid for a minimum of one year from the due date of the Proposal.
- No cost or pricing information has been included in this letter or the Technical Proposal.
- That the Proposal is, in its entirety, predicated upon the requirements, terms, and conditions of the RFP and any supplements or revisions thereof.
- The person signing this proposal is authorized to represent decisions on behalf of the Respondent's organization as to the prices quoted.
- No person who is an owner, employee, or consultant of the Respondent, or has a contract with the Respondent:
 - Has been excluded from participation under any program funded under the auspices of the USDA;
 - Has been debarred by any Federal agency; or
 - Has been, or is now, subject to a civil money penalty under any USDA program.

- The Respondent currently has no other interest and shall not acquire any other interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and shall not employ, any person having such interest.
- If Respondent is or would be associated with any parent, affiliated, or subsidiary organization, either under a formal or informal arrangement, in supplying any service or furnishing any supplies or equipment to the Respondent that would relate to performance under this contract, the Respondent is also required to submit with the proposal written certification and authorization from the parent, affiliated, or subsidiary organization. Further, if, at any time after a proposal is submitted, such an association arises, the Contractor will be required to obtain a similar certification and authorization from the parent, subsidiary or affiliate organization; failure to submit such certification and authorization will constitute grounds for termination of the contract at the option of the State.
- The Respondent certifies, through a notarized statement, that the Respondent, through its duly authorized representatives, declares that it has in no way entered into any arrangement or agreement with any other Respondent or with any public officer or Contractor of the State of Wisconsin in which the Respondent has offered or given or is to offer or give another Respondent or public officer any sum of money or anything of value; that the Respondent has not entered into any arrangement or agreement with any other Respondent or Respondents which could lessen or destroy free competition in awarding the contract sought by the attached proposal; and that, unless otherwise required by law, the prices quoted shall not be knowingly disclosed by the Respondent prior to award, directly or indirectly, to any other Respondent or to any competitor.

If the Respondent declares its intention to use subcontractor(s), a statement from each subcontractor must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating:

- Name, location and address, telephone number and contact person.
- The specific activities to be performed by the subcontractor and the percentage of total work based upon Contractor price.
- The subcontractor's willingness to perform the work indicated.
- That the subcontractor does not discriminate in their employment practices. Refer to additional required forms for the Standard Terms and Conditions in requests for proposal form DOA-3054.

If the proposal deviates from the detailed specifications and requirements of this RFP, the Transmittal Letter must identify and explain these deviations. The State of Wisconsin reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

2.3.2 Cover Pages

The Respondent must complete and sign the RFP Cover Page DOA-3261; identify confidential and/or proprietary information by completing DOA-3027; provide contact information of key individuals within the Respondent's organization by completing the Contractor Information form DOA-3477; and finally, Respondents will provide reference information by completing the Contractor Reference form DOA-3478. The latter three (3) forms can be found in Section 9.0 of this RFP. These four (4) forms are to be submitted as the Cover Pages to the Technical Proposal.

2.3.3 Table of Contents

The Technical Proposal must contain a Table of Contents which includes page numbers.

2.3.4 Executive Summary

The Executive Summary section will condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal.

The Executive Summary must include a clear and concise summary of the Respondent's corporate capabilities, project organization and staffing structure, approach to project implementation, approach to project operations, and understanding of the project. It shall also include a clear and concise summary of the Respondent's understanding of the project and the DHCAA's needs.

2.3.5 Statement of Assurances to Execute and Fulfill Contract

Respondents must submit a signed and dated statement giving assurances that the Respondent will agree to execute and fulfill a contract according to the conditions, requirements, and terms specified in this RFP.

In addition, Respondents must disclose any administrative action or lawsuit, threatened or pending, that regards (1) a financial matter that could significantly affect the organization's solvency or financial ability to successfully perform under this contract; (2) a matter that has been or would be brought against the organization as a party to a contract by another party to that contract; or (3) a licensing or regulatory matter that would affect the organization's credentials or ability to perform under this

contract. Furthermore, Respondent must disclose any past contract actions brought against the organization for breach of contract or any contracts that were terminated because of the organization's breach or financial instability.

2.4 Oral Presentations and Site Visits

Top scoring Respondents based on an evaluation of the written proposal may be required to participate in interviews and/or site visits 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 respondent. Failure of a respondent to interview or permit a site visit on the date scheduled may result in rejection of the Respondent's proposal.

2.5 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Respondents may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of five (5) calendar days after the due date and time if received by the RFP procurement manager. To accomplish this, the written request must be signed by an authorized representative of the respondent and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the respondent may submit another proposal at any time up to the proposal closing date and time.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Proposal Requirements

Interested Respondents should possess the capacity to administer and/or deliver FSET program services to eligible FoodShare applicants and recipients who volunteer for approved FSET activities in Milwaukee County.

DHS is committed to funding employment and training activities that emphasize the advancement of employment skills and increased earning potential. Organizations must demonstrate experience in meeting this need, as well as how they intend fulfill this commitment in the future.

In the event that no single proposal meets DHS' minimum expectations in identifying an organization to serve as the Sole Administrator of FSET in Milwaukee County, the State reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meet the requirements specified in this RFP and which will advance the goal of providing FSET services in Milwaukee County in the most efficient manner.

3.2 Proposal Scoring

Proposals will be referred to an Evaluation Committee. Each individual evaluator will score each proposal against the applicable criteria described in Section 3.3. A respondent may not contact any member of an evaluation committee except at the State’s direction. The Committee reserves the right to review references, request interviews, and/or conduct on-site visits and use the results in scoring the proposals. The Committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

All proposals will be evaluated to determine if general and technical requirements are met. In the event that all vendors do not meet one or more of these requirements, the State reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meet the requirements specified in this RFP.

The cost of proposed service delivery will also be reviewed. DHS understands that the lowest bid does not always equate with an organizations ability to provide top quality employment and training administration and services.

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)).

3.3 Evaluation Criteria

Proposals will be scored on the basis of narrative and cost information. There will be a total of 850 achievable points per Technical Proposal, per evaluator. Each Technical Proposal, comprised of general and technical components, has a potential scoring range of 0-850 points (0%-85% of total score). Each Cost Proposal has a potential scoring range of 0-150 points (0%-15% of total score).

Proposals will be evaluated and scored using the following scale:

<u>Description</u>	<u>Points</u>	<u>Percent</u>
1. General requirements	550	55%
• Section 4.0 in its entirety		
2. Technical requirements	300	30%
• Section 5.0 in its entirety		
Sub-total:	850	85%
3. Cost	150	15%
• Section 6.0 in its entirety		
Total Possible Points:	1,000	100%

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, service delivery specifications, and award amount, with the selected respondent(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring respondent, DHS may negotiate a contract with the next highest scoring respondent(s).

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 respondent. Alternatively, the highest scoring respondent or respondents may be requested to submit final and best offers. If final and best offers are requested by the State and submitted by the Respondent, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring respondent. However, a respondent should not expect that the State will request a final and best offer.

3.6 Notification of Intent to Award

All Respondents 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 DHS staff, copies of proposals will be available for public inspection from 8:00 a.m. to 3:30 p.m. at One West Wilson Street, Room 750, Madison, WI 53703. Respondents must schedule reviews with Jacqueline Sommers Smith at 608-266-0509.

3.7 Appeals Process

Notices of intent to protest and protests must be made in writing to DHS. 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:

Karen Timberlake, Secretary
Department of Health Services
One West Wilson Street
PO Box 7850

Madison, WI 53701-7850

and received in her 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 DHS Secretary 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 DHS. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

3.8 Response Requirements

General Requirements of this RFP afford Respondents the opportunity to demonstrate the ability to provide services as a Sole Administrator with management and service delivery functions necessary to the successful operation of an FSET program in Milwaukee County. All Respondents should demonstrate comprehensive skills for promoting and delivering employment and training services with a high degree of program integrity. Technical Requirements serve as a guide to Respondents in describing and elaborating upon their service delivery philosophies and methodologies.

Proposals may be submitted which address the requirements for consideration as a Sole Administrator of FSET program services in Milwaukee County. Functions and objectives must include administration (including Fiscal Agency), service coordination and management of employment and training providers, and the provision of direct services to FSET participants either by the Sole Administrator itself or through other means such as partnerships and/or subcontracting arrangements.

4.0 GENERAL PROPOSAL REQUIREMENTS

This section stipulates the general qualifications and requirements that proposing organizations must meet in order to be considered as a possible contractor under this RFP.

In structuring their proposals, Respondents should cite experiences, history, and outcome resulting from current, past, or proposed relationships with subcontractors, community partners, and any other networked relationships used in forwarding the goals and objectives of the FSET program. Proposals should clearly state how the experience (gained or planned in these relationships) has or would apply to the desired outcomes of this RFP.

4.1 Organizational Qualifications and Capabilities:

All proposals must address how employment and training services will be administered according to applicable Federal and State regulations for Milwaukee County. All proposals must clearly describe the **scope** of services proposed (e.g. as a Sole Administrator up to and including targeting specific geographic area, socio-economic population, and/or a specific range of services if applicable). Describe your organization's administrative structure and ability to administer and monitor approved employment and training services for FS applicants and recipients who reside in Milwaukee County within the scope selected. Describe current and proposed methods that demonstrate the ability to perform the following functions:

4.1.1 Provide support and Programmatic Management of FSET services

4.1.1.1 Describe how the organization's internal structure would facilitate support for managing and administering an array of FSET program services for Milwaukee County FoodShare participants within the scope selected in Section 4.1.

4.1.1.2 Describe key staff positions within the organization responsible for ensuring the availability of FSET services, evaluating the value of services provided and managing fiscal accountability of the program. Include assurance measures that would be utilized to monitor service delivery to ensure confidence that participants' vocational needs are being met within the allowable State policies and procedures of the program.

4.1.1.3 Single Administrator Qualifications

As a Single Administrator, an organization must provide specific details regarding previous experience as a management agency.

4.1.1.3.1 Demonstrate fiscal and programmatic integrity of the FSET program within the confines of State and Federal policy and regulation.

4.1.1.3.2 Demonstrate experience in and capacity to develop and implement an effective system for:

- a) contracting with vendors for services; specifying the standards of quality that those services need to meet in order to receive payment;
- b) evaluating and processing claims for payment from subcontractors and other vendors;
- c) making accurate and timely vendor payments upon assuring that claims meet requirements; and

- d) monitoring vendor performance in relation to the Contract instituting corrective actions as necessary.

- 4.1.2 Facilitate community outreach and promotion of FSET services.
 - 4.1.2.1 Describe how the organization would conduct outreach efforts to assess the employment needs of Milwaukee County.
 - 4.1.2.2 Describe how the organization would determine which employers or industries would benefit from the services FSET can provide. Include the organization's capacity to understand employment trends and the changing needs of industries and occupations and how the organization would connect with employers to meet their needs.

- 4.1.3 Develop community partnerships with other human service providers.
 - 4.1.3.1 Describe the role community partners would have in providing services that would compliment the FSET services offered through your organization. Include the process for making referrals and for providing ongoing monitoring through case management. Provide specific details as to past and present community partnerships that have fostered successful employment outcomes.
 - 4.1.3.2 As a Sole Administrator, include contact information for specific providers to which your organization provided management, a description of the nature of the business relationship and qualifications of the key staff that provided the service.

- 4.1.4 Provide supervision and training of staff.
 - 4.1.4.1 Describe how the organization would meet the training needs of staff and, if applicable, direct supervision of direct service providers to ensure compliance with Federal and State regulations at all delivery levels. FSET service delivery data must be captured on a timely basis through the proper interface with CARES.
 - 4.1.4.2 Describe any current experience using CARES and further describe how approved policy and procedures would be on proper CARES interface would be conveyed to staff and how such use would be adequately monitored.

- 4.1.5 Ensure the availability of services across Milwaukee County

The State must ensure that FSET program services are made available to any eligible FSET participant residing in Milwaukee County. Describe how, and to what extent of scope, your organization might provide FSET services not only within the City of Milwaukee, but also within the County of Milwaukee as a whole.

4.1.6 The impact of cultural diversity in meeting vocational needs

Current and potential Milwaukee County FSET participants include individuals from a variety of ethnic and cultural backgrounds. Describe how the organization would meet culturally diverse vocational and training needs through FSET.

4.1.7 Emphasize and monitor customer satisfaction.

DHS understand the importance of measuring customer satisfaction. Customer feedback is an essential factor when evaluating the effectiveness and efficiency of service delivery. Results can be used to help determine staff training needs, based on whether or not a customer feels they have been treated with respect or if a customer feels services provided are meaningful and valuable to vocational success. Describe the process your organization would use to measure customer satisfaction.

4.1.8 Monitor program success through performance measures

In addition to customer satisfaction, organizations must evaluate the effectiveness of service delivery based on successful outcomes. Describe how your organization would measure and document performance of direct FSET service providers, and how the results would be used in furtherance of program objectives.

4.2 Advancing Employment Skills and Earning Potential

Although obtaining competitive employment is the fundamental goal of the FSET program, providing services to increase earning potential and career advancement are highly valued components. In light of the recent economic downturn, increasing vocational skills through education and training will not only increase the probability of obtaining employment, but will also enhance opportunities to become employed at a higher wage. Advancing employment skills through training and education also increase job security. In many circumstances a person's lack of education leads to failure in the job market. Education is a key ingredient of job readiness and a primary means of increasing the chances of securing employment and breaking the poverty cycle. To be eligible for FSET funding, educational services must ultimately be tied to employment. The recent Farm Bill contains a provision that does not prohibit the number of hours an FSET participant may participate in employment activity. This provision allows organizations to serve persons who previously were not eligible because the number of hours they were employed. Educational and training through FSET

would benefit employed FoodShare recipients because they would learn new skills and/or gain certifications necessary to meet the needs of employers, while increasing their earning potential.

- 4.2.1 Explain your organization's philosophy and history in the use of educational activities as a means to advance employment opportunities while increasing job security and earning potential.
- 4.2.2 Provide examples of your organization's history in developing successful relationships with employers to design or redesign training programs.
- 4.2.3 Explain if and how your organization plans to provide the educational services listed below. The description should include an explanation of the role employer participation plays in designing and expanding training programs to ensure that FSET participants have acquired job skills that are marketable. Provide examples of the organization's history in developing successful relationships with employers aimed at designing and, when necessary, adapting training programs.
 - 4.2.3.1 Adult Basic Education (ABE)
 - 4.2.3.2 Career exploration
 - 4.2.3.3 General Education Development (GED) and High School Equivalency
 - 4.2.3.4 English as a Second Language (ESL)
 - 4.2.3.5 Workplace literacy
 - 4.2.3.6 Short term vocational training and/or vocational certification
 - 4.2.3.7 Short term post secondary education
 - 4.2.3.8 Job Placement

NOTE: FSET funds cannot be used to subsidize or pay for any of the above activities if the course is available at no cost to the general public.

- 4.2.4 Describe the best practices that the organization will use in designing curricula to respond to adult learning styles.

4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to administering and providing FSET services, including staff responsible for:

- Enrollment and Orientation
- Assessment, Employment Plan Development and Case Management
- Supervision of direct service providers
- Program Administrators responsible for outreach, program integrity and liaison to DHS
- Specialty positions- if applicable

4.4 Respondent References

Using DOA Form 3478 (or any format supplying similar information), provide a list of entities with which the organization has collaborated, partnered or for which it has provided employment and training services since March 1, 2008. For each reference, include the name, title, address, and telephone number of a contact person along with a brief description of the services or function on which the basis of the business relationship was founded.

DHS will determine which, if any, references will be contacted to assess the quality of work performed, including the effectiveness of the personnel assigned to the employment and training services relationship. The results of the references will be provided to the evaluation committee and used in scoring the proposal.

5.0 Technical Requirements

5.1 Program Service Delivery

A central element of a successful FSET program is the ability of Employment and Training organization to identify and address each participant's barriers to obtaining successful employment. Although some group activities may be appropriate in some instances, a major emphasis should be to provide individualized services to help FoodShare participants achieve employment goals.

5.1.1 Within the scope of services proposed, describe how your organization's plans to provide and monitor individualized services for FSET Program Enrollment and Orientation including, but not limited to:

- 5.1.1.1 Explanation of available services, rights and responsibilities
- 5.1.1.2 Life skills assessment and referrals to other service providers as needed
- 5.1.1.3 Identification of marketable skills and job aptitudes
- 5.1.1.4 Employability Plan development

5.1.2 Describe how your organization would provide and monitor individualized services for the following examples of Job Search, Job Readiness, or any other relevant related activities.

- 5.1.2.1 Employment counseling
- 5.1.2.2 Assistance with completing job applications and resume development
- 5.1.2.3 Interviewing skills training, including mock interviewing
- 5.1.2.4 Labor market information, Job leads
- 5.1.2.5 Job Development and Job Placement services

- 5.1.3 Describe how your organization would provide individualized services for Work Experience if this service is offered directly by your organization. In general, individuals assigned to this component have very little employment experience or the skills to gain or maintain employment. DHS does not require or place an emphasis on providing Work Experience, but continues to allow it as an FSET component at the request of the Income Maintenance FSET Transition Committee. FSET funds may not be expended for paid work experience.

This component is intended for individuals who lack practical on the job experience in their area of employment interest. In general, individuals assigned to this component have little employment experience or practical knowledge required for making informed decisions or setting realistic employment goals. Work Experience may be paid or unpaid. FSET funds may not be expended for wages during a paid work experience. Wisconsin anticipates that work experience would include job shadowing or working temporarily (e.g., a few days) for a community based organization or government entity. Information gained from work experience will be examined by the participant and FSET case manager and will affect the direction of the Employment Plan depending upon the experience as a result of the placement. The outcome of the work experience may confirm or change an individual's desire to obtain a specific job goal. The experience provides practical information about the skills required and work conditions related to specific types of jobs. Work experience will assist the FSET volunteer to obtain employment, based on the practical knowledge they gained from the experience of working in a real employment setting.

- 5.1.4 If your organization offers activities and service that result in establishing self employment, describe how these individualized services are delivered. Although DHS does not require that organizations offer FSET services that will result in establishing a business, this is an allowable activity. The intent is to provide training and guidance to potential individuals on basic business requirements and to develop skills which foster self-employment.

5.2 Relationship with the Referral Source

Establishing a positive working relationship with FoodShare eligibility workers is essential to improving participation in the FSET program. An individual must first be determined eligible for FoodShare benefits as a condition of participation in the FSET program. Income Maintenance FoodShare (IMFS) workers not only determine FS eligibility, but also make referrals to the FSET program.

- 5.2.1 Describe how your organization would establish a successful working relationship with IMFS workers.

5.2.2 DHS requires FSET organizations to document FSET activities and components in CARES. Ongoing monitoring of FSET provider performance is a function of CARES and is supported through reports available to local Income Maintenance agencies and DHS. Describe how your organization would document service delivery through use of CARES.

5.3 Meeting Current and Future Participation Needs

Although FSET enrollment declined when program participation changed from mandatory to voluntary, current economic conditions could potentially result in increased focus on, and funding for, programs aimed at increasing meaningful employment opportunities for the unemployed.

Also of concern to DHS is the potential of significant change in the demographic profile of individuals eligible for FSET participation. As the current economic downturn persists or deepens, DHS expects that many persons previously ineligible for FoodShare (and thus FSET) benefits will be channeled into the system. These individuals may well present at the FSET organization with specific technical, administrative, or vocational skills not previously seen. Non-traditional interventions may be required in assisting these participants in securing meaningful employment. Respondents are encouraged to address this issue by proposing innovative approaches to serve a changing population.

6.0 Cost Proposal

6.1 General Submission Requirements

The cost proposal should be submitted in a separate envelope from the technical 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.

6.2 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for a period of one year starting on the due date for proposals.

6.3 Cost Proposal Requirements

The Respondent must provide a detailed Cost Proposal using the instructions and the required forms contained in Appendices 1, 1.1, 1.2, and 1.3. These forms provide the means by which a Respondent will submit the Cost Proposal. Failure to provide any requested information or deviation from the prescribed response

format may constitute grounds for rejection of the entire Proposal. There shall be no mention of the specific contents of anything in the Cost proposal in any other document or location within the technical submission.

The pricing structure, covering a presumed initial one-year term of the contract, submitted via the Cost Proposal is to be considered binding upon the Contractor for one (1) year after the date of submittal. A statement to this effect must be appended to the Cost Proposal.

Cost Proposals should take into account the following participation statistic compiled by DHS and presented below. As FSET is a voluntary program on the part of the participants, DHS is unable to render projections of future participation rates.

The average monthly enrollment throughout Milwaukee County from September 2008 through December 2008 was 1,859 based on the count of enrolled individuals on the last working day of those months.

6.3.1 Cost Proposal

The Respondent shall prepare and submit all information required in the Cost Proposal instructions and forms along with sufficient narrative to justify and document calculations. These costs shall cover the period of first twelve (12) months of contract operations and assume a caseload of 1,800 participants.

6.3.2 Proposal Price

The Proposal Price is the sum of the costs for administration of and/or delivery of services under the FSET Program in Milwaukee County during the first year of the contract term less the total of proposed allowable Local Matching funds. Prices applying to subsequent periods may be re-negotiated between the parties before appropriate renewal dates. For the initial proposal, however, the Respondent must submit a firm, fixed price incorporating all costs to provide the requested services for one year. A legally authorized representative of the Respondent must sign and date Appendix 1.3.

1. The Respondent must describe the type of accounting system (e.g., accrual, cash accounting) which the Respondent will use to keep track of revenues and expenditures.
2. The Respondent must agree that all accounting procedures, policies, and records shall be completely open to state and federal audit at any time during the contract period and for five (5) years thereafter.

3. Results of the review must be available, on request, to the Secretary of DHS, the Office of the Inspector General (OIG), and the General Accounting Office (GAO).
4. The contract resulting from this solicitation will be of a cost-reimbursement nature only. That is, only costs defined as direct, allocated direct, or approved indirect will be allowed. No allowance for, or reimbursement of, cost or profit in excess of the approved contract budget will be considered either in the Cost Proposal or in operation of the contract. At the discretion of DHS, the contract price may be re-negotiated at any time due to a number of factors including, but not limited to, dramatic escalation of participation rates or a dramatic decline in the number of participants served.
5. DHS reserves the authority, in subsequent years of the contract's term, to revise the contract from this cost-reimbursed basis to one of a rate-based nature based on the contractor's actual expenses over a period of time. This change would be negotiated between DHS and the contractor at the state's option and at a time of the state's choosing.

6.4 Cost Reporting

Funding for the FSET program is contingent on the continuing availability of funds from the Federal USDA and State General Program Revenue (GPR) allocated to DHS. When a mix of federal and state funding is indicated by the GPR/FED designation, the operative percentage split is fifty-fifty (i.e., 50% State, 50% Federal).

Use of FSET funding must be in compliance with Federal and State policy and regulations. The Food Stamp Act, Section 16 (h)(3), prohibits the use of 100% federal funds to reimburse participant expenses. In addition to federal and state funding, organizations and agencies are allowed and encouraged to use local funds matched with federal funding to expand the contract beyond its originally funded level and to enhance and strengthen their local FSET program. Allowable expenses must be incurred under the following categories:

1. FSET Administration – 100% FED – Supplemental Allocation

Administrative expenses funded with 100% federal funds are also known as a *Supplemental Allocation*. Funds are to be used by the FSET organization for the purpose of providing services which have been designed to facilitate FSET participation required to obtain unsubsidized employment. The funds may be used for expenses related to the development and administration of the program, including case management and service coordination, advertising and outreach efforts.

Funds may be used for administrative expenses incurred when providing job retention services up to ninety (90) days after employment is secured as a result of the FSET participation.

Federal regulation prohibits the 100% allocation from being used to reimburse participant expenses related to obtaining or maintaining employment through the FSET program.

2. FSET Administration – GPR/FED Base Allocation

Administrative expenses funded with 50% GPR and 50% federal funds are known as a **Base Allocation**. This funding may be used as an additional resource to help meet administrative expenses that exceed those funded with 100% federal funds described in (1) above. .

Base Allocation funds are to be used for the purpose of providing services which have been designed to facilitate FSET participation required to obtain unsubsidized employment. The funds may be used for FSET expenses related to the development and administration of the program, including case management and service coordination, advertising and outreach efforts. Funds may be used for administrative expenses incurred when providing job retention services up to ninety (90) days after employment is secured as a result of the FSET participation.

3. FSET Retention Services – GPR/FED Base Allocation

Expenses incurred in performance of job retention services are funded with 50% GPR and 50% federal funds. This is also known as a **Base Allocation** except that these funds are to be used exclusively for participant expenses directly related to job retention for up to ninety (90) days for participants who obtain employment through FSET. Reimbursement of participants' costs must be deemed necessary to maintain employment and may not go beyond the ninety day limitation..

4. FSET Transportation – GPR/FED Base

FSET Transportation and Participant Reimbursement expenses funded with the GPR/FED ratio are also part of the **Base Allocation**.

Expenses incurred by the participant for transportation and other expenses reasonably necessary and directly related to participation in an FSET program may be submitted for to the contractor for reimbursement. Examples of costs that are potentially approvable for participant reimbursements include:

- Transportation (mileage, bus tokens, bus passes, taxi cab, gas money) to and from location of FSET activity;
- Child care and related costs including enrollment fees;

- Clothing suitable for job interviews;
- Uniforms needed to participate in an assigned training/activity;
- Licensing and bonding fees for work experience or workfare placement in an FSET component;
- Vision correction (such as eyeglasses, bifocals, eye exam);
- Dental work (such as teeth cleaning, bridge);
- Legal services;
- Housing assistance;
- Automobile repairs; and
- In exceptional cases second hand automobile purchases and operator taxes (tag title, license).

6.5 Local Matching Funds

The use of allowable local matching funds in the enhancement of the FSET program and the furtherance of the organization’s objectives is strongly encouraged. All expenses listed in the above categories may be funded through the use of local match. There are, however, strict regulations concerning the overall use of such funding. Any such local match proposed under this RFP is subject to the following federal regulation:

7 CFR 277.4 Funding

7 CFR 277.4 (c) Matching costs. State agency costs for Federal matching funds may consist of:

- (1) Charges reported on a cash or accrual basis by the State agency as project costs.
- (2) Project costs financed with **cash** contributed or donated to the State agency by other non-Federal public agencies and institutions.
- (3) Project costs represented by services and real or personal property donated by other non-Federal **public agencies and institutions**.

Based on the above regulation, local match proposed by a non-governmental entity is not allowable without a specific waiver requested of and approved by the federal government.

Such waiver should not be presumed in preparation of either the Technical Proposal or the Cost Proposal.

6.6 Availability of Funding

While DHS intends to use the results of this solicitation to award a contract of five years’ duration (i.e. an initial three year term and two potential 1-year renewals), all initial and renewal funding will be based on the availability of funding from federal, state, and if appropriate, local sources.

Due to current economic conditions on the national and state level and the lack of certainty regarding a prognosis for improvement of those conditions, availability of FSET funding is subject to significant variation. Therefore, initial and continuation funding for FSET contracts will be awarded contingent on DHS' continuing authority to draw sufficient federal funds and its continuing ability to allocate state matching funds to support the program.

6.7 Contract Award and Payments

The contract(s) awarded under the auspices of this RFP will be financially managed under the DHS CARS payment system. Contract award allocations will be made in each of the funding categories 1 through 4 described in Section 6.4 above. The Contractor must segregate costs incurred into those four categories and report them through the CARS mechanism. A separate CARS Line will be created and assigned a funding limitation in dollars. The Contractor will report costs and request reimbursement on each of the funding lines according to instructions which will be provided after contract award.

It is imperative that the Contractor maintain integrity of its accounting system in order to correctly and appropriately collect, segregate, allocate, and identify costs within the proper CARS Lines and report the data via this method.

7.0 Contract Terms and Conditions

A sample FSET Program Services contract is incorporated into this RFP as Appendix 2. This sample is provided for informational purposes only. The contract resulting from the award made under the auspices of this RFP may vary from this sample.

In addition to the specifications contained in the sample contract, the following special terms and conditions will apply:

7.1 Workers Compensation

Insurance coverage for Workers Compensation is required for any organization that provides Work Experience as an FSET service. Workers Compensation coverage may be secured privately or through a contract agreement with DHS. Evidence of Workers Compensation coverage is required prior to placing an FSET participant in a Work Experience setting.

7.2 Performance Standards

Specific performance standards and appropriate performance measures for deliverables will be developed during the first year of contract operations and may be introduced into the Contract by amendment. Such standards and measures may be further reviewed and updated annually thereafter and appropriate contract amendments issued.

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)). Failure of the successful respondent to accept these obligations in a contractual agreement may result in cancellation of the award. (or)

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 respondent 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 letter-head, 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 industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts..
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance

regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

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

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

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

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

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

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

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

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

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

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

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

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

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.

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



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.

9.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.3., Item 2. Blank forms are found on the following pages.

Designation of Confidential and Proprietary Information (DOA-3027)

Vendor Information (DOA-3477)

Vendor Reference (DOA-3478) – or facsimile thereof

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Proposal # 1666 DHCAA-JS 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 _____

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

APPENDIX 1

FSET Program Services

COST PROPOSAL

1.0 GENERAL INFORMATION

1.1 Background

The purpose of this document is to provide Respondents with information to enable them to prepare and submit the Cost Proposal component of this RFP. The State intends to use the results of this solicitation to award a contract for an amount **not to exceed an annualized total of \$2,350,000**. This is the projected budget limitation (exclusive of any eligible local matching funds) for the first year of the contract and is subject to adjustment for contracts already in effect. Subsequent contract years' funding allocations may be higher or lower depending on the variables of federal funding, availability of state matching funds, and program participation rates.

1.2 Available Funds

DHS is anticipating total funds available from federal and state funding allocations in the following service categories:

FSET Administration – Supplemental Allocation	\$ 350,000
FSET Administration – Base Allocation	\$1,200,000
FSET Retention Services	\$ 150,000
FSET Transportation and Participant Reimbursement	<u>\$ 650,000</u>

Total Anticipated FSET Allocation **\$2,350,000**

See Section 6.4 for an explanation of these four (4) funding set-asides and their uses, restrictions, and limitations in administration of the FSET Program.

NOTE: This is the total anticipated amount of funding available to support all services throughout Milwaukee County only. Contract award(s) up to this amount could be made using one of two methods:

1. Awarded in a single amount to an organization selected to act as the Sole Administrator of services in Milwaukee County to administer the delivery of participant services county-wide through its own program, through the use of subcontractors, or both.

2. Allocated among one or more service providers for the purpose of delivering participant services within the scope negotiated between DHS and selected contractors.

In neither case should total singular or aggregate funding be expected to exceed the amount indicated.

While Local Match is neither required in the FSET Program nor as a condition in this RFP, respondents may propose budgets which incorporate local matching funds into the total cost of their projects if they meet the requirements and limitations listed in Section 6.5 Local Match, if proposed, is to be entered onto the appropriate lines of Appendices 1.2 and 1.3 as described in the following instructions.

2.0 INSTRUCTIONS FOR COMPLETION OF THE COST PROPOSAL

2.1 Budget Detail

All budget information submitted as part of the Cost Proposal must be annualized to one year only. That is, it must reflect only a single full twelve (12) month operational period and assume a caseload of 1,800 participants.

- a. Personnel Cost Detail (Appendix 1.1)

For all personnel devoted to contract activities and functions, list the title of each position on the appropriate line and complete the balance of the line with the information requested.

Transfer the Salary sub-total cost to Line 1, Column B of the Budget Detail Form (Appendix 1.2)

- b. All Other Line Items:

Continue completion of the balance of Appendix 1.2 (Lines 2 through 9 of the Budget Detail Form) by placing the annual cost figures proposed for the various line items/cost objectives in Column B of the document.

Complete Line 10 which is the sum of Lines 1 through 9.

Calculate Organization Indirect Costs if claiming these and enter that amount on Line 11.

Enter the total annual budget on Line 12 by calculating the sum of Lines 10 and 11.

Enter the amount of proposed Local Matching Funds on Line 13.

Calculate the Total Proposal - Reimbursable Cost on **Line 14** by subtracting Line 13 from Line 12.

c. Budget Narrative

In Column C of Appendix 1.2, provide sufficient narrative explanation to support the amounts reported for each line item/cost objective appearing in Column B. In so doing, repeat any and all assumptions already made elsewhere in the Proposal which may have a cost impact. Do not presume that the evaluation team will retrieve these assumptions for application to the Cost Proposal. Use additional pages as necessary for detail and elaboration.

d. Provide the contact information at the bottom of the form as requested. Incorporate all pages required to complete Appendices 1.1 and 1.2 into the Cost Proposal for submission.

e. The signature of the individual authorized to commit the Respondent organization to the assurances and cost information contained in the Proposal and any ensuing contract is required on Appendix 1.2.

APPENDIX 1.1

RFP 1666 DHCAA-JS Food Stamp Enrollment Training (FSET)

PERSONNEL COST DETAIL

(a) Personnel					
(i.)	(ii.)	(iii.)	(iv.)	(v.)	(vi.)
Title of Position	% of Time Budgeted	Hourly Rate or Monthly Salary	Hours per Week	Hours per Month	Cost of Position (sum of columns i. through v.)
			(vii)	Salary Sub-Total	\$

APPENDIX 1.2

RFP 1666 DHCAA-JS Food Stamp Enrollment Training (FSET)

BUDGET DETAIL

COLUMN A	COLUMN B	COLUMN C
Cost Item	Budgeted Amount	Narrative Description
1. Total Salaries from Appendix X.1		
2. Fringe Benefits		
3. Personal Liability Insurance		
4. Total Supplies and Operating		
5. Training		
6. Travel		
7. Contractual and Consultant		
8. Advertising and Public Information		
9. Other Expenses (List)		
10. Total Organization Direct Expenses (Total 1 – 9)		
11. Organization Indirect Expenses (____% of line 10)		
12. Total Budget		
13. Local Matching Funds		
14. Total Proposal – Reimbursable Cost		

Name, Title and Telephone Number of Person Authorized to Commit Proposing Organization to this Agreement:

Name:

Title:

Telephone:

Signature:

Date:

APPENDIX 2

***SAMPLE CONTRACT FOR SERVICES
BETWEEN THE
DEPARTMENT OF HEALTH SERVICES
AND
(PROVIDER NAME)***

FOOD STAMP EMPLOYEMNT AND TRAINING (FSET) PROGRAM

This contract is entered into for the period (date) through (date), by and between the State of Wisconsin, represented by its Department of Health Services (DHS), Division of Health Care Access and Accountability (DHCAA), whose principal business address is 1 West Wilson Street, P.O. Box 309, Madison, Wisconsin 53707-0309, hereinafter referred to as Purchaser, and (Name of Provider) whose principal business address is (Address, City, State, Zip), hereinafter referred to as Provider.

The Purchaser's Contract Administrator is Timothy Holthaus, whose principal business address is 1 West Wilson Street, P.O. Box 309, Madison, Wisconsin 53701-0309. In the event that the Contract Administrator is unable to administer this contract, Purchaser will notify Provider and designate a new Contract Administrator.

The Provider's Contract Administrator is (Name and Title), whose principal business address is (Address, City, State, Zip). In the event that the Contract Administrator is unable to administer this contract, Provider will contact Purchaser and designate a new Contract Administrator.

WHEREAS Purchaser wishes to purchase services from Provider as it is authorized to do so by Wisconsin law; and

WHEREAS the Provider is engaged in furnishing the desired services;

NOW, WHEREFORE, in consideration of the mutual undertaking and Contracts hereinafter set forth, Purchaser and Provider agree as follows:

I. SERVICES TO BE PROVIDED

The major goal of this program is to voluntarily enroll FoodShare participants into education and training activities that will allow them to meet their employment goals, which, in turn, increase their earning abilities. The Food Stamp Employment and Training (FSET) program services must be delivered in accordance with the Purchaser's proposal for the operation of the FSET program and the Provider's approved FSET plan.

II. COST OF SERVICES

- A. Purchaser agrees to pay Provider for services provided in accordance with the terms and conditions of this Contract, not to exceed the amounts specified in Section XXII.
- B. Provider agrees that the obligation of payment of funds of the Department under this contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Wis. Stats., Chapter 20, and if, during the term of this contract, the State appropriations which fund programs under this contract are not made, are repealed, or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the Provider's obligation to fund and provide such service program under this contract is suspended.

III. PRIVACY AND CONFIDENTIAL INFORMATION

This Section is in addition to the responsibilities and obligations imposed by this contract. In the event of a conflict between this Section and this contract, this contract will have precedence.

A. Definitions

- 1. "*Confidential Information*" means all tangible and intangible information and materials accessed or disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), and satisfy at least one (1) of the following criteria:
 - (a) Personally Identifiable Information;
 - (b) Individually Identifiable Health Information;
 - (c) Non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based there on; or

(d) Information designated as confidential in writing by the State.

2. “*Individually Identifiable Health Information*” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. “*Personally Identifiable Information*” means an individual’s last name and first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual’s Social Security Number;
 - b) The individual’s driver’s license number or state identification number;
 - c) The individual’s date-of-birth;
 - d) The number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 - e) The individual’s DNA profile; or
 - f) The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.
4. “*Corrective Action Plan*” means a plan communicated by the State to the Provider for the Provider to follow in the event of any threatened or actual use or disclosure of any confidential information that is not specifically authorized by this Contract, or in the event that any confidential information is lost or cannot be accounted for by the Provider.

B. Duty of Non-Disclosure and Security Precautions

Provider shall not use confidential information for any purpose other than the limited purposes set forth in this Contract. Provider shall hold the confidential information in confidence, and shall not disclose such confidential information to any persons other than those directors, officers, employees, and agents (representatives) who have a business-related need to have access to such confidential information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Provider shall be responsible for the breach of this Contract by any of its representatives.

Provider shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the confidential information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.

Provider shall ensure that all indications of confidentiality contained on or included in any item of confidential information shall be reproduced by Provider on any reproduction, modification, or translation of such confidential information. If requested by the State, Provider shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain confidential information of the State, as directed.

If requested by the State, Provider shall return or destroy all Individually Identifiable Health Information and Personally Identifiable information it holds upon termination of this Contract.

C. Limitations on Obligations

The obligations of confidentiality assumed by Provider pursuant to this Contract shall not apply to the extent Provider can demonstrate that such information:

1. Is part of the public domain without any breach of this Provider by Contract;
2. Is or becomes generally known on a non-confidential basis, through no wrongful act of Provider;
3. Was known by Provider prior to disclosure hereunder without any obligation to keep it confidential,
4. Was disclosed to it by a third party who, to the best of Provider's knowledge, is not required to maintain its confidentiality;
5. Was independently developed by Provider; or
6. Is the subject of a written agreement whereby the State consents to the disclosure of such confidential information by Provider on a non-confidential basis?

D. Legal Disclosure

If Provider or any of its representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any confidential information, Provider shall give the State prompt notice thereof (unless it has a legal obligation to the contrary) so that the State may seek a protective order or other appropriate remedy. In the event that such a protective order is not obtained, the Provider and its representatives shall furnish only that portion of the information that is legally required and shall disclose the confidential information in a manner reasonably designed to preserve its confidential nature.

E. Unauthorized Use, Disclosure, or Loss

If Provider becomes aware of any threatened or actual use or disclosure of any confidential information that is not specifically authorized by this Contract, or if

any confidential information is lost or cannot be accounted for, provider shall notify the State's contract manager/contract liaison/privacy officer within the same business day the provider becomes aware of such use, disclosure, or loss. Such notice shall include, to the best of the Provider's knowledge at that time, the persons affected, their identities, and the confidential information disclosed.

The Provider shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Provider shall reasonably cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its confidential information, including complying with a reasonable Corrective Action Plan.

If the unauthorized use, disclosure, or loss is of Personally Identifiable Information, or reasonably could otherwise identify individuals, Contractor shall, at its own cost, take any or all of the following measures that are directed by the State as part of a Corrective Action Plan:

1. Notify the affected individuals by mail or the method previously used by the State to communicate with the individual. If the Provider cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contacted that individual, the Provider shall provide notice by a method reasonably calculated to provide actual notice.
2. Notify consumer reporting agencies of the unauthorized release.
3. Offer credit monitoring and identity theft insurance to affected individuals from a company, and under terms, acceptable to the State for one (1) year from the date the individual enrolls in credit monitoring.
4. Provide a customer service or hotline to receive telephone calls and provide assistance and information to affected individuals during hours that meet the needs of the affected individuals, as established by the State.
5. Adequately staff customer service telephone lines to assure an actual wait time for less than five (5) minutes for callers.

If the unauthorized use, disclosure, or loss is of Individually Identifiable Health Information, Provider shall, at its own cost, notify the affected individuals by mail or the method previously used by the State to communicate with the individual. If the Provider cannot with reasonable diligence determine the mailing address of the affected individual and the State has not previously contacted the individual, the Provider shall provide notice by a method reasonably calculated to provide actual notice. In addition, the Provider will take other measures as are directed by the State as part of a Corrective Action Plan:

1. Liquidated Damages – Equitable Relief - Indemnification
 - a) Indemnification

In the event of a breach of this Section by Provider, Provider shall indemnify and hold harmless the State of Wisconsin any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider, and its subcontractors, employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose confidential information was disclosed, disallowances or penalties from federal management agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section. In addition, notwithstanding anything to the contrary herein, the Provider shall compensate the State for its actual staff time and other costs associated with the State's response to the authorized use of disclosure constituting the breach.

b) Equitable Relief

The Provider acknowledges and agrees that the unauthorized use, disclosure, or loss of confidential information may cause immediate and irreparable injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State, on its own behalf or on behalf of the affected individuals, shall be entitled to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

c) Liquidated Damages

The Provider agrees that an unauthorized use or disclosure of confidential information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Contract. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be the amounts set forth herein. Assessment under this provision is in addition to other remedies under this Contract and as provided in law or equity. The State shall assess damages as appropriate and notify the Provider in writing of the assessment. The Provider shall automatically deduct the damage assessments from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice.

Liquidated damages shall be as follows:

- (i) \$1,000 for each individual whose confidential information was used or disclosed;
- (ii) \$2,500 per day for each day that the Provider fails to substantially comply with the Corrective Action Plan under this Section.

F. Compliance Reviews

The State may conduct a compliance review of the Provider's security procedures to protect confidential information.

G. Survival

This Section shall survive the termination of this Contract.

IV. PAYMENT FOR SERVICES

Payments will be made monthly, based on expense reports submitted by Provider on the F-80862 CARS Expenditure Report. Claims for reimbursement of allowable costs must be submitted to the Department no later than the fifteenth (15th) day of the month following the month in which costs were incurred. Provider must use the Purchaser-assigned profile number to report all allowable costs for the month. Allowable costs are stipulated in DHS' *Allowable Cost Policy Manual*.

Provider must submit requests for reimbursement to the BFS/CARS Unit, Department of Health Services, Division of Enterprise Services, P.O. Box 7850, Madison, Wisconsin 53707-7850. Payments and reported expenses will be reconciled by the Department in order to ensure that the amount of any prepayments made under the terms of this contract do not exceed Provider's actual expenditures.

If the Purchaser determines that Provider was reimbursed for payments that exceeded allowable costs, Purchaser will notify Provider of this finding and will allow Provider 30 business days from the date of notification to arrange for a refund of the disallowed amount. At Purchaser's discretion, Purchaser may recover such funds by any legal means, including the withholding of the disallowed amount from future payments due to Provider at any time during or after the contract period.

Each month's payment, with the exception of the June payment, will be released by the Department on the last working day of the month. Payment for the month of June will be released on the first working day of July. Checks will be mailed to the Provider's principal business address, unless Provider submits a written request to receive payment checks at a different address. Any such request is subject to Purchaser approval.

V. PROGRAM ACTIVITY REPORTING

- A. Provider must comply with Purchaser's program activity reporting requirements on contract and subcontract activities. All required activity reports must be forwarded to Margaret Rosenthal, DHCAA, FSET Policy Analyst according to

the schedule established by the Purchaser. Provider agrees to forward required reports to a third party, if requested by Purchaser to do so. Detailed instructions for 100% time reporting and CARS Expense Reporting will be forthcoming in January 2009.

VI. COMPLIANCE WITH STATE AND FEDERAL RULES AND REGULATIONS

- A. Provider agrees to comply with FSET program policies as well as with state and federal laws, rules, and regulations applicable to the program and services provided under this contract.
- B. Affirmative Action Plan/Civil Rights Compliance
 - 1. An Affirmative Action Plan is required from a Provider who receives a contract from the Purchaser in the amount of \$25,000 or more and who has a work force of 25 or more employees as of the award date, unless the Provider is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) Wis. Stats., 16765, page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Providers.

“Affirmative Action Plan” is a written document that details an affirmative action program. Key parts of an affirmative action plan are:

- a. A policy statement pledging nondiscrimination and affirmative action employment.
- b. Internal and external dissemination of the policy.
- c. Assignment of a key employee as the equal opportunity officer.
- d. A workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities.
- e. Goals must be directed to achieving a balanced work force, specific and measurable, having an implementation target date between six months and two (2) years, have a plan of action or description of procedures to implement the goals.
- f. Revision of employment practices to ensure that they do not have discriminatory effects.
- g. Establishment of internal monitoring and reporting systems to measure progress regularly.

In addition, for Contracts of \$25,000 or more, regardless of work force size, Provider shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Providers are to

contact the Affirmative Action/Civil Rights Compliance Office, for technical assistance on Equal Opportunity.

Affirmative Action/Civil Rights Compliance Office
Department of Health Services
1 W. Wilson Street, Room 561
P.O. Box 7850, Madison, Wisconsin 53707-7850
Telephone (608) 267-6733 or fax (608) 267-2147

C. Civil Rights Compliance

1. For Contracts for the provision of services to participants, the Provider must comply with Civil Rights requirements. Providers with an annual work force of less than 25 employees, regardless of contract amount, and Providers with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Providers with an annual workforce of 25 employees or more and Contracts of \$25,000 or more, Provider shall submit a written Civil Rights Compliance Plan which covers a three (3) year period within 15 working days of the award date of the Contract.

The Provider assures that it has submitted to the Purchaser's Affirmative Action /Civil Rights Compliance Office a current copy of its three (3) year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract period.

- a. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- b. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a

person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

- c. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and participants of services, and applicants for employment and employees. The complaint process will be according to Purchaser's standards and the provider will post the compliant process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Provider shall not request interpretation services from family members, friends and minors.
- d. The Provider agrees to comply with the Purchaser's guidelines in the Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities or subsequent revisions.
- e. Requirements herein stated apply to any subcontracts or grants. The Provider has primary responsibility to take constructive steps, as per the Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities, to ensure the compliance of its subcontractors. However, where the Purchaser has a direct contract with another Provider's subcontractor, the Provider need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
- f. The Purchaser will monitor the Civil Rights Compliance of the Provider. The Purchaser will conduct reviews to ensure that the Provider is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities. The Provider agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, Providers, and referral agencies. The reviews will be conducted according to Department procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.

- g. The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

VII. SUBCONTRACTS

A. Upon written approval of Purchaser, Provider may subcontract part of this Contract. When Provider enters into a subcontractual relationship, Purchaser reserves the right of approval of the following:

1. The process used by Provider to solicit proposals or bids,
2. The criteria used by Provider in choosing a subcontractor,
3. The terms and conditions of the subcontract(s), and
4. The subcontractor(s) selected.

Approval of the processes used by Provider to select a subcontractor and of the subcontractor(s) chosen by Provider will not be unreasonably withheld, nor will Provider invoke its approval right in order to reject procedures or subcontractors on unlawful grounds.

B. Provider retains responsibility for fulfillment of all terms and conditions of this Contract when it enters into subcontractual Contracts. Provider continues to be subject to the enforcement of all terms and conditions of this contract, even when issues of noncompliance are attributable to the Provider's subcontracter rather than the Provider.

VIII. GENERAL PROGRAM ADMINISTRATION PROVISIONS

Provider agrees to conduct any transactions leading to the procurement of products or of services relevant to the completion of the work described in this Contract in a manner that maximizes free and open competition among vendors.

Provider may not engage any individual(s) concurrently employed by the State of Wisconsin, including any Department; commission; or board thereof, to provide services under this contract without written consent both of the individual(s), employer(s), and of Purchaser.

If a state public official or an organization in which a state public official holds at least a 10 percent interest is or becomes a party to this Contract, Provider must disclose the potential conflict of interest to the State of Wisconsin Ethics Board. The State of Wisconsin Ethics Board can be contacted at 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703, telephone (608) 266-8123. For additional information on requirements governing the disclosure of a potential conflict of interest, refer to Wis. Stats. 19.41-19.49. If Provider fails to make proper disclosure of a potential conflict of interest held by any parties to this contract, Purchaser may, at their discretion, void this contract.

If a foreign corporation, which is defined as any corporation that does not originate in the State of Wisconsin, is or becomes a party to this contract, it must demonstrate the following: 1) Possession of a certificate of authority from the Wisconsin Secretary of State, 2) Maintenance of a registered resident agent. In addition to demonstrating fulfillment of the above-named points, foreign corporations must conform to all requirements of Wis. Stats., Chapter 180, and Subchapter XV.

The Provider agrees that funds provided under this Contract will be used to supplement and expand Provider's efforts, not to replace or to allow the release for alternative uses of available local Provider funds.

Provider may not issue news releases or other public statements pertaining to any services provided under this contract without prior written approval of the Purchaser.

IX. ACCOUNTING REQUIREMENTS

- A. Vendors who enter into a Contract with the Department valued at \$25,000 or more must maintain a uniform double-entry, full-accrual accounting system and a financial management information system that complies with generally accepted accounting principles. For more information on compliance with generally accepted accounting principles, refer to DHS' *Allowable Cost Policy Manual*.
- B. Vendors who enter into Contracts with the Department valued at less than \$25,000 must, at a minimum, maintain a simplified double-entry bookkeeping system, as defined in the Department's *Allowable Cost Policy Manual*.
- C. Under the accounting system used by the Provider, Provider must be able to account for individual grants as well as prepare and submit expense reports in a timely manner, as described above in Section IV (Payment for Services) of this Contract.
- D. All costs reported to Purchaser for reimbursement must be reconciled with the expenses recorded in Provider's accounting or simplified bookkeeping system on an ongoing and periodic basis. Provider agrees to complete reconciliation and to document the completion of such reconciliation at least quarterly. Provider further agrees to supply Purchaser, upon request, with either or both of the following: 1) documentation indicating that the quarterly reconciliation has been completed, or 2) the results of such reconciliation. Provider must retain the results of each quarterly reconciliation in accordance with the records-retention requirements specified in Section XIV (Records) of this contract.

X. CHANGES IN ACCOUNTING PERIOD

- A. The Provider's accounting records must be maintained on a fiscal year basis, beginning on the date indicated for the CARS payment information in Section XXII. During the contract period, the accounting period may be changed only with prior written approval from Purchaser. Purchaser may approve a change in accounting period if Provider can document the existence of a substantial, verifiable business need to change the accounting period, and if Provider further agrees to submit a close-out audit, as defined in Section XII of this Contract, within 90 days after the first day of the new accounting period.
- B. If Provider can submit proof of approval from the Internal Revenue Service to change its accounting period, such proof will be accepted as evidence of the Provider's substantial, verifiable business need to change its accounting period.
- C. A change in accounting period will not relieve Provider of the reporting or audit requirements of this Contract. An audit of the original accounting period that meets the requirements of this Contract, as described in Section XII, must be submitted within 90 days of the first day of the start of the new accounting period. An audit of the new accounting period that meets the requirements of this Contract, as described in Section XII, must be submitted within 180 days of the close of the new accounting period. For purposes of determining the specific audit requirements that apply to Provider's type of organization expenses and revenues incurred during the short accounting period will be annualized.

XI. PROPERTY MANAGEMENT REQUIREMENTS

- A. Provider agrees that Purchaser is not liable for lost, stolen, or damaged equipment used by the Provider and paid for with funds disbursed under this Contract.
- B. The Purchaser shall have all ownership rights in any hardware funded under this Contract or supplied by the Purchaser and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this contract. The Provider is responsible for keeping all of Purchaser's property secure from theft, damage or other loss.
- C. The Provider agrees that if any materials are developed under this contract, the Purchaser shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this contract, shall be promptly and fully reported to the Purchaser.

XII. AUDIT REQUIREMENTS

- A. Provider's CFDA number will be assigned by DHS' CARS unit. The number, name of program, name of federal funding agency, and the relative percentages of federal, state, local and other funds that may comprise this contract may be obtained at the following website: <http://dhfs.wisconsin.gov/bfs/CARS/>.

Providers must be able to supply this information in an audit.

- B. Requirement to Have an Audit: Unless waived by the Purchaser, the Provider shall submit an annual audit to the Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Purchaser, the Provider shall consider both:
1. Funds provided through direct contracts with the Purchaser.
 2. Funds from the Purchaser passed through another agency which has one or more contracts with the Provider.
- C. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stats., s. 46.036, *Government Auditing Standards*, and other provisions in this contract. In addition, the Provider is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Provider and the nature and amount of financial assistance received from all sources, including the following state audit requirements:
- The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having audits in accordance with OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations."
 - The *Provider Agency Audit Guide (PAAG)*, which are applicable to all other organizations.
- D. Reporting Package: The Provider shall submit to the Purchaser a reporting package which includes the following:
1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Provider.
 2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) **or** written assurance that a Management Letter was not issued with the audit report.
 3. Management responses/corrective action plan for each audit issue identified in the audit report and the Management Letter.
- E. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser either: (1) Within nine (9) months of the end of the Provider's fiscal year if the Provider is a local government; or (2) Within 180 days of the end of the Provider's fiscal year for non-governmental Provider agencies. Two (2) copies of the audit report must be sent to the Purchaser at the following address:

Office of Audit
Division of Enterprise Services

Department of Health Services
P.O. Box 7850
Madison, WI 53707-7850

- F. Access to Auditor's Workpapers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, upon which records/working papers are stored.
- G. Access to Provider Records: The Provider shall permit appropriate representatives of the Department and/or the Purchaser to have access to the Provider's records and financial statements as necessary to review Provider's compliance with the federal and state requirements for the use of the funding.
- H. Failure to Comply with the Requirements of this Section: In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified time frames, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Purchaser may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of federal or state aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame; and/or
 3. Disallow the cost of audits that do not meet these standards.
- I. Close-Out Audits:
1. A purchase of services audit of an accounting period of less than 12 months is required when a Purchase of Services Contract is terminated for cause, when the Provider ceases operations or when the Provider changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by the Purchaser upon written request from the Provider, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.

The Provider shall ensure that its auditor contacts the Purchaser prior to beginning the audit. The Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the auditor. Payment of increased audit costs, as a result

of the additional testing requested by the Purchaser, is the responsibility of the Provider.

The Purchaser may require a close-out audit that meets the audit requirements specified in XII, C above. In addition, the Purchaser may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major federal financial assistance programs. This information shall be disclosed in a note to the schedule of federal awards.

All other provisions in the Audit Requirements section apply to close-out audits unless in conflict with the specific close-out audits requirements.

XIII. OTHER ASSURANCES

- A. If Provider incurs past-due liabilities to the federal government, state government, or these entities' agents for sales tax, business income tax, employee income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, or garnishments or other employee-related liabilities, Provider must notify Purchaser in writing of the past-due liability within 30 days of the date that payment was due. This stipulation applies to liabilities incurred on behalf of any employee, whether that employee is assigned to Purchaser's project or not. Written notice to Purchaser of past-due liabilities must include the amount(s) owed, the reason the payment(s) is/are owed, the reason the payment(s) is/are past due, the due date(s) of the payment(s), the amount(s) of any known or estimated penalties or interest, the unit(s) of government to which the payment(s) is/are owed, the anticipated date of payment, and any other related information requested by Purchaser or considered by Provider to be relevant to the past-due liabilities.
- B. If Provider incurs past-due liabilities of more than \$500 to an individual vendor who provides services or products related to this contract, the costs of which will be or have been reimbursed by Purchaser, Provider must notify Purchaser in writing of the past-due liability within 30 days of the date that payment was due. Likewise, if Provider incurs more than \$1,000 in past-due liabilities to multiple vendors who provide services or products related to this contract, the costs of which will be or have been reimbursed by Purchaser, Provider must notify Purchaser in writing of the past-due liability within 30 days of the date(s) that payments were due. In both cases, Provider's written notice to Purchaser must include the amount(s) owed, the reason the payment(s) is/are owed, the reason the payment(s) is/are past due, the due date(s) of the payment(s), the amount(s) of any known or estimated penalties or interest, the name(s) of vendor(s) to which the payment(s) is/are owed, the anticipated date of payment, and any other related information requested by Purchaser or considered by Provider to be relevant to the past-due liabilities. If a past-due liability is in dispute, Provider's written notice must contain a description of the facts related to the dispute and a summary of the steps being taken by the Provider to resolve the dispute.
- C. At contract-signing, Purchaser may, at its sole discretion, request written assurance that the Provider currently enforces employee dishonesty bonding and

will maintain such bonding for the duration of this contract. The amount of such bonding will be determined by Purchaser and will not exceed usual and customary amounts.

- D. By signing this Contract, Provider certifies that neither the Provider organization nor any of its principals is currently excluded from, has been proposed for exclusion from, or is expected to be proposed for exclusion from the receipt of federal financial and nonfinancial assistance and benefits. For more information and a list of those organizations or individuals who have been excluded from or are proposed for exclusion from the receipt of federal financial and nonfinancial assistance and benefits, please refer to the General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs, available online at <http://www.epls.gov>. Provider further certifies that potential sub-participants, subcontractors, and all principals of such organizations are not currently excluded from, have not been proposed for exclusion from, nor are expected to be proposed for exclusion from the receipt of federal financial and nonfinancial assistance and benefits.

XIV. RECORDS

- A. Provider must maintain such financial and program administrative records as are required by the terms of this contract and by the state and federal laws applicable to Provider's type of organization. Such records may be maintained in either electronic or paper format. Records must be retained for at least the number of years specified by the applicable state and federal laws or policies. Records pertaining to a fiscal period that is under audit or is subject to dispute or litigation must be retained until the audit, dispute, or litigation and any associated appeal periods have come to a close.
- B. Provider must allow inspection of records and program operations by Purchaser, federal agencies, or the authorized representatives of either entity at any time throughout the duration of this Contract or during the course of a subsequent audit, insofar as such inspections are permitted by the state and federal laws applicable to Provider's type of organization.
- C. Upon Purchaser's request, Provider will transfer to Purchaser those records containing information on the participants who received services from Provider under the terms of this Contract. Provider will transfer records to Purchaser in the format requested by Purchaser. Provider may not charge Purchaser or request reimbursement from Purchaser for the cost of reformatting, if necessary, and transferring such records to Purchaser.
- D. Provider and its subcontractors, if applicable, must comply with all state and federal laws pertaining to the confidentiality of data as well as with the confidentiality guidelines stated above in Section III. This stipulation applies not only to the data contained within those participants records maintained by the Provider or its subcontractors, if applicable, but also to the data contained within those records or databases that are maintained by the Purchaser and that may,

upon Purchaser's authorization, be accessed by Provider or its subcontractor(s), as applicable, in order to facilitate the performance of the services.

XV. CONTRACT REVISIONS AND/OR TERMINATION

- A. Provider agrees to renegotiate this Contract or any part thereof in such circumstances as:
- Increased or decreased need for services.
 - Changes required by state and federal law or regulations, or court action.
 - Reduction in the monies available that affect the substance of this Contract.

Provider's failure to agree to the renegotiation of this contract under such circumstances serves as cause for termination of this Contract by Purchaser.

- B. This Contract may be terminated for any reason with the submission of a 30 day written notice by either party.
- C. Revisions to this Contract may be made by mutual agreement of both parties. Revisions will become effective when attached in an addendum or amendment to this Contract that is signed by the authorized representatives of both parties.
- D. Provider must notify Purchaser if it is unable to provide the required quality or quantity of services specified. Upon receipt of such notification, Purchaser will determine whether such inability will require revision or termination of this Contract.
- E. If the Purchaser finds it necessary to terminate this Contract prior to the stated expiration date for reason other than non-performance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties. Any fiscal liabilities incurred by Purchaser to its funding sources due to Provider's performance or fiscal practices will reduce any reimbursement amounts determined under the above-described circumstances.
- F. If Purchaser has just cause to believe that Provider will underspend the contract award amount, Purchaser reserves the right to reduce the total amount of the grant award. Any such reduction in the amount of the grant award will become effective upon 30 days' written notice to the Provider and will not relieve the Provider of any programmatic requirements.

XVI. NONCOMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination of this contract. Suspension includes, but is not limited to, the following activities:
1. Withholding part or all of the payments that would otherwise have been paid to the Provider under this Contract, and

2. Temporarily requesting others to perform and receive reimbursement for the performance of the services described in this Contract.

These or other measures designed to suspend Provider's participation in this Contract will be made if deemed necessary by Purchaser to protect Purchaser's interests.

- B. If Provider or Provider's subcontractor, if applicable, fails to comply with any of the terms of this Contract, including allowable cost provisions, Provider must provide written notice of each instance of noncompliance to Purchaser. Notice must be given as soon as practicable, but in no case later than 30 days after the Provider becomes aware of or could reasonably have been expected to be aware of the instance of noncompliance. This written notice must include information on the reason(s) for and predicted or actual effect(s) of the noncompliance. Provider must provide Purchaser with a plan indicating how each instance of noncompliance will be corrected. This plan must include timelines for the implementation of corrective action measures. If Purchaser has just cause to believe that the instances of noncompliance are continuing or will recur, Purchaser may, at its sole discretion, take whatever action it deems necessary to protect the interests of the state, including the withholding of part or all of Provider's funding.
- C. If Purchaser determines that contract noncompliance has occurred or is occurring, Purchaser will demand immediate correction of such and may, at its discretion, impose those sanctions or remedial measures deemed necessary to protect the interests of the State. Such sanctions and measures may include the termination of the Contract, the suspension of the Contract, the imposition of additional reporting requirements, the direct monitoring of subcontractors' activities and expenditures, and any other measures deemed to be appropriate and necessary.
- D. If audits are not submitted within the established time frames, Purchaser may take action as allowed by and described in Sections XII, XIII and XVI of this Contract.
- E. If required statistical data, reports, and other required non audit-related information are not submitted within the established time frames, Purchaser may withhold, until such time as the required reports and information are submitted by Provider, all payments that would otherwise have been paid to the Provider under the terms of this contract.

XVII. DISPUTE RESOLUTION

- A. In the case of a dispute between Purchaser and Provider regarding the terms of this Contract, the provision of services under this Contract, and/or the imposition of sanctions or remedial measures, the following process may be followed:
 1. Purchaser's and Provider's Contract Administrators will attempt to resolve the dispute.

2. If the dispute cannot be resolved by negotiation between both parties' Contract Administrators, Provider may request an initial review by the Administrator of the Division in which the Purchaser's Contract Administrator is employed. If the Contract Administrator is the Administrator of the Division, Provider may request an initial review by the Deputy Secretary of the Department.
3. If the dispute remains unresolved after the initial review, Provider may request a final review by the Secretary of the Department.

XVIII. FINAL REPORT DATE

- A. The final fiscal report is due 90 days after the contract ending date.
- B. Expenses incurred during the contract period, as defined on page one (1) of this Contract, but reported more than 90 days after the contract ending date will not be recognized, allowed, or reimbursed by Purchaser.

XIX. INDEMNITY

Purchaser and Provider agree that each party will be solely responsible for any losses or expenses incurred during the performance of duties related to this contract, including court and other legal costs, damages, and attorney's fees, if such losses or expenses are attributable to the acts or omissions of its officers, employees, or agents.

XX. SURETY BOND

At contract-signing, Purchaser may, at its sole discretion, request written assurance that Provider possesses a surety bond. The surety bond must remain in force for the duration of the contract. The amount of the bond will be determined by the Purchaser and will not exceed usual and customary amounts. Under no circumstances will the amount of the bond be less than the amount of any prepayments allowed under this Contract.

XXI. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. The validity of this Contract is contingent upon the continued authority of applicable Wisconsin and United States laws. Any material amendment or repeal of such laws that affects relevant funding or authority of Purchaser will serve to revise or terminate this Contract, except as further agreed by the parties hereto.
- B. Purchaser and Provider understand and agree that no clause, term, or condition of this Contract will be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Contract between the parties is contained herein, except for those materials incorporated herein by reference, and that this Contract supersedes all oral Contracts and negotiations between the parties relating to the subject matter hereof.

XXII. TIMELY CONTRACT SIGNING

In order for this Contract to become effective, both parties' Authorized Representatives must sign below within 60 days of one another. If the number of days between signature dates, inclusive of the two (2) signature dates, exceeds 60, this Contract becomes null and void.

 (Signature of Authorized Person)
 (Name of Entity)

 Date

 Division of Health Care Access and Accountability
 Department of Health Services

 Date

County/Agency:		Agency #		
Agency Type:		Contract Period:		
CARS Profile Name	Profile Contract Number	Current Contract Level	Contract Change Amount	New Contract Level
FSET Admin 100% Fed Suppl				
FSET Admin GPR/FED Base				
FSET Transp GPR/FED Base				
FSET Retent GPR/FED Base				
TOTAL				