

EXHIBIT B:

**Milwaukee County RFP #98180024:
Correctional Medical Services Contract Monitor**

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MILWAUKEE COUNTY
RFQ #98180023 – Correctional Medical Contract Monitor

MILWAUKEE COUNTY

House of Correction
and
Office of the Sheriff

Request for Proposal #98180023

Correctional Medical Services Contract Monitor



Issued: September 21, 2018

Response Due Date: October 26, 2018



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1 INFORMATION SUMMARY SHEET

Request for Proposal Title:	Correctional Medical Services Contract Monitor
Request for Proposal Number:	98180023
RFP Issuing Office:	House of Correction & Office of the Sheriff
RFP Issue Date:	September 21, 2018
Date of Optional Pre-Qualifications Conference and Site Tours:	October 3, 2018 at 9:00 AM CST
Optional Pre-Qualifications Conference Location:	633 W. Wisconsin Avenue, First Floor Conference Room Milwaukee, WI 53233
Deadline for Receipt of Questions:	October 12, 2018 at 5:00 PM CST
Written Q&A Posted to Bonfire:	October 17, 2018
RFP Qualifications Receipt Deadline:	October 26, 2018 at 3:00 PM CST
Service Starting Date (Projected):	December 1, 2018
RFP Submission Location:	https://countymilwaukee.bonfirehub.com/opportunities/9794
RFP Administrator:	<p>Erin Schaffer Department of Administrative Services <i>Procurement Division</i> 633 W. Wisconsin Avenue, Suite 901</p> <p>Phone: 414-278-4129 Email: Erin.Schaffer@milwaukeecountywi.gov</p> <p><i>Respondents may not contact any employee, contractor, or other representative of Milwaukee County regarding this RFP without express written permission from the RFP Administrator. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.</i></p>

Access to RFP and all related documents can be found on Milwaukee County's website; "Business Opportunity Portal" – <http://county.milwaukee.gov/bop>.



2 GENERAL INFORMATION

2.1 INTRODUCTION & BACKGROUND

2.1.1 Request

Milwaukee County is seeking a consultant to provide clinical and fiscal contract monitoring and oversight of its comprehensive medical, dental, and mental health services contract (the “Correctional Medical Services Contract”) resulting from an award to a medical services provider under RFP 98180020: Correctional Medical Services.

Successful Proposals will demonstrate the availability of appropriately credentialed staff available to perform work on-site in Milwaukee County as needed, and who are experienced with correctional health services contract oversight in both clinical and fiscal capacities. Such Proposals will explain and support the Respondent’s plan to provide the County with medical contract management that will improve provision of care, increase reporting and improve the value of reporting mechanisms, eliminate fraud or abuse, reduce wasteful spending and ensure contract compliance.

This RFP is designed to provide interested offerors with sufficient basic information required to submit Proposals meeting minimum requirements, but is not intended to limit a Proposal’s content or exclude any relevant or essential data. Offerors are at liberty and encouraged to expand upon the specifications to evidence service capability under any awarded Contract.

Any awarded Contract will be for a period of one (1) year, with no more than four (4) 1-year renewals, at the County’s option.

2.1.2 Introduction to Milwaukee County

Milwaukee County is governed by an elected County Executive and an 18 member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Courts, District Attorney and Sheriff, who, in conjunction with administration, provide a full range of associated governmental services, including but not limited to: law enforcement, in-patient mental health, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

2.1.3 Milwaukee County Jail & House of Correction

The Milwaukee County House of Correction (“**HOC**”) is an approximately 451,328 square foot facility located at 8885 S. 68th Street, Franklin, Wisconsin 53132. This facility houses approximately 1,100 male and female inmates, both pretrial and sentenced, in an open dormitory setting with a work-release population.

The Milwaukee County Jail (“**MCJ**”) is a 460,081 square foot facility located at 949 N. 9th Street, Milwaukee, Wisconsin 53233. This facility houses intake and pretrial inmates, male and female, with a population capacity of 960 inmates.



There is a current Consent Decree (Christensen 2001, provided as Attachment K) that addresses the inmate population in the MCJ and oversees medical care and operations at both facilities. A court monitor is appointed to ensure compliance with the Consent Decree and conduct semi-annual inspections.

Correctional medical care is provided at both facilities, which are located approximately 15 miles apart, by a single correctional medical health care provider.

2.2 DEFINITIONS

The definitions in Table 2-1 apply to any specialized terms used in this document.

Table 2-1: Definitions/Acronyms

Term	Definition
Christensen Consent Decree (“Consent Decree”)	Consent Decree means the 2001 Consent Decree entered in regards to Christensen v. Milwaukee County, 96-CV-001835. A copy of the Consent Decree is attached as Attachment K.
Contract	Contract means any contract for contract monitoring services of the Medical Services Contract between the County and the winning Respondent (Contractor) based on award under this RFP.
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
Correctional Medical Services Contract	Medical Services Contract means the comprehensive medical, dental, and mental health services contract between Milwaukee County and its Medical Services Provider.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Procurement and Information Management Services Divisions of the Department of Administrative Services.
House of Correction (“HOC”)	An approximately 451,328 square foot facility located at 8885 S. 68th Street, Franklin, Wisconsin 53132.
Medical Services Provider	Medical Services Provider means the winning Respondent who enters into a Medical Services Contract under RFP 98180020: Correctional Medical Services.



Milwaukee County Jail (“MCJ”)	A 460,081 square foot facility located at 949 N. 9th Street, Milwaukee, Wisconsin 53233.
Proposal	The “Proposal” is any offering vendor’s submitted Proposal materials, including all requested information listed in Section 3.3.1: Proposal Materials and the offering vendor’s submitted answers to all questions in Section 5: Technical Requirements , and Section 6: Cost Proposal . More information on submitting a Proposal can be found in Section 3: Preparing and Submitting a Proposal .
Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.

2.3 MINIMUM QUALIFICATIONS & RESPONSIBILITIES

Milwaukee County is seeking a consultant to provide clinical and fiscal contract monitoring and oversight of its Correctional Medical Services Contract. **Respondents are responsible for all requirements and responsibilities outlined in the Scope of Work and specifications.**

Respondents must have demonstrable experience monitoring and overseeing multi-million-dollar medical services contracts, with emphasis on improvement of patient care, continuous quality improvement, and appropriate, care-focused cost savings. Experience monitoring contracts for correctional facilities is preferred. A minimum of three (3) years’ demonstrable experience within the last five (5) years performing these services is required.

Respondents must provide a minimum of three references from existing clients for whom the Respondent has provided a substantially similar service.

If a subcontracted vendor is provided for any portion of the services provided, the Respondent agrees to be wholly responsible for the subcontracted vendor in performance of responsibilities under the Contract. Should the subcontractor fail to provide satisfactory service under the Contract, the Respondent will be responsible for replacing the subcontracted vendor as expediently as possible and at its own expense, and will provide alternative service as required. **Proposals including a subcontracted vendor contracting separately with the County will be considered non-responsive.**

Respondents must be willing to enter into a Contract with the County, and must comply with all terms and conditions required by state or local law, regulation, or ordinance. **Respondents unable to comply with the County’s standard terms and conditions as stated in the Sample Contract (Attachment L) and Attachment I: Insurance and Indemnity Acknowledgement Form will be considered non-responsive.**



2.4 TECHNICAL REQUIREMENTS & SCOPE

Milwaukee County is requesting contract monitoring for its Correctional Medical Services Contract on behalf of the House of Correction and Office of the Sheriff. The selected consultant will provide clinical and fiscal contract monitoring and oversight of the Correctional Medical Services Contract, with a focus on improvement of patient care, cost containment, and risk reduction.

Each of the following elements must be addressed for a Proposal submission to be considered responsive to this RFP. Respondents may be individuals or organizations able to provide the required contract monitoring, and must at a minimum:

1. Develop and propose a Scope of Work for services requested under this RFP, including expected hours per month per defined task, clear deliverables, service level agreements, and a list of individuals to be staffed on the project. Hours of work to be performed on-site and off-site should be clearly detailed.
2. Provide medical contract oversight consultation services for the House of Correction and Milwaukee County Office of the Sheriff on the Correctional Medical Services Contract.
3. Provide a qualified, State of Wisconsin licensed, Board Certified medical physician or physicians with Correctional Medical experience and who is clinically active in the management of care for a variety of patients, including chronically ill patients and acutely ill or injured patients and who is capable of review and oversight of medical, mental health, and dental care provided to incarcerated individuals in a multi-facility contract.
4. Provide an individual capable of review and control of financial aspects of the contract, including the collection of fines, oversight of cost-control measures and assessment of the measures' effectiveness, and proposal of other cost-savings measures as appropriate.
5. Provide medical review of the Contractor's medical services for both facilities, specifically to ensure that requirements under RFP 98180020 and the Correctional Medical Services Contract are being met.
6. Work with the court-appointed monitor on a regular basis to address the monitor's concerns and ensure the County's and the Medical Service Provider's compliance with the Christensen Consent Decree.
7. Serve as advisor to Milwaukee County regarding medical services provided under the contract, raising any issues pertaining to quality of care, Medical Service Provider's ability to meet service requirements, status of contract compliance, and potential cost-saving measures.
8. Attend meetings and participate in the Continuous Quality Improvement Committee.
9. Review studies, methodology, and annual audit plans.
10. Review the August 2018 Milwaukee County Audit Report from the Milwaukee County Office of the Comptroller, Audit Services Division (Attachment M). Provide and implement a plan in collaboration with the Medical Services Provider which addresses all



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recommendations stated in, and concerns raised by, the audit report.

11. Work closely with the health administrator and review routine activities, including, but not limited to:
 - a. Reviewing and monitoring progress of NCCHC requirements for accreditation;
 - b. Monitoring monthly personnel position reports, specifically:
 - i. Tracking all clinical positions for vacancies and number of days unfilled monthly;
 - ii. Tracking all clinical positions filled by agency and the number of days used per month;
 - iii. Tracking all sick calls answered by position, per month;
 - iv. Tracking resignations by class via exit interview;
 - v. Tracking contractor-initiated terminations, by class.
12. Perform reviews of all time-specific metrics and deliverables (for example, receiving screenings, initial health assessments, medical services provided, sick call responses) as described in RFP 98180020 and as required by the NCCHC standards and any associated contract to ensure compliance.
13. Monitor all tracking and analysis of emergency medical transfers to evaluate clinical necessity.
14. Monitor all tracking of time from specialty referral made until patient is seen by a specialist.
15. Monitor tracking and analysis of the number of inmates hospitalized (by diagnosis).
16. Monitor tracking and analysis of the number of days inmates are hospitalized, including, but not limited to, average length of stay.
17. Monitor contractor's daily checks on health status of hospitalized inmates.
18. Provide an additional review of medication administration records (MARs), to include patient refusals.
19. Conduct a sampling of health records as per NCCHC standards.
20. Review the Medical Service Provider's proposed cost containment procedures and management information system to determine whether it is capable of providing statistical data necessary for the self-evaluation and monitoring of health and mental health services. Oversee the Medical Service Provider's established measurable patient care and fiscal outcomes based on NCCHC standards.
21. Work closely with the Medical Service Provider's staff to provide reports and documentation on an established basis including, but not limited to, the following:
 - a. Health record audit documentation for all disciplines;



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- b. Monthly statistics by discipline and category, including unsuccessful completions and wait times;
 - c. Staffing vacancies by position, hours, and FTE, reported weekly;
 - d. Staffing disciplinary matters that directly impact patient care, reported weekly;
 - e. Work hours on-site and coverage gaps;
 - f. Recruitment efforts and list of eligible candidates;
 - g. Monthly grievance log;
 - h. Medication errors and pharmacy reports;
 - i. Inpatient hospital and emergency reports;
 - j. Utilization management reports;
 - k. Suicide watches and special management placements;
 - l. Intake receiving/screening timeline report.
22. Receive and analyze the following Contract Management Reports from the Medical Services Provider:
- a. Monthly utilization and administrative reports;
 - b. Monthly time reports;
 - c. Monthly off-facility transfer reports;
 - d. Monthly physician and advanced practitioner matrix reports;
 - e. Monthly nursing matrix reports;
 - f. Monthly position control and vacancy reports;
 - g. Monthly statistical reports;
 - h. Monthly fiscal reports, including pharmacy, of amount budgeted vs. actual;
 - i. Annual reports.
23. Provide oversight and reporting regarding the Medical Services Provider's compliance with contract terms as well as with the requirements of RFP 98180020: Correctional Medical Services. Provide regular performance assessments on Medical Services Provider's performance based on compliance with the above, and document performance over the life of the contract.
24. Provide consultation and other services as specifically requested and authorized by the Superintendent of the House of Correction or Milwaukee County Sheriff.

2.5 RFP ADMINISTRATOR

The RFP Administrator for this RFP is:

Erin Schaffer
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., Suite 901
Milwaukee, WI 53203

Phone: 414-278-4129
Email: Erin.Schaffer@milwaukeecountywi.gov



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No one may contact any person at Milwaukee County, or working with Milwaukee County, regarding this RFP, except the RFP Administrator, without the RFP Administrator's written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.

2.6 PRE-PROPOSAL CONFERENCE

It is the Respondent's responsibility to read and understand all information in this Request for Proposal prior to submitting a Proposal to determine all requirements associated with the Statement of Work and any Contract. Failure to fully read and understand the requirements in this RFP will in no way relieve the successful Respondent from the necessity of providing, without additional costs to the County, all necessary services that may be required to carry out the intent of the resulting Contract.

An optional Pre-Proposal Conference will be held at the date, time, and location as provided on the [Information Summary Sheet](#).

During the Pre-Proposal Conference, attendees may request clarification of any section of the RFP, and may ask any other relevant questions relating to the RFP.

Respondents are encouraged to submit written questions by posting questions on the RFP's Project Board on the Bonfire website for possible response at the Pre-Proposal Conference. Submission of questions prior to the Conference enables Milwaukee County to formulate its oral responses. No oral or written responses will be given prior to the optional Pre-Proposal Conference. The address of the Bonfire website is specified in the [Information Summary Sheet](#).

Any responses provided to questions during the Pre-Proposal Conference will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline and posted via the RFP's Project Board on the Bonfire website will be considered official and binding on Milwaukee County. The Receipt of Questions deadline and web address of the Bonfire website are provided on the [Information Summary Sheet](#).

Remarks and explanations at the Conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

2.7 QUESTIONS AND COMMUNICATION WITH COUNTY

Respondents may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, number, page, section, and paragraph, and shall be submitted via the RFP's Project Board on the Bonfire website (Click Messages > Opportunity Q&A). The address of the Bonfire website is specified in the [Information Summary Sheet](#).

Questions submitted by any other method will not be considered. The RFP Administrator is the sole point of contact during this process, and no information provided by any other County



official, employee, or representative will be considered binding. Questions submitted to any individual other than the RFP Administrator are considered “contact” as defined in [Section 2.4: RFP Administrator](#), above, and may be grounds for disqualification from consideration under this RFP.

Communication initiated by a Respondent to any County official, employee, or representative evaluating or considering the Proposal prior to the time of any award is prohibited, unless made at the explicit direction of the RFP Administrator, and any such unauthorized communication may constitute grounds for rejection or elimination of a Respondent’s submission from further consideration, at the sole discretion of the County.

All questions must be submitted by the specified deadline as identified on the [Information Summary Sheet](#). Milwaukee County will not respond to any questions received after the deadline. Responses to all questions and inquiries received by the County will be posted on the RFP’s Project Board on the Bonfire website. It is the responsibility of Respondents to check this website for any and all information such as questions and answers, addenda, or related documents posted during the RFP process.

It is the intent of the County that all questions will be answered by **October 17, 2018**. Answers will be posted in the Q&A section of the Bonfire Portal. The address of the Bonfire website is specified in the [Information Summary Sheet](#).

All Respondents should use this written document, its attachments, and any amendments as the sole basis for responding.

2.8 RESPONDENT NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGMENT

Should a Respondent discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email or the RFP’s Project Board on the Bonfire website, prior to the submission of the Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

Milwaukee County reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract as a result of this RFP, if it is in the best interests of the County to do so. The decision of Milwaukee County regarding alteration, amendment, or modification of the RFP will be final.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP’s Project Board on the Bonfire website. It is the responsibility of Respondents to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by the Respondent’s submission of Attachment J: Sworn Statement of Respondent form.

If the Respondent fails to monitor the RFP’s Project Board on the Bonfire website for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted. **Respondents are encouraged to check Bonfire daily.**



The provisions of this RFP and the written Proposal submitted by the successful Respondent will become contractual obligations. Failure or refusal of the successful Respondent to accept these obligations in a contractual agreement may result in cancellation of the award.

2.9 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Respondents shall maintain their availability of service and proposed price as set forth in their Proposal for an anticipated service starting date provided in the [Information Summary Sheet](#). Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

2.10 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.

No County employee, officer, or agent shall participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved.

2.11 CODE OF ETHICS

Respondents shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(l):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a Contract or Proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Contract or Proposal during its consideration. Contract or Proposal consideration shall begin when a Contract or Proposal is submitted directly to a county department or to an agency funded or regulated by a County department until the Contract or Proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(l) shall be included in all Requests for Proposal and bid documents.”

2.12 ERRORS, OMISSIONS, MINOR IRREGULARITIES, AND RETAINED RIGHTS

All information in this RFP, including information in any addenda, has been developed from the best available sources. Milwaukee County makes no representation, warranty or guarantee as to



the accuracy of such information. Should Respondent discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of their Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

Milwaukee County reserves the right to:

- Waive minor irregularities in the RFP or Proposal submissions. Minor irregularities are defined as irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents;
- Waive any requirements that are not material;
- Make an award under the RFP in whole or in part, and change any scheduled dates;
- Make changes to and/or withdraw this RFP at any time.

2.13 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION, AND WITHDRAWAL

Proposals are submitted with the understanding that they are subject to negotiation at the option of Milwaukee County. The County reserves the right to make an award on the basis of the original Proposal, without negotiation, to any Respondent. **Failure to meet any Technical Requirements or any terms and conditions can result in the rejection of a Respondent's Proposal.** In the event that none of the Proposals meet one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the Proposal that most closely meets the requirements specified in this RFP.

Milwaukee County reserves the right to negotiate with the Respondent(s) within the scope of the RFP in order to serve the best interests of the County. The County may request and require clarification at any time during the procurement process, and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of submitted Proposals, and/or to determine a Respondent's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews, the County's investigation of a Respondent's qualifications, experience, ability, or financial standing, and any material or information submitted by the Respondent in response to the County's request as clarifying information in the course of evaluation and/or selection under this RFP.

Following written acceptance by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final Contract documents. The written Contract shall bind the Respondent to furnish and deliver all services as specified herein in accordance with conditions of said accepted Proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all Proposals submitted, or to cancel this RFP in whole or in part, if such cancellation is in the best interest of Milwaukee County. Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may



not be modified or withdrawn without the consent of Milwaukee County. The Qualifications Receipt Deadline is provided in the [Information Summary Sheet](#).

2.14 CONTRACT TERMS & FUNDING

Milwaukee County contemplates award of a Contract resulting from this RFP which reflects payment of a fee for services on an annual basis. Any Contract shall be between the County of Milwaukee, known as the “County,” and the successful Respondent, known as the “Contractor.” Any final contract structure resulting from this RFP may be subject to negotiation and the required statutory approvals by Milwaukee County.

Responses to this RFP should be based upon a Contract with an initial term of one (1) year with four (4) optional one-year renewals.

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this Contract due to lack of appropriation of funds shall be without any penalty.

All Respondents are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All Respondents are notified that the Contract is contingent upon compliance with Federal, State, and local laws, ordinances, rules, and regulations.

2.15 CONTRACT TERMINATION

If the Contractor fails to fulfill its obligations under the Contract resulting from this RFP in a timely or proper manner, or violates any of its provisions, the County shall have the right to terminate the Contract by providing the Contractor thirty (30) days’ written notice of termination, specifying the alleged violations and the effective date of the termination. Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the alleged defect(s) under the Contract. In such cases, the County shall include time period in which cure is permitted and other appropriate conditions of the required cure in the notice of termination provided to Contractor.

Milwaukee County further reserves the right to terminate the Contract for convenience at any time or for any reason, without prejudice to any other right or remedy, if such termination is in the Government’s interests. Upon termination for convenience by the County, the County shall provide the Contractor written notice of intent to terminate thirty (30) days prior to the effective date of termination. Upon receipt of written notice from the County of termination for convenience, the Contractor shall cease all operations as directed by the County and take any actions necessary, or that the County may direct, for the protection and preservation of any ongoing work or County business operations. If the Contract is terminated for the County’s convenience, the County shall only be liable under the payment provisions of the Contract for services rendered prior to the effective date of Contract termination.



In the event the Contractor terminates the Contract for any reason, the Contractor must deliver to the County written notice of intent to terminate not less than ninety (90) days prior to the effective date of termination, and shall assist and provide for an orderly transition of services at the County's request.

2.16 PAYMENT REQUIREMENTS

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds and the termination of this Contract due to lack of appropriation of funds shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

2.17 TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION

While this procurement opportunity does not have a specific participation goal established by Community Business Development Partners, all Respondents to this solicitation are hereby directed to use active and aggressive efforts to assist the County in encouraging participation of Targeted Business Enterprise (TBE) firms on County procurements.

The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov.

Milwaukee County General Ordinance, Chapter 42, governs TBE utilization within the County. Chapter 42 can be found at:

https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances?nodeId=MICOCOG_EORVOI_CH42TABUENPACOCO

The Milwaukee County Diversity Management and Compliance System may be accessed at: <https://mke.diversitycompliance.com/Default.asp>

The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

Additional information regarding State of Wisconsin Supplier Diversity Programs can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

2.18 EEOC COMPLIANCE

All Respondents shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment G).



2.19 INSURANCE AND INDEMNITY REQUIREMENTS

All Respondents must agree to the terms set forth on the Insurance and Indemnity Acknowledgment Form (Attachment I). This form outlines required insurance requirements for Contractor related to this acquisition and Respondent's ability and commitment to provide proof of insurance and indemnity as requested.

2.20 PERMITS AND LICENSES

Respondent and associated employees performing services under this RFP, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses and permits required to provide services.

Any reprimand, disciplinary action or investigation taken against Contractor or its employees by any agency issuing permits and licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

2.21 FEDERAL, STATE, AND LOCAL REGULATIONS

The successful Respondent shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to, the regulations listed in this RFP. The Contractor will be required to enter into and maintain a Contract with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

2.22 SECURITY AND BACKGROUND CHECKS

Background checks are mandatory for all any employee of the Contractor who will require administrative access to the County's Information System (for example, accessing servers, systems, or information architecture not available to County end-users). Background checks must be performed at Contractor's cost. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony or fraud convictions. Additional requirements may exist for employees who require access to systems containing PCI, PHI, or CJIS data.

Security background checks shall be conducted for all employees prior to starting work. Any employees of the Contractor who require access to secured areas of Milwaukee County facilities, including the MCJ and HOC, must undergo security background checks at the request of the Office of the Sheriff and/or House of Correction. Employees who do not pass facility-based security background checks will not be permitted to perform work on-site in secured facilities.



2.23 RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes that proper maintenance and superior service requires that the Contractor hires well-trained and dedicated staff to provide the services under this RFP. The Contractor must ensure availability of a qualified staff, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

A responsible Contractor is a person or firm which has the capacity, in all respects, to fully perform the Contract requirements, and which has the integrity and reliability which will assume good faith performance of those requirements.

2.24 REASSIGNMENT, DISCIPLINE, OR DISCHARGE OF CONTRACTOR EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees of the Contractor, as the County may deem necessary. Reasons for this request may include, but are not limited to: incompetence, carelessness, and/or disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal of the employee from Contractor's service, but represents a request for the individual to be removed from providing services under the County's Contract.

Any employee of the Contractor whose employment or performance is objectionable to the County shall be immediately removed from the Contract. A request by the County to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.



2.25 AUTHORIZATION TO SUBCONTRACT

The Contractor is permitted to utilize subcontractors to provide services under this RFP, **provided the subcontractor is not contracting directly with Milwaukee County. Any Proposal submitting a subcontractor for use with a separate contract with Milwaukee County will be considered non-responsive.**

If subcontractors are used, the Contractor will be responsible for Contract performance as “prime contractor.” The Contractor is responsible for ensuring any subcontractors abide by all terms and conditions of the Contract and any requirements of this RFP. If subcontractors will be used, the Respondent must clearly explain their participation in the Proposal response documents, inclusive of TBE participation.

2.26 COMPLIANCE WITH REGULATIONS AND LAWS

The Contractor shall comply with all Federal, State, and local laws, regulations, and policies governing the provision of the services, and shall procure and keep in effect all necessary licenses, permits, and certifications as are required by law. The Contractor shall comply with all applicable Federal, State, and local laws, regulations and policies pertaining to wages and hours of employment.

3 PREPARING AND SUBMITTING PROPOSALS

3.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County is utilizing Competitive Negotiation, or the Request for Proposal (“RFP”) process to select a Contractor to provide services. This process bases the Contract award on the County’s evaluation of experience, ability, resources, and other pertinent factors of the Respondent in conjunction with proposed fees and costs.

3.2 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by any Respondents in preparing and submitting a Proposal, nor for any cost associated with meetings and evaluations of Proposals prior to execution of the Contract. This includes any legal fees for work performed or representation by Respondent’s legal counsel, or any costs pertaining to an appeal or administrative review process, during any and all phases of the RFP process and prior to County Board and County Executive approval of a Contract award.



3.3 SUBMITTING PROPOSALS

Please follow these instructions to submit via the County’s Bonfire Public Portal.

3.3.1 Proposal Materials

Prepare your Proposal materials. Be sure to include all requested information listed in the chart below.

Requested Documents

Name	Type	# Files	Requirement
Attachment A- Vendor Information Sheet	File Type: PDF (.pdf)	1	Required
Attachment B – Technical Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Technical Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required
Technical Proposal Questionnaire Responses	Bonfire Questionnaire	N/A	Required
Attachment C –Cost Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Attachment D – Cost Sheet	File Type: PDF (.pdf)	1	Required



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Name	Type	# Files	Requirement
Attachment E - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required
E-1 - RFP with Redacted Information - REQUIRED to be Submitted if Information Identified in Attachment E	File Type: PDF (.pdf)	1	Optional
Attachment F - Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Attachment G - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required
Attachment H - Certification Regarding Debarment or Suspension	File Type: PDF (.pdf)	1	Required
Attachment I: Insurance and Indemnity Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Attachment J - Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required



Name	Type	# Files	Requirement
Additional Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Optional

Please note the type and number of files allowed. The maximum upload file size is 100 MB. Please do not embed any documents within your uploaded files, as they will not be accessible and will not be evaluated.

3.3.2 Submitting Proposal Materials

Please submit your Proposal materials at:

<https://countymilwaukee.bonfirehub.com/opportunities/9794>

The Q&A period for this opportunity is **September 21, 2018 5:00 PM CST to October 12, 2018 5:00 PM CST**. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **October 26, 2018 at 3:00 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

3.3.3 Important Notes

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

3.3.4 Need Help?

Milwaukee County uses a Bonfire portal for accepting and evaluating Proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to



your submission. You can also visit their help forum at
<https://bonfirehub.zendesk.com/hc>

4 PROPOSAL AND AWARD PROCESS

4.1 PRELIMINARY EVALUATION

All Proposals will first be reviewed by the RFP Administrator and/or her representative to determine if: all technical requirements have been met; if the submission(s) contain the required forms, properly completed; and if submittal requirements are met. Failure to submit specified forms, follow submittal requirements, meet technical requirements, and/or meet any terms and conditions may result in the rejection of a submission of Proposal.

In the event that none of the Proposals submitted meet one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the Proposal submission that most closely meets the requirements specified in this RFP.

Proposals that do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by Milwaukee County. Milwaukee County may request reports on an applicant's financial stability, which may be substantiated by at least three years of practice as a firm or business, and if financial stability is not substantiated, Milwaukee County may reject an applicant's Proposal.

Milwaukee County reserves the right to accept or reject any or all Proposals, or accept or reject any part of a Proposal submission, if it is deemed to be in the best interests of the County. Milwaukee County shall be the sole judge regarding compliance with the instructions contained in this RFP.

4.2 PROPOSAL SCORING

Accepted Proposals will be evaluated by the House of Corrections and Office of the Sheriff. An Evaluation Committee composed of County staff will verify that Proposal submissions meet all specified requirements. Verification may include requesting reports on a Respondent's financial stability, conducting demonstrations of a Respondent's proposed products and services, and reviewing results of past awards to the Respondent by Milwaukee County or other purchasers.

Proposals will be reviewed by an Evaluation Committee and scored against the criteria outlined in [Section 4.4: Evaluation Criteria](#). A Respondent may not contact any member of an Evaluation Committee by any means, except at the RFP Administrator's direction. Reference the [Section 2.7: Questions](#) for additional information. The Evaluation Committee may review and contact references, obtain other third party reports, and use the results in scoring the Proposals. However, the County reserves the right to make a final decision based solely upon evaluation of the written Proposals, should it find such an award to be in the best interests of the County.



The Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any submission by a Respondent does or does not conform with the conditions and specifications of this RFP is the responsibility of the RFP Administrator.

The Evaluation Committee has the right to rely on any narrative, supporting materials, or clarifications provided by the Respondent when assigning evaluation points. The Evaluation Committee may conduct face-to-face interviews with Respondents or ask for oral presentations to supplement written Proposals, if they will assist in the evaluation procedure. The determination for need of oral presentation may be made after the initial review and ranking of Proposals based on the criteria outlined in this RFP. However, the County is not required to interview Respondents, and reserves the right to make a final selection based solely upon evaluation of the written Proposals, should it find such an award to be in the County's best interest.

The Respondent is responsible for any submission inaccuracies, including errors in the Respondent's Proposal and any best and final offer (if applicable). The County reserves the right to reject Proposals that contain errors, or, at its sole discretion, waive disqualifying errors or gain clarification from a Respondent, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Respondents to request additional information for purposes of clarification of RFP responses.

4.3 CONTRACT AWARD

Following final evaluation, the Evaluation Committee will advise Milwaukee County's Sheriff, Superintendent of the House of Correction, and Procurement Director regarding the Proposal selected by the Committee. The award of the Contract, if made, shall be with an organization whose Proposal provides the best value to the County. The County reserves the right to reject any and all Proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to Contract award, up to and through final action of the County Board of Supervisors and the County Executive.

4.4 EVALUATION CRITERIA

4.4.1 Criteria Overview

The Evaluation Committee will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. Items with a P/F indicate that the criterion will be scored on a pass-fail basis only.



RFP EVALUATION CRITERIA

Proposal Area	Criteria Scored	Weight
Past and Present Performance	Experience of the vendor. Details demonstrating past and present experience providing medical and fiscal contract monitoring to a Correctional Facility with a similar ADP (2300). Experience working with a facility under a Consent Decree.	15%
Medical Management	Vendor’s proposal, through the Scope of Work, for providing medical/clinical oversight of the contract, including a plan to improve patient care and ensure contract compliance.	15%
Fiscal Management	Vendor’s proposal, through the Scope of Work, for providing fiscal oversight of the contract, including a plan to manage assessment of penalties and ensure contract compliance.	15%
Consultation	Details of resources both accessible to and provided by the vendor to Milwaukee County (HOC and MCJ).	15%
Personnel	Qualifications of named physician(s) to provide medical oversight of the contract. Credentials in addition to state license. Qualifications of named non-clinical contract monitors, and credentials (e.g., CPA).	15%
Cost Proposal	Cost of services for a 1-year contract with four optional 1-year renewals.	25%
TOTAL SCORE		___/100

4.4.2 Exceptions

Respondents must review the RFP in its entirety and indicate any exceptions taken to requirements defined in the RFP. If exceptions are taken, Respondents must cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and approval. Any and all exceptions must be stated in the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-responsibility of the Respondent, and removal from consideration for this opportunity.



4.5 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all Proposals. Additionally, the County reserves the right to negotiate the terms and conditions of the Contract with the selected Respondent, at its option. This RFP does not commit the County to award a contract or contracts.

4.6 INTENT TO AWARD

Following evaluation and scoring of all Proposals and prior to the issuance of an Intent to Award, the Evaluation Committee will submit a report with the results of the evaluation to the Milwaukee County Office of the Sheriff and Milwaukee County House of Correction. Based on this report, the Office of the Sheriff and House of Correction will issue an Intent to Award and all Respondents will be notified. Milwaukee County reserves the right to negotiate Contract terms and conditions following Intent to Award, as stated in [Section 4.5](#), above.

A “Notification of Intent to Award” a contract does not constitute an actual award of a contract, nor does it confer to the awarded Respondent any contractual rights or rights to enter into a contract with the County.

In the event that negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with the other responsive, responsible, high-scoring Respondents. Milwaukee County may, at its sole option, open negotiations with the three highest-ranking Respondents after the RFP closing date and prior to award. The County reserves the right to delete or add services until the final contract signing.

Prior to execution of a final Contract and if required, the Milwaukee County Office of the Sheriff and Milwaukee County House of Correction shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors. If final approval by the County Board of Supervisors and County Executive is required, the Contract will only be fully executed following receipt of such approval.

4.7 INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the Proposal itself. Proprietary information submitted in any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions are typically not accepted. However, when accepted, it is the Respondent’s responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for 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 Milwaukee County.



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Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information, and which Respondent believes 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 record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment E – Proprietary Information Disclosure). If the Respondent so designates any such information as confidential, it must upload a version of its Proposal with all such identified information redacted (submitted as item E]-1). Confidential information must be labeled as such. Costs (pricing) always become public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the Proposal submitted. Milwaukee County has the sole right to determine whether designations made by a Respondent qualify as trade secrets under the Wisconsin public records law.

Provisions of MCGO Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the procurement director or his or her designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request. Prospective vendors may place restrictions on the disclosure and use of data in Proposals. The procurement director or his or her designee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposals that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the Respondent.

4.8 AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three (3) years following the date of last invoice. Any subcontractors or other parties performing work under the Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on the Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.



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Any bidder, Respondent, Contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractor or other parties performing work on the Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractor or other parties understand and will comply with the terms and responsibilities.

4.9 PROTEST AND APPEAL PROCESS

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapters 32, 56, and 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

Only unsuccessful Respondent(s) are permitted to file an appeal. On demand by such appellant(s), the County may provide the summary score(s) of the Evaluation Committee, but in no case will the names of the committee members be revealed.

“Notice(s) of Intent to Protest” and protest(s) must be made in writing. The protest must be as specific as possible, and should identify deviations from published criteria or the Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules, or other procedures that are alleged to have been violated.

The written “Notice of Intent to Protest” must be filed with:

Patrick Lee, Procurement Director
Milwaukee County Department of Administrative Services, Procurement Division
633 W. Wisconsin Ave, Ste. 901
Milwaukee, WI 53203

Notice(s) of Intent to Protest must be received in the Procurement Director’s office no later than five (5) working days after the “Notice of Intent to Award” is issued. No protest may be filed unless a “Notice of Intent to Protest” is filed per the above timeline. Late filing of a Notice of Intent to Protest will invalidate the protest.

The actual written protest(s) should be filed with Patrick Lee, Procurement Director, Department of Administrative Services, Procurement Division and received in his office no later than five (5) working days from the date of receipt by the Division of a valid Notice of Intent to Protest. Late filing of the protest will invalidate that protest.

The decision of the Procurement Director on any protest is binding. A Respondent may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances. The County may proceed to contract with a Respondent selected even if an appeal is still pending, if such action is in the best interest of the County.



4.10 TIME PERIOD FOR RETENTION OF UNSUCCESSFUL PROPOSAL SUBMISSIONS AND SCORING

The County will retain all unsuccessful Proposal submissions for a period of seven years after the appeal period has passed. The detailed and summary RFP scoring sheets will be retained per Milwaukee County retention policies.

5 TECHNICAL REQUIREMENTS

5.1 PROPOSAL FORMAT AND REQUIRED CONTENT

Respondents must submit written Proposals, which include the following:

5.1.1 **Executive Summary:**

An executive summary of the Proposal submission, covering the main features and benefits that distinguish it. **Not to exceed three pages.**

5.1.2 **Qualifications:**

A narrative describing which individual or individuals will be assigned to the role of Contract Monitor, and the percent of time each individual will be assigned to fulfilling his/her role(s). If a team of individuals is proposed, indicate which areas of the contract each individual will monitor, and provide their specific qualifications for the area assigned. **Not to exceed three pages.**

A resume for each individual to be assigned should be included as attachments to the proposal.

This section should treat requests 3 and 4 of Section 2.4: Technical Requirements & Scope.

5.1.3 **Proposal Information & Scope of Work:**

A narrative describing how Respondent intends to provide services, along with Respondent's proposed Scope of Work. This Section should specifically demonstrate how Respondent will meet each requirement in Section 2.4: Technical Requirements & Scope. In its answer, Respondent should clearly identify the request (for example, Request 9, "review studies, methodologies, and annual audit plans") and explain how the Respondent will meet the request.

This section must clearly identify any area of the services requested by Milwaukee County that the Respondent cannot provide.

In addition, the following questions should be answered in the Questionnaire Tab of Bonfire:

1. What types of facilities have you/your organization provided contract monitoring for?
 - a. How many correctional facilities have you served?



2. How many medical contracts have you monitored in the last 3 years?
3. What other contract control and compliance work do you/your organization perform?
4. How many years' experience does your proposed medical/clinical contract monitor have performing monitoring for medical contracts? For correctional facilities' medical contracts?
5. How many years' experience does your proposed fiscal contract monitor have performing monitoring for medical contracts? For correctional facilities' medical contracts?
6. Provide three (3) successful instances of contract monitoring for a medical contract, including one example in which you improved patient care, one example in which you provided cost savings, and one example in which you protected a client's interests by identifying contract non-compliance.

5.1.4 **Contract Issues:**

Respondents must be willing to enter into an agreement with County, and must comply with all terms and conditions required by state or local law, regulation, or ordinance.

Read all County agreement terms and conditions as identified in Attachment L: Sample Contract. If you agree to all terms and conditions, including the Milwaukee County Code of Ethics, insurance requirements, compliance with laws, and other terms, please answer this question by stating "our organization agrees to all terms and conditions as stated." If you are requesting any exceptions to any terms and conditions contained in the Sample Contract, identify each term or condition you are requesting an exception to, and indicate your proposed language.

Sample contracts represent a general template only, and are not the final form of the contract between the County and Contractor.

5.1.5 **Additional Documentation.**

Respondents must submit all additional documentation requested in [Section 3.3.1: Proposal Materials](#) in the form required.

5.2 INSPECTIONS, AUDITS, AND REPORTING

Inspections, audits, and reporting will be required under this RFP as follows:

The Contractor will be responsible for communicating directly with the County on reports, complaints, requests, and modifications to services, as needed.

Contractor will abide by all terms and conditions regarding inspections, audits, and reporting contained in the sample agreements. In particular, the Respondent should review and ensure it is able to comply with the following sections:



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- Compliance with Laws – Nondiscrimination, Affirmative Action and DBE Goals;
- Inspection by County;
- Right to Audit.

Additionally, the Contractor will make available upon the County’s request proof of insurance and other such reports or documents as may be needed.

Provide a statement certifying that you have read and agree to abide by the above. In addition, please provide a written narrative indicating how you intend to comply.

5.3 REFERENCES

Provide three references where you have provided within the last three (3) years services of a similar nature and scope. This may include contracts that were canceled, terminated or not extended. Please describe services or solutions provided, number of staff assigned to the client, number of locations served for the client, and any additional information necessary to understanding the scope of work provided for the client. Include name and telephone number of contact person(s), which can be used as references for services provided and solutions purchased. Selected reference organizations may be contacted and/or visited.

5.4 NO EXCEPTIONS TO RFP

Respondent is advised that exceptions to any terms and conditions contained in this RFP or the Contract must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Respondent takes exception to any language to this RFP package.

6 COST PROPOSAL

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your Proposal at risk.

6.1 PRICING MODEL

Respondents must submit an annual pricing model for the proposed services for a one (1) year contract with up to four (4) optional one (1) year renewals. Pricing must be comprehensive for the proposed services, and must include implementation and development of a Statement of Work, ongoing costs, and termination costs, if any. In the pricing model, the following should be considered:

- Variation in expenses year-over-year. If annual increases are proposed for inflation or other reasons, they should be identified and a justification provided.



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- Costs for each category of monitoring (clinical, fiscal, etc) proposed in the Statement of Work should be identified individually as line-items.
- Costs for expansion of services should be identified, and hourly rates for special requests should be provided.
- Costs not identified in the Cost Proposal will not be entertained during contract negotiations.
- Any County staff involvement must be clearly identified in the vendor's Proposal so the County's internal costs can be identified.

6.2 COST PROPOSAL NARRATIVE

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's proposed Statement of Work and written Proposal. For example, evaluators will expect detailed explanation of Services to correspond to Service items if described in the Proposal. Please compose and return this document in a Microsoft Word format.

6.3 COST ASSUMPTIONS, CONDITIONS AND CONSTRAINTS

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented in the Cost Proposal. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Proposal or proposed Scope of Work that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented in the Cost Proposal. Assumptions, conditions or constraints that conflict with the County's requirements are not acceptable. Please compose and return this document in a Microsoft Word format.

7 APPENDIX

This Section includes the following Attachments:

- Attachment A: Vendor Information Sheet
- Attachment B: Technical Proposal Cover Sheet
- Attachment C: Cost Proposal Cover Sheet
- Attachment D: Cost Sheet
- Attachment E: Proprietary Information Disclosure Form
- Attachment F: Conflict of Interest Stipulation
- Attachment G: EEOC Compliance Form
- Attachment H: Certification Regarding Debarment or Suspension
- Attachment I: Insurance and Indemnity Acknowledgement Form
- Attachment J: Sworn Statement of Respondent
- Attachment K: Copy of Christensen Consent Decree



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- Attachment L: Sample Contract
- Attachment M: 2018 Audit Report