

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

Wisconsin Department of Health and Family Services
1 W. Wilson Street, Room 750
Madison, WI 53703

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

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

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # 1639 DES-EG. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

| | |
|---|--|
| Proposals MUST be in this office no later than July 28, 2008; 4:00 p.m. CT | Public Opening <input type="checkbox"/> No Public Opening <input checked="" type="checkbox"/> |
|---|--|

| |
|--|
| Name (Contact for further information) Elizabeth Garland E-mail: ElizabethS.Garland@wisconsin.gov |
|--|

| | |
|-------------------------|-----------------------|
| Phone (608) 266-1682 | Date June 10, 2008 |
|-------------------------|-----------------------|

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|---|
| Quote Price and Delivery FOB Destination |
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General Description

The Department of Health and Family Services (DHFS) is designated as the formal point of leadership and coordination within State government to facilitate implementation of the State's 5-year eHealth action plan developed by work groups of the Governor's eHealth Care Quality and Patient Safety Board in 2006. The primary mission of the State's eHealth program is to facilitate improvements in Wisconsin's health care quality, safety, transparency, efficiency, and cost effectiveness through statewide adoption and use of electronic health records (EHR) and health information exchange (HIE). A critical step towards achieving the state's eHealth goals is developing and implementing state-level HIE business and technical services which will promote and support the development and operation of regional HIE's in Wisconsin.

To assist the Department and the eHealth Board in furthering the State's eHealth agenda, the Department is soliciting proposals for consulting services to assist the Department and the Governor's eHealth Board in completing a project to assess, propose, plan, and design a model and architecture for a state-level HIE entity and state-level HIE business and technical services in Wisconsin.

Payment Terms:

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

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

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

| | | | |
|---|-------|-------------------------------------|--|
| Name of Authorized Company Representative (Type or Print) | Title | Phone () | |
| | | Fax () | |
| Signature of Above | Date | Federal Employer Identification No. | Social Security No. if Sole Proprietor (Voluntary) |

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

**BUSINESS AND TECHNICAL PLANNING AND DESIGN SERVICES
FOR STATE-LEVEL HEALTH INFORMATION EXCHANGE (HIE)**

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BUSINESS AND TECHNICAL PLANNING AND DESIGN SERVICES FOR STATE-LEVEL HEALTH INFORMATION EXCHANGE (HIE)

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION

1.1 Introduction

According to research led and conducted by the American Health Information Management Association (AHIMA) Foundation of Research and Education (FORE), state-level HIE's carry out a variety of important roles, such as governance and technical operations, and perform functions related to achieving statewide and nationwide HIE interoperability that are best accomplished at a state level. The governance role consists of neutral convening and a range of explicit coordination activities that facilitate data sharing and HIE policies and practices among statewide participants. The technical operations role involves providing state-level technical services that enable statewide data sharing. Technical operations, including a range of health information technology (HIT) applications, can be owned and operated by the state-level organization or managed through contracts with outside technical providers. The purpose of this Request for Proposal (RFP) is to obtain consulting services and expertise in assessment, planning, and architecture modeling and design activities for a state-level HIE entity and the business and technical services the entity would provide statewide for Wisconsin. Details on the scope of work and deliverables for this project are described in **Appendix A**. The Department reserves the right to use the results of this RFP to obtain consultation services for additional and related work should the need arise throughout the course of this project.

1.2 Department of Health and Family Services (DHFS) Overview

The Wisconsin Department of Health and Family Services is responsible for leading the implementation of Wisconsin's public-private eHealth initiative and its 5-year action plan. Note the Department's name will change to the Department of Health Services, effective July 1, 2008.

The Department has six program divisions and a central services division, the Division of Enterprise Services (DES) that serves the business-administration needs of the program divisions. The six program divisions include:

- Division of Health Care Access and Accountability (DHCAA, formerly the Division of Health Care Financing)
- Division of Public Health (DPH)

- Division of Mental Health and Substance Abuse Services (DMHSAS)
- Division of Children and Family Services (DCFS) (will become its own State Department effective July 1, 2008)
- Division of Quality Assurance (DQA)
- Division of Long Term Care (DLTC)

In addition to DES (described in more detail below), there are three DHFS executive offices: the Office of the Secretary (OS) which provides department-wide leadership and direction; and the Office of Legal Counsel (OLC) and the Office of Policy Initiatives and Budget (OPIB) which are umbrella organizations that serve and advise the Office of the Secretary and the six program divisions.

1.2.1 Division of Enterprise Services

The Division of Enterprise Services (DES) is responsible for providing department-wide support for fiscal services (accounting, procurement, auditing, financial forecasting, etc.), human resources (employment relations, personnel, affirmative action, training, etc.), facilities management, organizational development, strategic planning, and information technology (IT) management.

1.2.2 OPIB and the eHealth Initiative

The Office of Policy and Initiatives and Budget (OPIB) provides department-wide budgeting, policy development, program evaluation, and research services. It is also responsible for management of tribal affairs and the Wisconsin eHealth Initiative.

The eHealth program staff within OPIB plan, oversee, and direct the implementation of the Wisconsin eHealth 5-year Action Plan, published December 1, 2006. Responsibilities include:

- Promoting the statewide adoption of health information technology and exchange to improve the quality, safety, and value of health care.
- Developing options and policies for addressing privacy and security issues which arise in the exchange of health information.

- Through HIT and HIE, promoting value-based purchasing and public reporting; and the development of linkages between public health, prevention, and disease management activities.
- Staffing the Governor's eHealth Care Quality and Patient Safety Board.

1.3 eHealth Overview

Governor Jim Doyle's November 2005 Executive Order #129 specifies that the *Wisconsin eHealth Action Plan* (available at <http://ehealthboard.dhfs.wisconsin.gov>) will: 1) guide Wisconsin state government's legislative and regulatory actions, 2) encourage coordinated efforts in the private health care sector, 3) further public and private partnerships for the development of a statewide electronic health information infrastructure, and 4) maximize federal financial participation to support early adoption of the electronic health information infrastructure that provides needed information at the point of patient care. The Executive Order also stresses the importance of aligning state efforts with national efforts, protecting the privacy and security of information in electronic information exchange, and engaging consumers and health care purchasers in improving the value of medical care while controlling costs.

On November 13, 2006, the Wisconsin eHealth Care Quality and Patient Safety Board's ("eHealth Board") Information Exchange Workgroup issued its final report on its findings and recommendations for HIT and HIE in Wisconsin. The complete report is available at <http://ehealthboard.dhfs.wisconsin.gov>. HIT, including electronic health records (EHR), and HIE provide opportunities to improve quality, provide safer care, increase efficiency, and improve the return on investment in health care. These technologies also present opportunities to strengthen knowledge about disease, treatment, and the effectiveness of health care. To reach their full potential, these technologies must be implemented in a manner that assures consumers that electronic access to their personal health information will not compromise privacy or foster misuse.

In its report, the Information Exchange Workgroup recognizes Wisconsin has an existing set of health information services that uniquely position the state to leverage health information exchange. Nationally, single-physician practices represent approximately 38% of all practices, whereas in Wisconsin this number appears to be about 7% and shrinking. About 67% of Wisconsin physicians are in large group practices of 50 or more physicians. This suggests Wisconsin may be uniquely positioned for rapid growth in physicians' access to electronic health record systems (compared to the national distribution of physician practice size). The eHealth board commissioned a survey in 2006 to assess the rate of adoption of HIT at ambulatory care sites in Wisconsin. About 59% of the sites responded to the survey and of these over half are using EHR's and about a third have partial EHR implementations. A number of the sites were also doing some level of health information exchange, primarily within their system and not on a

regional level. The data collected in the survey suggests Wisconsin has sufficient regional HIT adoption to warrant planning, design, and development of a state-level HIE legal entity, and the business and technical functions and services the state-level entity would conduct and provide.

The Information Exchange Workgroup recommended establishing between three to five Wisconsin Regional Health Information Organizations (RHIO) for regional HIE. To date, the state has one established RHIO representing nine southeastern counties, the Wisconsin Health Information Exchange (WHIE). This RHIO is just embarking on its first electronic HIE activity between the 10 Milwaukee hospital emergency departments (ED), a project called ED Linking. This project is being partially funded by a Medicaid Transformation Grant and is a small, incremental step toward HIE implementation. Any state-level HIE technical applications and services planned and developed must be able to interoperate using the Health Information Technology Standards Panel's (HITSP) interoperability specifications with the WHIE and with other RHIO's that develop in Wisconsin, and with the Nationwide Health Information Network (NHIN). Achieving economies of scale favors developing and conducting certain HIE business and technical functions at a state level rather than at a regional level.

To advance health information exchange in Wisconsin, the eHealth program needs to develop detailed state-level HIE business and technical plans and architecture. This will require an understanding of the overall health care environment in Wisconsin, including consumers' expectations for high quality, safe, affordable health care; the unique business and legal situation in Wisconsin; the education and outreach required to ensure success; and the conditions of various stakeholders for participating in a state-level HIE.

The state-level HIE business architecture for Wisconsin will need to specify a governance structure that includes:

- A defined legal entity, roles and responsibilities, scope of accountability, and decision-making processes.
- Identified structure and processes for maintaining broad public and private stakeholder engagement.
- An interface between HIE and statewide public policy goals.

The state-level HIE technical architecture will need to:

- Meet regional market needs.

- Conform to nationally endorsed technical frameworks and standards for HIE, such as the HITSP's interoperability specifications which are recognized and accepted by the Department of Health and Human Services (DHHS) for use in national HIE efforts.
- Be robust, flexible, scalable, and adaptable to new use cases and with respect to new frameworks and standards as they arise.
- Specify common infrastructure components, applications, and services that a state-level HIE entity could provide economically to Wisconsin's HIT stakeholders, such as security, authentication, audit, patient identity cross reference, record locator services, and e-prescribing, etc.
- Leverage, where possible, existing public and private assets and resources. In both the health care and technology sectors, Wisconsin benefits from strong intellectual resources and a commitment to succeed in statewide HIT and HIE implementation.

Finally, the state-level HIE business and technical architecture for Wisconsin must be financially sustainable over the long term and developed with the end goal in mind of improving the health status of the people of Wisconsin.

1.4 Procuring and Contracting Agency

This RFP is issued by the Wisconsin Department of Health and Family Services which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process, referred to hereafter as the Procurement Manager, is **Elizabeth Garland**. Her contact information is provided in paragraph 1.6.

The contract resulting from this RFP will be administered by DHFS. Unless otherwise specified, the Contract Administrator and State Project Manager for this project will be **Denise Webb**, eHealth Program Manager in the Office of Policy Initiatives and Budget of DHFS. This individual is hereafter referred to as the DHFS Contract Administrator.

1.5 Definitions

The following definitions are used through the RFP:

- 1.5.1** Agency, Department, or DHFS means the Wisconsin Department of Health and Family Services.

- 1.5.2 State means the State of Wisconsin.
- 1.5.3 Proposer/Vendor means a firm submitting a proposal in response to this RFP.
- 1.5.4 Material Proposal means the vendor's proposal not including the Cost Proposal.
- 1.5.5 The Agreement and Contract (used interchangeably) means the final written contract negotiated between DHFS and the contractor.
- 1.5.6 Contractor means proposer or vendor awarded final contract.
- 1.5.7 The Calendar means the Calendar of RFP Events described by paragraph 1.9.
- 1.5.8 Total Contract Cost means the total monetary reimbursement potentially due to contractor for 100% successful completion of all terms, provisions, and expectations as outlined by the final Agreement.
- 1.5.9 State-Level does not mean or imply state government and refers to organizations formed and activities conducted at a state level to provide statewide benefit versus organizations formed and activities conducted at a regional or local level. State government as a health care payer, purchaser, regulator, and public health authority is one of the key stakeholders in state-level HIE.

1.6 Clarification and/or Revisions to RFP Specifications and Requirements

Any questions concerning this RFP must be submitted in writing on or before 4:00 p.m. Central Time (CT), June 24, 2008 to:

Elizabeth Garland

DHFS Procurement Manager, RFP #1639 DES-EG

Division of Enterprise Services

Wisconsin Department of Health and Family Services

1 W. Wilson Street, Room 750

Madison, WI 53703

Telephone: (608) 266-1682

Facsimile: (608) 264-9874

E-mail: ElizabethS.Garland@wisconsin.gov

Vendors considering submitting a proposal are expected to raise any questions, exceptions, or additions they may have concerning this RFP document prior to the date and time noted immediately above. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, and/or other deficiency in this RFP, the Vendor should immediately notify via electronic means (e-mail or facsimile) the above named Procurement Manager of such error and request modification or clarification to the RFP.

In the event it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, any 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 other than the Procurement Manager concerning this RFP is prohibited, except as authorized in writing by the Procurement Manager during the period from date of release of the RFP until the notice of intent to contract is released.

1.7 Vendor Conference

The Department does not anticipate a Vendor Conference will be necessary in solicitation of potential vendors for this RFP. This RFP as herein described in its entirety is designed to effectively, efficiently, and fairly elicit the level of experience and intent of submitting vendors' organizational strengths, capabilities, and responses. In the event a Vendor Conference is deemed necessary, this section of the RFP will be amended and a notice posted to VendorNet with the date and time at least five (5) business days in advance of any such conference. Vendors will have the option of participating in person or by teleconference.

1.8 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a vendor needs accommodations at the outset of this RFP process, please contact the Procurement Manager via electronic means (e-mail or facsimile).

1.9 Calendar of Events ("The Calendar")

Listed below are specific dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Department. In the event DHFS 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 |
|--|---|
| June 10, 2008 | Date of issue of the RFP |
| June 24, 2008; 4:00 p.m. CT | Deadline for submitting written inquiries, questions, and requests for clarification (described by paragraph 1.6) |
| June 25-July 1, 2008 (estimated) July 3, 2008 | Date of DHFS reply to written inquiries, as noted above Vendor Questions/Answers posted to VendorNet |
| July 9, 2008; 4:00 p.m. CT | Deadline for vendors' Notification of Intent to Submit |
| July 21, 2008; 4:00 p.m. CT July 28, 2008; 4:00 p.m. CT | Proposals due from vendors |
| July 22, 2008 July 29, 2008 | Date of Proposal Opening |
| August 18-21, 2008 (Tentative) | Interviews of invited vendors |
| Sept 10, 2008 (Tentative) | Notification of intent to award provided to vendor |
| October 8, 2008 (Tentative) | Anticipated Agreement start dates |

1.10 Contract Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for the period of time negotiated and specified in the contract.

1.11 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell and/or provide payable services to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to receive 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 exceeding \$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 as they are registered with the VendorNet system.

2.0 PREPARING AND SUBMITTING PROPOSALS

2.1 General Instructions

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

Elaborate proposals (e.g., expensive artwork, illustrations, advanced modeling techniques, etc.) beyond what is sufficient to present a complete and effective vendor proposal are not necessary or desired.

2.2 Incurring Costs

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

2.3 Submitting the Proposal

Proposers must submit an original and seven (7) paper copies, and one (1) electronic copy in PDF format on a CD/DVD of all materials required for acceptance of their proposal by July 28, ~~July 24~~, 2008, 4:00 p.m. CT to:

Elizabeth Garland

DHFS Procurement Manager, RFP #1639 DES-EG

Division of Enterprise Services

Wisconsin Department of Health and Family Services

1 W. Wilson Street, Room 750

Madison, WI 53703

Telephone: (608) 266-1682

Proposals must be received in the above office by the specified time and date stated above. All proposals must be time stamped as accepted by the Purchasing Office by the stated time. Proposals not so stamped will not be accepted. For purposes of this RFP, receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office.

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

- Proposer's Name and Address
- Request for Proposal title
- Request for Proposal number
- Proposal due date

An original plus three (3) paper copies and one (1) electronic copy in PDF format on CD or DVD of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP [Title and Number]," the Proposer's name, and the RFP due date. The cost proposal is due to the addressee on the due date and time noted above.

2.4 Proposal Organization and Format

Proposers responding to this RFP must comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

The Material Proposal should be typed and submitted on 8.5 x 11 inch paper bound securely. The proposal should be well organized and each page marked by a page number, the name of the responding vendor, and the RFP number. Font size and style throughout submission should be 12-point Arial font.

The Material Proposal must respond to the requested information in each of the following sections and subsections, and responses must be clearly labeled with the following bolded headings and subheadings and be presented in the following order:

1. **Cover Sheet and Transmittal Letter: The cover sheet (the first page of this RFP document; also at Appendix D) must be signed and the transmittal letter must be on the vendor's official letterhead and signed by an official authorized to legally bind the proposer. The transmittal letter must accompany the proposal and must include:**
 - a. Name and title of proposer representative.
 - b. Name and address of company.
 - c. Telephone number, fax number, and email address.

- d. RFP number and title, and an itemized list of all materials and enclosures submitted in the response.
- e. A reference to any RFP addenda or amendments; if none have been received, include a statement to that effect.
- f. A statement that the proposer believes its proposal substantially meets all the requirements set forth in the RFP.
- g. A statement that the proposer's organization or an agent of the proposer's organization has arrived at the prices and discounts without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition.
- h. A statement that the prices, discounts, or margins quoted in the response have not been knowingly disclosed by the proposer's organization or by any agent of the proposer's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor.
- i. A statement that no attempt has been made or will be made by the proposer's organization or by any agent of the proposer's organization to induce any other person or firm to submit or not to submit a response for the purpose of restricting competition.
- j. A statement acknowledging the proposal conforms to all rights of the State including procurement rules, procedures, rights, terms, and conditions specified in this RFP.
- k. A statement acknowledging agreement to adhere to all State of Wisconsin Standard Terms and Conditions and Supplemental Standard Terms and Conditions (**Appendix H and I**).
- l. A statement that the individual signing the proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP.
- m. The proposer's assurance the proposal will remain in full force and effect for at least ninety (90) days from the Proposal due date.

2. **Executive Summary** (one page).

3. **Table of Contents** (one page).

4. **General and Technical Proposal Requirements** (see section 4.0 General and Technical Proposal Requirements for detailed information).
 - a. **Introduction** (maximum of two pages).
 - b. **Business Profile and Organizational Background.**
 - (i) **Line of Business.**
 - (ii) **Subcontracting Relationships.**
 - (iii) **Sales and Operational Coverage/Locations.**
 - (iv) **Company Experience.**
 - (v) **Overall Experience and Examples of Work in Similar Engagements.**
 - c. **Organizational Capabilities.**
 - (i) **Summary of Approach to Work Effort.**
 - (ii) **Project Organization and Key Personnel.**
 - (iii) **Base of Operations for Project.**
 - (iv) **Key Challenges.**
 - d. **Response to Scope of Work Requirements and Deliverables**
 - (i) **Proposed Approach for Work Plan Tasks.**
 - (ii) **Project Start and End Dates.**
 - (iii) **Deliverables.**
5. **Required Department of Administration (DOA) Forms.** The vendor shall complete the following forms and include them in the proposal. Blank forms are attached as appendices for the vendors' convenience. Additional copies

of these forms will be provided by the Procurement Manager at the vendor's request.

- (i) DOA-3027 Designation of Confidential and Proprietary Information (**Appendix E**).
- (ii) DOA-3477 Vendor Information (**Appendix F**).
- (iii) DOA-3478 Vendor References (**Appendix G**). Vendors must include in their submitted proposal a list of all clients and organizations with whom the proposer has done business similar to that required by this solicitation within the last five (5) years. For each client and organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment that was and/or remains the basis for the previous or current business relationship. DHFS shall determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in scoring the proposal.

6. **Financial Requirements.** Proposers responding to this RFP must be able to substantiate their financial stability. Current audited financial statements for the most recent five (5) years, along with additional supporting documentation (Income Statement, Balance Sheet, Statement of Change in Financial Position along with all auditors' notes) must be submitted with the proposal. The State may request reports on financial stability from independent financial rating services to substantiate the proposing vendor's stability. Proposer firm name is to be included on each page submitted.
7. **Bankruptcy.** If the vendor or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, summarize in a separate attachment all relevant details of the bankruptcy.
8. **Legal Proceedings.** If the vendor is involved or was previously involved in legal proceedings within the last five (5) years, the vendor must list (caption, case number, and jurisdiction) and summarize in a separate attachment all judicial or administrative proceedings involving these legal proceedings. If the vendor is a subsidiary, this information must also be submitted for all parent companies. If the vendor will use subcontractors, associated companies, or others to complete the work of the state-level HIE project, the vendor's responses must include pertinent subcontractor information.

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

No mention of the Cost Proposal may be made in the Material Proposal response to the requirements of this RFP.

2.5 Multiple Proposals

Multiple proposals from a single vendor are not permitted.

2.6 Oral Presentations and Site Visits

Top scoring vendors 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 Department. The Department will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

2.7 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of seventy-two (72) hours 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 proposer and submitted to the RFP Procurement Manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The purpose of the preliminary evaluation is to determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation. Proposals must comply with the instructions to vendors contained in this RFP. Failure to comply with the instructions may cause the proposal to be rejected without further consideration. The state reserves the right to waive any minor irregularities in the proposal. The result of this review is either pass or fail. Proposals that fail this review will not be given further consideration.

3.2 Proposal Scoring

Various costing methodologies and models are available to analyze the cost information to determine the lowest cost to the Department. The Department will select one method for scoring costs and will use it consistently throughout its analysis of all the cost proposals. The selected methodology will be available by request (e-mail or facsimile) of the Procurement Manager at the time that the proposals are due.

Accepted proposals will be reviewed by an evaluation committee and scored against the chosen criteria. A proposer may not contact any member of an evaluation committee except with the Procurement Manager's written approval. The committee may review references, request interviews, and/or perform financial stability and/or litigation analysis, and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.3 Evaluation Criteria

Seventy-five percent (75%) of the overall evaluation score per proposal shall be based upon the Material Proposal. The remaining 25% of each overall proposal score shall be based upon the Cost Proposal.

3.3.1 The proposals will be scored using the following criteria, as described below in descending order of importance:

- 3.3.1.1** Material proposal's demonstration of understanding of project goals and scope of work, and experience with HIE business and technical planning and design;
- 3.3.1.2** Managerial experience and background the vendor demonstrates in regards to both organizational and individual staff capabilities;
- 3.3.1.3** Vendor's proposed approach, work plan, schedule, internal quality control, and appropriate allocation of staffing resources;
- 3.3.1.4** Thoroughness in which the vendor has submitted proposal;
- 3.3.1.5** Clarity the vendor demonstrates in conceptual development regarding all items above; and

3.3.1.6 Favorable references received from vendor's previous contract service recipients.

3.3.2 Each Cost Proposal will be scored using the following criteria, as described below in descending order of importance:

3.3.2.1 Actual cost; and

3.3.2.2 Thoroughness of cost estimate in anticipating all expenses.

3.4 Right to Reject Proposals and Negotiate Agreement Terms

The Department reserves the right to reject any and all proposals. The Department may negotiate the terms of the agreement, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Department may negotiate a contract with the next highest scoring proposer.

3.5 Award and Final Offer

The Department will compile the final scores (material and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit best and final offers. If best and final offers are requested by the Department and submitted by the vendor, the offer will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect the Department will request a best and final offer.

3.6 Notification of Intent to Award

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

After notification of the intent to award is made and under the supervision of agency staff, copies of all proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 1 W. Wilson Street, Madison, WI 53703. Vendors should schedule reviews with Elizabeth Garland via e-mail at the following address: ElizabethS.Garland@wisconsin.gov.

3.7 Appeals Process

Notices of intent to protest and actual protests must be made in writing to the head of the procuring agency. Protestors should make their protests as specific as possible and should identify any statutes and/or 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
Wisconsin Department of Health and Family Services
1 W. Wilson Street, Room 650
Madison, WI 53703

and received in her office no later than five (5) working days after the notice of intent to award are issued.

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

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

4.0 GENERAL AND TECHNICAL PROPOSAL REQUIREMENTS

4.1 Mandatory Requirements

The vendor's response to the general and technical proposal requirements must provide clear evidence the vendor meets the mandatory requirements. The following requirements are mandatory, and the vendor must satisfy them:

1. Vendor has a minimum of two (2) years experience in the last three (3) years in the following areas:
 - a. HIE business planning and development
 - b. HIE technical planning, architecture, and design.
2. Anticipated key personnel proposed by the vendor shall collectively and individually have the following experience, skills, and education, as illustrated in their resumes/CV's, required to complete the state-level HIE assessment, planning, and design project:
 - a. One individual must have at least 10 years of project management experience and professional certification in project management.

- b. One individual must have at least 10 years experience in business analysis and planning, including organizational and business plan development.
- c. One individual must have at least 10 years experience in financial planning, including the development of business sustainability plans.
- d. One individual must have at least 5 years of experience convening and facilitating broad groups of health care stakeholders that often have competing agendas and priorities.
- e. One individual must have at least 10 years overall experience in technical architecture planning and design, and at least 3 of the 10 years of experience must be in technical HIE architecture planning and design.

Note: One proposed person could satisfy more than one of the above requirements, but any one individual requirement may not be satisfied by totaling the experience of two or more persons proposed by the vendor.

4.2 Introduction

Proposals shall include an introduction that is no more than two pages in length and is comprised of the following:

- (i) Statement of understanding of anticipated work effort for the state-level HIE assessment, planning, and design project.
- (ii) Statement of vendor's familiarity and experience with planning and designing HIE business architecture and HIE technical services architecture. Statement should include why vendor and its subcontractors are qualified to be on contract with the Department and what specific skill sets and/or experience distinguishes the vendor and its subcontractors.

4.3 Business Profile and Organizational Background

The vendor's proposal shall include/address the following under this section:

- (i) **Line of Business.** Number of years vendor has been in operation and a description of vendor's main line of business as well as a list and description of other related lines of business the vendor participates in.
- (ii) **Subcontracting Relationships.** Description of any subcontracting relationships the vendor has or intends to have with other vendors to

complete the work required of this RFP. Identify subcontractors and their roles, responsibilities, and qualifications.

- (iii) **Sales and Operational Coverage/Locations.** Description of vendor's sales and operational geographic site coverage and list of all locations. Description of vendor's sales and operational geographic site coverage in Wisconsin and list of all locations.

- (iv) **Company Experience.** Number of years the company has consulted in each of the following areas and details of at least one consulting engagement (size, scope, outcomes, etc.) in each area vendor has experience:
 - (1) Healthcare IT (HIT),
 - (2) EHR system planning,
 - (3) EHR system implementation,
 - (4) HIE business planning and development,
 - (5) HIE technical planning, architecture and design,
 - (6) HIE implementation,
 - (7) Health care process mapping, and
 - (8) Health care quality measurement, reporting and improvement.

- (v) **Overall Experience and Examples of Work in Similar Engagements.** Summary of vendor's overall experience with work efforts similar to the scope of work described in **Appendix A**; and specific examples in which vendor has demonstrated unequivocal success and a summarized history for each relative to the outcomes achieved by such success(es).

4.4 Organizational Capabilities

The vendor's proposal shall include/address the following under this section:

- (i) **Summary of Approach to Work Effort.** A summary of approach the vendor would use in helping DHFS achieve the goals and scope of work outlined by this RFP (including a summary Statement of Work; and a description of project management methodologies, internal quality control

processes, and project communications methods to be implemented with DHFS during contract execution).

- (ii) **Project Organization and Key Personnel.** Description of proposed project organizational structure and list of anticipated key vendor personnel, including the Project Manager likely to be assigned to this project if awarded a contract, and summary of experience, education, and project availability for each individual; please provide resumes and/or curricula vitae (CV) for each.
- (iii) **Base of Operations for Project.** Location of vendor's intended primary base of operations for vendor personnel performing the work required of this RFP.
- (iv) **Key Challenges.** Key challenges the vendor anticipates in successfully completing an agreement with the Department if executed according to anticipated guidelines provided within this RFP.

4.5 Response to Scope of Work Requirements and Deliverables

The Department's eHealth program staff in collaboration with members of the eHealth Board's Patient Care and Information Exchange Workgroups developed a work plan (**Appendix A**) that describes the planning and design tasks Wisconsin would need to complete to be able to implement HIE governance, and business and technical services/operations at a state-level.

This RFP is asking vendors to propose how they would accomplish this work plan and create the requested deliverables included in **Appendix A**. The RFP is not requesting what should be accomplished as this is already defined in the work plan, but is instead requesting proposals on how the work should be accomplished.

The vendor's proposal shall include/address the following under this section:

- (i) **Proposed Approach for Work Plan Tasks.** For each of the six tasks in the project's scope of work described in **Appendix A**, a detailed response on vendor's proposed approach, processes, methodologies, schedule, and tools for accomplishing the task.
- (ii) **Project Start and End Dates.** The date on which the vendor can begin work on submitted proposal and the date on which the vendor will complete work on submitted proposal.

- (iii) **Deliverables.** A detailed response acknowledging the required deliverables described by **Appendix A** of this RFP, including the vendor's approach to internal quality assurance. Response should include the table of contents expected for each report.

5.0 COST PROPOSAL

The cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the Department. The Department will select one method and use it consistently throughout its analysis. The cost methodology will be available by request (e-mail or facsimile) of the Procurement Manager at the time that the proposals are due.

5.1 Cost Proposal Format

The vendor should use **Appendix C**, Required Cost Proposal Format and Instructions to develop the Cost Proposal associated with the proposal.

The vendor awarded a contract resulting from this RFP process will likely be asked for additional cost information including but not limited to a detailed price tied to specific milestones in the schedule for accomplishing the project's scope of work (as described in **Appendix A**).

5.2 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date for proposals.

5.3 Inflationary Adjustment

The anticipated combined duration of RFP solicitation, evaluation, selection, and contract period is not anticipated to extend beyond a maximum of twelve (12) months; therefore, no inflationary adjustment factor(s) shall be considered in payment and reimbursement terms associated with the contract.

5.4 Price Clarifications

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of any vendor. Such clarification will be solely to provide

consistent assumptions from which an accurate cost comparison can be achieved.

6.0 SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Payment Terms and Schedule

The Contractor's reimbursement schedule will be decided during contract negotiations and finalized in the contract; however, it is anticipated reimbursement will be prorated based on achieving mutually agreed upon milestones and satisfactory completion of deliverables. The Department will reserve no less than 25% of the total payment pending satisfactory and timely submittal of final deliverable(s).

6.2 Liquidated Damages

The contractor is expected to meet all delivery dates negotiated and specified in the contract. The contractor agrees the Department shall have the right to liquidate any damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

6.3 Performance Bonds

There shall be no performance bonds, or expectation thereof, associated with the contract and resulting business arrangements resulting from final award to vendor.

6.4 Prime Contractor and Minority Business Subcontractors

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

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

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in

the performance of its contracts. The contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

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

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

6.5 Executed Contract to Constitute Entire Agreement

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

6.5.1 Official purchase order.

6.5.2 The respective agreement/contract.

6.5.3 Vendor's proposal awarded in soliciting work.

6.5.4 State's RFP, Issue Date: June 10, 2008.

6.5.5 State of Wisconsin Standard Terms and Conditions (DOA-3054 and DOA-3681).

6.6 Termination of Contract

The Department may terminate the contract at any time at its sole discretion by delivering fourteen (14) days written notice to the contractor. Upon termination, the Department's liability will be limited to the pro rata cost of the services within the limits of the fixed-price contract work performed as of the date of termination with the prior written approval of the Department. In the event the contractor terminates the contract, for any reason whatsoever, it will refund to the agency

within fourteen (14) days of said termination all payments made hereunder by the Department to the contractor for work not completed or not accepted by the Department. Such termination will require written notice to that effect to be delivered by the contractor to the Department not less than fourteen (14) days prior to said termination.

7.0 STANDARD TERMS AND CONDITIONS

The State of Wisconsin Standard Terms and Conditions (**Appendix H**: Standard Terms and Conditions (DOA-3054) and **Appendix I**: Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)) will be incorporated into the resulting contract. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

8.0 WEB LINKS TO INFORMATION RESOURCES

About the Department of Health and Family Services

<http://dhfs.wisconsin.gov/aboutdhfs/index.htm?nav=mo>

DHFS Organization Charts

<http://dhfs.wisconsin.gov/organization/DHFS07/CoverPage.pdf>

Wisconsin eHealth Care Quality and Patient Safety Board

<http://ehealthboard.dhfs.wisconsin.gov/index.asp>

Wisconsin eHealth Action Plan

<http://ehealthboard.dhfs.wisconsin.gov/actionplan2006-12.pdf>

Wisconsin eHealth Care Quality and Patient Safety Board's Information Exchange Workgroup, Final Report

<http://ehealthboard.dhfs.wisconsin.gov/ie-final-report.pdf>

Development of State-Level Health Information Exchange Initiatives

<http://staterhio.org>

9.0 LIST OF RFP APPENDICES

The following appendices are included in this RFP package for vendors' consideration, assistance, and information:

Appendix A: State-Level HIE Assessment, Planning, and Design Project

Appendix B: Wisconsin Health Care Stakeholder List

Appendix C: Required Cost Proposal Format and Instructions

Appendix D: Cover Sheet; DOA-3261

Appendix E: Designation of Confidential and Proprietary Information; DOA-3027

Appendix F: Vendor Information; DOA-3477

Appendix F: Vendor References; DOA-3478

Appendix H: Standard Terms and Conditions for Procurement of Services; DOA-3054

Appendix I: Supplemental Standard Terms and Conditions for Procurement of Services; DOA-3681

10.0 ADDITIONAL CONSIDERATIONS/OPTIONAL SUBMISSION

The vendor may opt to propose additional work tasks or deliverables not already specified in this RFP that the vendor recommends for the state-level HIE planning and design project. The vendor shall propose the number of hours required for each proposed task and deliverable. This optional submission will be opened only after the Evaluation Committee has finalized its recommendation for award and will not be scored or influence the evaluation and selection process. If a vendor proposes additional areas of work, this information must be provided in a separate sealed envelope and be clearly labeled as Additional Work Tasks/Deliverables. If the vendor is selected for contract award, the Department will, at its discretion, consider the proposed additional work in contract negotiations for possible inclusion as optional work tasks/deliverables at a specified blended rate.

Appendix A

State-Level HIE Assessment, Planning, and Design Project

1.0 Scope of Work

Wisconsin needs to develop a detailed business and technical plan and design for the development of state-level HIE. The plan should include the specifications for the legal entity that would manage and operate state-level HIE. The specifications should include comprehensive business, legal, and technical details relevant to this organization and a state-level HIE infrastructure. The selected contractor shall consider the following factors in developing the business and technical plans and architecture for state-level HIE in Wisconsin:

- The overall health care environment as it relates to a State-level HIE for Wisconsin, including relevant areas such as: the changing Medicare policies (e.g., mandatory requirement for e-prescribing) and other related federal and state health care policies, the increasing role and emphasis on value exchanges and pay for performance, existing funding sources (e.g., the Medicaid Transformation Grant), and the Center for Disease Control (CDC) IT roadmap.
- Wisconsin's current business, legal, and technical environment in health care and the inventory of technical assets and resources, as determined in Task #1 and #2 below.
- Evolving national interoperability specifications from the Health Information Technology Standards Panel (HITSP) and existing industry standards for HIT interoperability.
- Trends observed and best practices employed in other states and at the federal level.
- Recommendations from the Wisconsin eHealth Care Quality and Patient Safety Board and its Workgroups.

The selected contractor shall complete the following tasks and subtasks:

- 1.1 Task #1—Stakeholder Assessment and Environmental Scan.** Select and convene a sufficient and adequate sample of Wisconsin health care providers/practice groups who have adopted and are using or plan to use EHR systems or other HIT systems; and other relevant stakeholders, such as RHIO's, Community Value Exchanges (CVE's), and payers. The sample should represent the geographic distribution of natural medical markets or medical trading areas (MTA's) across the state and represent the breadth of health care practice, i.e., primary care, specialty care, large urban and small community/rural hospitals, and long-term care. At a minimum, the sample should include the

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

clinics/practices/hospitals with EHRs from the systems listed in **Appendix B** as well as existing entities engaged in HIE initiatives and health care payers, also listed in **Appendix B**.

- 1.1.1** Assess selected stakeholders' motivations for participation in state-level HIE. This assessment should focus on financial, technical, and organizational capacity, capability, and interest in participating in an electronic HIE. Collect information on stakeholders' current and future HIE plans. Assess the willingness of the stakeholders to participate in state-level HIE and identify any barriers to participation.
- 1.1.2** Identify functional, legal, and technical requirements for HIE from each stakeholder and reconcile these requirements across all respondents. Elicit the specific business and technical services the stakeholders want the legal entity providing state-level HIE services to supply, as well as any requirements the stakeholders may have regarding the selection of the state-level legal entity.
- 1.1.3** Analyze the stakeholders' technical environment as it relates to HIE, including details about the stakeholders' HIT applications, security infrastructure, and architecture. For each stakeholder, identify the stakeholder's current HIT system(s) and their vendor(s). From the list of vendors identified by the stakeholder assessment, determine the vendor HIT application's ability to support current and emerging interoperability standards necessary to support HIE. Identify standards currently in use by the stakeholder that are congruent or align with the Integrating the Healthcare Enterprise (IHE™) technical frameworks and other HITSP specifications for interoperability.
- 1.1.4** Identify the current and/or planned capability of HIT vendors identified above to implement applicable HITSP interoperability specifications, including the IHE technical frameworks; and identify the certification status of their products relative to the Certification Commission for Healthcare Information Technology's (CCHIT) current EHR certification criteria and the CCHIT network certification criteria currently under development.
- 1.1.5** Determine the means by which the stakeholders can participate in cross-enterprise patient identity cross referencing.
- 1.1.6** Describe any security, identity, and access management products and/or capabilities. Identify the encryption standards currently used by the stakeholders for electronic health record data in storage and in transit.

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

1.4 Task #4—Propose feasible business and technical architecture options for state-level Wisconsin HIE. Using the information obtained in Tasks #1-3, propose in writing and formally present to the Wisconsin eHealth Care Quality and Patient Safety Board (“eHealth Board”) feasible, executable options for a state-level Wisconsin HIE business architecture and vendor-neutral technical architecture, and a recommendation on which option to further develop.

1.4.1 For each option proposed, include:

1.4.1.1 A description of the legal entity which will provide state-level HIE services and the types of services the entity would offer to bring value to the various stakeholders and regional HIE efforts.

1.4.1.2 The financial, legal, business continuity/sustainability, and governance strengths and weaknesses (barriers) of the business architecture. Propose measures for potentially mitigating weakness or risks.

1.4.1.3 The high-level design for the technical architecture and the hosting considerations.

1.4.1.4 The strengths and weaknesses (barriers) of the technical architecture in terms of scalability, interoperability/integration with various HIT systems/data sources, privacy/security, and conformance with national HIE/HIT standards and interoperability specifications.

1.4.1.5 A high-level business case with a cost-benefit analysis.

1.4.2 For the recommended option:

1.4.2.1 Describe why this option (versus the other proposed options) is the most appropriate for Wisconsin based upon stakeholder participation considerations, the statewide capacity to reuse technical assets, sustainability, and the option’s ability to support and advance regional HIE development in Wisconsin.

1.4.2.2 Identify and detail specific barriers, risks, risk mitigation, and benefits for the state and each of the stakeholders identified in Task #1.

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

1.5 Task #5—Develop a detailed business and technical plan for the state-level Wisconsin HIE option selected and approved by eHealth Board. Develop a comprehensive plan for an operational organization and infrastructure necessary for the state-level HIE option selected and approved by the eHealth Board in Task #4. This plan should incorporate the results of the stakeholder assessment and environmental scan in Task #1, the inventory of statewide technical assets and resources from Task #2, and the use cases selected and prioritized in Task #3. The plan should include a business model for the operational organization as well as the technical specifications. The plan should include:

1.5.1 A detailed business architecture that:

- 1.5.1.1** Specifies the nature of a legal entity, its source of authority, the governing body (a board of directors and any supporting committee structure) composition and structure, and an organizational structure for the long-term management and operation of state-level HIE.
- 1.5.1.2** Describes in detail the governance functions the HIE legal entity should perform.
- 1.5.1.3** Identifies the HIE business and technical services and other ancillary, value-added services such as model legal agreements for regional exchanges, HIE and HIT consulting services or technical assistance for providers and regional entities, etc., the state-level legal entity should offer.
- 1.5.1.4** Estimates initial start-up costs of the operational entity.
- 1.5.1.5** Describes how the state-level HIE services will be marketed.
- 1.5.1.6** Defines a strategy for an education and outreach campaign that includes consumers, providers, and other stakeholders.
- 1.5.1.7** Identifies start-up funding opportunities and strategies to cover initial costs, including a description of effort required, possible restrictions, and potential funding amount.
- 1.5.1.8** Specifies appropriate and feasible financing model/strategies for long-term funding and sustainability of the state-level HIE services given the state's market characteristics and stakeholders' input.

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

1.5.1.9 Forecasts probability of generating revenue to sustain state-level HIE operations based upon expected value to be delivered to providers and others stakeholders participating in the state-level HIE.

1.5.2 A detailed vendor-neutral technical architecture that specifies:

1.5.2.1 A mechanism for providing and managing identity and credentials of all users of the exchange.

1.5.2.2 A mechanism for state-level, cross-enterprise patient identity management based on the IHE Patient Identity and Cross Referencing (PIX) and related integration profiles.

1.5.2.3 Technical specifications of each technical component and service, including interfaces within the architecture.

1.5.2.4 How the architecture will comply with existing and evolving security and privacy standards and policies, including HITSP TN900.

1.5.2.5 How the architecture incorporates or uses existing statewide technical assets and resources identified in the statewide inventory. Identify and detail the use of specific statewide and technical assets and resources (from Task #2).

1.5.2.6 How the architecture uses service-oriented principles.

1.5.2.7 How the architecture will provide the highest level of security and privacy.

1.5.2.8 How the architecture conforms to the evolving national HIT/HIE standards, frameworks, specifications, and best practices, including CCHIT and HITSP standards and specifications.

1.5.2.9 How the architecture will bridge and interoperate with existing and developing regional HIE's within Wisconsin and on its borders.

1.5.2.10 How the architecture will bridge and interoperate with the Nationwide Health Information Network (NHIN).

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

- 1.5.2.11** How the architecture provides for data mining of aggregate data for health analytics purposes, for example, measuring and reporting on public health and health care quality.
- 1.5.2.12** The architecture's ability to accommodate variations and improvements in technical, legal, and business standards and practices.
- 1.5.2.13** Risks and benefits, taking into consideration how the architecture accounts for the information acquired in the stakeholder assessment and environmental scan (Task #1) and inventory of statewide technical assets and resources (Task #2).

1.5.3 For both the business and technical plans:

- 1.5.3.1** Create a roadmap (major steps and time sequencing) for implementing the business and technical architecture for state-level HIE services in Wisconsin. The roadmap should be comprehensive in nature, representing all areas involved in implementing the business and technical architectures, including areas such as governance, legal, fiscal, and technical operations. Describe short- and long-term implementation strategies, such as a phased implementation, which support stakeholder participation in the HIE, address funding availability, and enable deliberate business plan development to ensure long-term viability.
- 1.5.3.2** Complete a detailed business case with a complete cost-benefit analysis.
- 1.5.3.3** Describe the appropriate role for State government in advancing the development of a state-level HIE organization and infrastructure, and the implementation of the roadmap for fully operational state-level HIE services.

- 1.6 Task #6—Inform and educate Wisconsin HIE stakeholders on current market and capabilities of commercially available HIE solutions and products.** Inform and educate Wisconsin HIE stakeholders on key features and functions of information systems, solutions, and products that could fulfill the functional and technical requirements/specifications of the state-level HIE technical architecture detailed in Task #5, as well as comply with national HIT and HIE standards and interoperability specifications.

Appendix A

State-Level HIE Assessment, Planning, and Design Project (Continued)

2.0 Deliverables

2.1 Project Plan.

2.1.1 A project plan for the scope of work outlined in paragraph 1.0 including description of key milestones, deliverables, risks, and risk mitigation strategies.

2.1.2 A description of internal quality control methodologies, and a thorough list of all internal and external stakeholders and/or stakeholder groups in which we would intend to engage to complete the scope of work.

2.1.3 Periodic written and oral status reports.

2.2 Stakeholder Assessment and Environmental Scan Report. All information collected in the major stakeholder assessment and environmental scan (Task #1, paragraph 1.1) and a written report on the findings covering all the points of consideration listed for Task #1.

2.3 Statewide HIE-related Technical Assets and Resources Inventory Report. All information collected for Task #2 (paragraph 1.2) and a written report on the findings covering all the points of consideration listed for Task #2.

2.4 HIE Use Cases. Documentation on the selected/prioritized use cases covering all the points of consideration included in Task #3 (paragraph 1.3).

2.5 Report and Presentation on Business and Technical Architecture Options for State-Level Wisconsin HIE. A written report and formal presentation to the eHealth Board that includes a complete description of each proposed and the recommended business and technical architecture option for state-level Wisconsin HIE covering all the points of consideration in Task #4 (paragraph 1.4).

2.6 Report and Presentation on Selected Option for State-Level HIE Business and Technical Plan and Design. A written report and formal presentation to the eHealth Board that includes a complete description of the plan and the design for the selected option for a state-level HIE business and technical architecture, a detailed business case, and an implementation roadmap for Wisconsin covering all the points of consideration in Task #5 (paragraph 1.5).

2.7 HIE Solutions and Products. A written report on commercial HIE solutions and product offerings in terms of fit and applicability to WI state-level HIE services and infrastructure (Task #6, paragraph 1.6).

Appendix B

Wisconsin Health Care Stakeholders List

Note: This is by no means a complete or exhaustive list.

A. Wisconsin Health Care Systems

| System Name | City |
|---|--|
| Advanced Healthcare, SC | Milwaukee |
| Affinity Health System, Inc. | Menasha |
| Agnesian HealthCare | Fond du Lac |
| Aspirus | Wausau |
| Aurora Health Care | Milwaukee |
| BayCare | Green Bay |
| Bellin Health System | Green Bay |
| Black River Memorial Hospital | Black River Falls |
| Children's Hospital of Wisconsin | Milwaukee |
| Children's Medical Group | Milwaukee |
| CHN Berlin Memorial Hospital (Community Health Network) | Berlin |
| Columbia St. Mary's, Inc. | Glendale |
| Dean Health System | Madison |
| Divine Savior Healthcare | Portage |
| Fort HealthCare | Fort Atkinson |
| Franciscan Skemp Healthcare-Mayo Health System | La Crosse |
| Froedtert-Community Memorial | Milwaukee |
| Group Health Cooperative | Madison |
| Gundersen Lutheran Health System | La Crosse |
| Hospital Sisters Health System | Chippewa Falls, Eau Claire, Green Bay, Sheboygan |
| Lakeshore Medical Clinic | South Milwaukee |
| Luther/Midelfort - Mayo Health System | Eau Claire |
| Marshfield Clinic | Marshfield |
| Medical Associates Health Centers | Menomonee Falls |
| Medical College of Wisconsin | Wauwatosa |
| Mercy Health System | Janesville |
| Meriter Health Services | Madison |
| Ministry Health Care | Milwaukee |
| Monroe Clinic | Monroe |
| Northreach Clinics | Marinette |
| Prevea Health Services | Green Bay |
| ProHealth Care | Waukesha |
| Reedsburg Area Medical Center | Reedsburg |
| Sauk Prairie Memorial Hospital | Prarie du Sac |
| Synergy Health | West Bend |
| ThedaCare | Appleton |
| Tomah Memorial Hospital | Tomah |

Appendix B

Wisconsin Health Care Stakeholders List

Note: This is by no means a complete or exhaustive list.

| System Name | City |
|-----------------------------------|-------------|
| UW Hospital & Clinics | Madison |
| Wheaton Franciscan Services, Inc. | Milwaukee |

B. Entities Engaged in HIE Initiatives

| Entity Name | Acronym | City |
|---|----------------|-------------|
| Wisconsin Health Information Exchange | WHIE | Milwaukee |
| Wisconsin Collaborative for Healthcare Quality | WCHQ | Madison |
| Wisconsin Health Information Organization | WHIO | DePere |
| Rural Wisconsin Health Cooperative Information Technology Network | RWHC | Sauk City |
| WHA Information Center | WHAIC | Madison |
| Wisconsin Medicaid | | |

C. Health Care Payers in Wisconsin

| Payer Name |
|---------------------------------------|
| Medicaid |
| WEA Ins Corp |
| Blue Cross Blue Shield of WI |
| UnitedHealthcare Ins Co |
| Dean Health Plan Inc |
| UnitedHealthcare of WI Inc |
| Humana Ins Co |
| Wisconsin Physicians Service Ins Corp |
| Security Health Plan of WI Inc |
| Compcare Health Services ins Corp |
| Network Health Plan |
| Physicians Plus Ins Corp |

Appendix C

Required Cost Proposal Format and Instructions

Complete all tables and questions in this appendix.

Table 1: Costs by Task & Deliverables

Include all costs/hours for work required to complete each task and produce the deliverable(s) associated with the task.

| | Task #1 | Task #2 | Task #3 | Task #4 | Task #5 | Task #6 |
|--|---|--|-----------------------------|---|---|--|
| Deliverable(s) | 2.1 Project Plan 2.2 Stakeholder Assessment & Environmental Scan | 2.3 Statewide HIE-related Inventory Report | 2.4 HIE Use Cases | 2.5 Report & Presentation (Options) | 2.6 Report & Presentation (HIE Plan & Design) | 2.7 HIE Solutions & Products |
| Total labor cost | \$ | \$ | \$ | \$ | \$ | \$ |
| Estimated number of labor hours | | | | | | |
| Overhead / Other Costs | \$ | \$ | \$ | \$ | \$ | \$ |
| Travel Costs* | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Cost Not to Exceed | \$ | \$ | \$ | \$ | \$ | \$ |

*Cost submitted must include contractor expenses, including all travel expenses, room and meal expenses for the time that the contractor is required to travel.

The State will provide meeting space to the extent possible. The contractor shall supply its own offices, furniture, computers, software, telephones, office equipment/supplies, and transportation. No additional reimbursements will be made unless the State requires and approves additional travel within the State of Wisconsin. In that case, reimbursed expenses shall not exceed the allowable rates for Wisconsin State Employees unless accommodations cannot be found within these rates. The State must approve any such expenses prior to their implementation. Contractor shall make any and all travel arrangements.

State employee travel rates can be found at: <http://oser.state.wi.us/docview.asp?docid=1583>

Appendix C

Required Cost Proposal Format and Instructions

Table 2: Additional EHR and HIE Consulting Services

Provide a blended hourly rate for consultation services for work efforts associated with additional EHR, HIT, or HIE development work tasks that are outside the scope of the HIE planning and design project in this RFP, regardless of whether or not vendor responds to Section 10.0 in the RFP. Provide (if applicable) adjustments to the blended rate for calendar years 2009, 2010, and 2011.

| | Calendar Year | | | |
|---|---------------|------|------|------|
| | 2008 | 2009 | 2010 | 2011 |
| Blended Rate for EHR/HIE Consulting Services | | | | |

Table 3: Assumptions

In the table below, list all assumptions as they relate to costs. Add additional rows if necessary.

| Number | Description |
|--------|-------------|
| 1. | |
| 2. | |

Appendix D

State of Wisconsin
DOA-3261 (R08/2003)
s.16.75, Wis. Statutes
Page 1 of 1



Division of Agency Services
Bureau of Procurement

PROPOSALS MUST BE SEALED AND ADDRESSED TO:
AGENCY ADDRESS:

REQUEST FOR PROPOSAL
THIS IS NOT AN ORDER

PROPOSER (Name and Address)

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

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # 1639 DES-EG. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

| | |
|--|--|
| Proposals MUST be in this office no later than | Public Opening <input type="checkbox"/> |
| | No Public Opening <input type="checkbox"/> |
| Name (Contact for further information) | |
| Phone | Date |
| Quote Price and Delivery FOB | |

Description

Payment Terms:

Delivery Time:

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

Yes No Unknown

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

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

| | | |
|---|-------|---|
| Name of Authorized Company Representative (Type or Print) | Title | Phone () |
| | | Fax () |
| Signature of Above | Date | Federal Employer Identification No. Social Security No. if Sole Proprietor (Voluntary) |

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

Appendix E



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # 1639 DES-EG 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 | _____ |
| Authorized Representative | Signature |
| Date | Type or Print |

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

Appendix F

State of Wisconsin
Department of Administration
DOA-3477 (R05/98)
Page 1 of 2



Division of Agency Services
Bureau of Procurement

STATE OF WISCONSIN
DOA-3477 (R05/98)

Bid / Proposal # 1639 DES-EG

Commodity / Service CONSULTATION SERVICES

VENDOR INFORMATION

1 BIDDING / PROPOSING COMPANY
NAME _____

FEIN _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-MailAddress _____

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 procuring Agency. 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.

Appendix G

State of Wisconsin
Department of Administration
DOA-3478 (R12/96)
Page 1 of 1



Division of Agency Services
Bureau of Procurement

STATE OF WISCONSIN
DOA-3478 (R12/96)

Bid / Proposal # 1639 DES-EG

VENDOR REFERENCES

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.

Entity Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Entity Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Entity 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 H



Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.



Standard Terms And Conditions (Request For Bids / Proposals) (Continued)

- 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.



Standard Terms And Conditions (Request For Bids / Proposals) (Continued)

- 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.



Standard Terms And Conditions (Request For Bids / Proposals) (Continued)

- 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.

Appendix I



Supplemental Standard Terms and Conditions for Procurement 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 ordinance.
- 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

Appendix I

State of Wisconsin
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ss. 16, 19 and 51, Wis. Stats
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Division of Agency Services
Bureau of Procurement

**Supplemental Standard Terms and Conditions
for Procurement for Services**

permitted to be an agent, servant, joint venturer, or partner of
the state.

[END RFP # 1639 DES-EG]

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