REQUEST FOR PROPOSAL

for

Health Care Center Campus Financial Analysis

SAUK COUNTY, WI HEALTH CARE CENTER

Monday April 1, 2019

- I. Sauk County is soliciting competitive proposals to provide analysis and evaluation of current and possible future services to be provided at the Sauk County Health Care Center Campus located in the city of Reedsburg at 1051 Clark Street, Reedsburg, Wisconsin 53959. Interested firms are invited to submit proposals for consideration.
- II. Point of contact: Jennifer Vosen Administrator Sauk County Health Care Center 1051 Clark Street Reedsburg, Wisconsin 53959 608 524-7501 jennifer.vosen@saukcountywi.gov
- III. Proposal Due Date: One (1) original and six (6) sealed copies of the proposal must be received in a sealed envelope and date stamped by no later than 4:30 pm., Central Daylight Savings Time, May 01, 2019. Faxes are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Openings of RFP's will be Monday May 6th, 2019, in the Board Room at the Sauk County Health Care Center, 1051 Clark Street, Reedsburg, WI 53959 at 2pm.

IV. ALL PROPOSALS MUST BE ADDRESSED TO:

Sauk County Clerk Sauk County West Square Building 505 Broadway, Rm 144 Baraboo, Wisconsin 53913

The words **"Health Care Center Campus Operational Analysis"** must be marked on the opaque, sealed envelope.

PART ONE INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for competitive, sealed proposal from qualified firms to serve as consultant(s) for information gathering, analysis and evaluation of the services offered in Sauk County for residents who need specialized care, including long-term care services. Firm is to provide professional guidance on best options to pursue for care provision at the current campus location.

2.0 ORGANIZATION

- 2.1 This document, referred to as Request for Proposal (RFP), has been divided into the following parts for the convenience of the vendor:
 - 2.1.1 Part One Introduction and General Information
 - 2.1.2 Part Two Specifications
 - 2.1.3Part Three
Conditions-General Requirements-Standard Terms and
Proposal Submission Information2.1.4Part Four-Proposal Submission Information
 - 2.1.5 Part Five Cost Proposal Signature Page

3.0 DEFINITIONS

3.1 For the purpose of this RFP the vendor will be referred to as "Vendor" and Sauk County will be referred to as "County".

4.0 BACKGROUND INFORMATION

4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Sauk County encompasses 840 square miles including 22 towns, 14 villages, and 3 cities. The County has an estimated population of 63,981. County operations include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions.

PART TWO SPECIFICATIONS

1.0 SPECIFICATIONS AND SERVICES TO BE PROVIDED:

1.1 Scope of work to be performed.

As Sauk County government explores options for the future of its county-operated nursing home, the County is seeking proposals from interested parties that would analyze the financial operations of the current county owned nursing home and make recommendations for possible cost-saving measures while still maintaining the high level of quality service that the Health Care Center currently operates. Sauk County also recently conducted a needs assessment to help determine the direction for the campus expansion at the Health Care Center site and is requesting a financial analysis of two possible options for addition to the campus. The first option is a 30-36 mixed use, frail elderly CBRF. The second option is a 40-44 memory care specific CBRF. Of that need identified Sauk County is requesting options be presented that would be most cost effective and help reduce the tax levy burden for the facility. **Sauk County is requesting that firms interested in bidding provide pricing for analysis of one to all three options as Sauk County may choose to analyze anywhere from all three options to only one.**

- 1.1.1 Analysis/ Assessment: The comprehensive analysis and operational assessment shall include a review of general operations, an analysis of all billing services, an evaluation of reimbursement structure, and recommendations for revenue enhancements and cost reductions based on current utilization. The outcome should be a roadmap to address future expansion options as well by indicating potential revenue generation from future campus expansion options that will help reduce the tax levy need by the current skilled nursing facility.
- 1.1.2 It is anticipated that the respective County committees and representative stakeholders will have inputs into the research process. The proposal should address how the firm intends to solicit this input.
- 1.1.3 The firm should be cognizant of operational funding mechanisms and recent and upcoming regulatory changes within the realm of long term senior living.
- 1.1.4 Consideration of changes based on continued partnerships with state funded Managed Care Organizations (MCOs) and resultant affects should be addressed.

- 1.1.5 Consideration of changes based on partnership with state funded options for care provisions (i.e. grant and other funding sources) and their resultant affects should be addressed.
- 1.2 Timeline. This consultancy should begin in July/August of 2019 and be completed no later than October 31st, 2019.
- 1.3 Reports to be issued.
 - 1.3.1 An executive summary highlighting key recommendations
 - 1.3.2 A report detailing financial and operational efficiencies that could impact the tax levy burden the current skilled nursing facility uses from the county
 - 1.3.3 The Firm will be expected to offer advice regarding revenue opportunities for both the current and future campus expansion possibilities
 - 1.3.4 The firm will be expected to present final oral reports regarding recommendations and outcomes to various county committees
 - 1.3.5 An electronic copy of the report in PDF format.
- 1.4 Sauk County may consider proposals with components and timelines not exactly as specified in RFP. If this occurs Sauk County is requesting a specific timeline and breakdown of research components to be completed. Sauk County may consider opting to complete certain components instead of entire RFP research request.

<u>PART THREE</u> <u>GENERAL REQUIREMENTS</u> STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS:

1.1 The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge or equivalency. Consultants are cautioned to avoid proposing alternates to the specifications that may result in rejection of their proposal.

2.0 DEVIATIONS AND EXCEPTIONS:

- 2.1 Deviations and exceptions from the terms, conditions, or specifications shall be described fully, on the Vendor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Vendor shall be held liable.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the interest of Sauk County.
 - 3.1 Proposals MUST be date stamped by the Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Room 144, Baraboo, Wisconsin 53913, 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 Sauk County Clerk.
 - 3.2 Proposals shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "Health Care Center Campus Operational Analysis".
 - 3.3 Sauk County Health Care Center Board of Trustees reserves the right to accept or reject any or all proposals or portions thereof without stated cause, and to award without further interview. Upon selection of the consultant, the Board of Trustees by its proper officials shall attempt to negotiate and reach a final agreement with the consultant. If the Board of Trustees, for any reason, is unable to reach a final agreement with this consultant, the Board of Trustees then reserves the right to reject such consultant and negotiate a final agreement with another consultant who has the next most viable proposal. The Board of Trustees may also elect to reject all proposals and re-issue a new Request for Health Care Research Proposals.

- 3.4 Clarification of Proposals: The Sauk County Health Care Center Board of Trustees reserves the right to obtain clarification of any point in a consultant's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within three (3) business days.
- 3.5 Sauk County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability and most qualified to meet the needs of Sauk County. The Sauk County Health Care Center Board of Trustees reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of Sauk County. Sauk County Health Care Center Board of Trustees reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the consultant.
- 3.6 Sauk County is not liable for any costs incurred by any consultant and/or firm submitting a proposal.

4.0 TAXES:

4.1 Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchase except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.

5.0 ENTIRE AGREEMENT:

5.1 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 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.

6.0 APPLICABLE LAW:

6.1 The Vendor 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 of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. 59.52(29) do not apply to this

solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

7.0 ASSIGNMENT:

7.1 No right or duty in whole or part of the Vendor under this contract may be assigned or delegated without the prior written consent of Sauk County.

8.0 SUBCONTRACTORS:

- 8.1 If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However the Prime Vendor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
 - 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
 - 9.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.
- 10.0 NONDISCRIMINATION: In connection with the performance of work under this contract, the Vendor 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 § 51.01(5), Wis. Stats., sexual orientation 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.
 - 10.1 Failure to comply with the conditions of this clause may results in a Vendor becoming declared an "ineligible" Vendor, termination of the contract, or withholding of payment.

11.0 BACKGROUND CHECKS:

11.1 Any employees of said Vendor must complete the Background Information Disclosure, HFS-64. It will be the responsibility of the Vendor to assure that said disclosure is completed and that the background checks have been performed.

- 11.2 The information obtained from said background checks must indicate that the employee would not pose a risk when working with vulnerable adults.
- 11.3 All copies must be kept on file at facility's personnel office.

12.0 SAFETY REQUIREMENTS:

12.1 All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

13.0 HOLD HARMLESS:

13.1 Vendor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses, and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the Vendor.

14.0 INSURANCE RESPONSIBILITY:

- 14.1 The Vendor performing services for Sauk County shall comply with the insurance requirements contained herein.
 - 14.1.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of agreement/contract indicating that the Vendor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
 - 14.1.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of presented prior to the issuance of the purchase order or before commencement of the contract.

15.0 CANCELLATION:

15.1 Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the Vendor to comply with the terms, conditions, and specifications of this contract.

16.0 AUDIT:

16.1 During the terms of the contract, the Vendor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.

17.0 INDEPENDENT VENDOR STATUS:

- 17.1 None of the officers, employees, or agents of the Vendor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 18.0 PUBLIC RECORDS ACCESS: It is the intention of the county to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
 - 18.1 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.
- 19.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County 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.
 - 19.1 Data contained in a 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 Sauk County.
 - 19.2 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in § 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.

20.0 DISCLOSURE:

20.1 If a public official (§19.42, Wis. Stats.), a member of the public officials immediate family, or any organization in which a 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 the payment of more than three thousand dollars (\$3,000) within a twelve(12) month period, this contract is voidable by the county unless appropriate disclosure is made according to \$19.45(6), Wis. Stats., before signing the contract.

21.0 TERMINATION FOR CONVENIENCE:

21.1 Sauk County reserves the right to terminate this contract for convenience upon sixty (60) days' notice.

22.0 TERMINATION FOR DEFAULT:

22.1 Sauk County reserves the right to terminate the contract for default if, after twenty (20) days written notice to cure default, Vendor fails to satisfactorily cure the default.

PART FOUR PROPOSAL SUBMISSION INFORMATION

1.0 SUBMISSION OF PROPOSALS

- 1.1 Proposals must be signed, sealed, and returned (with all the necessary attachments) to the address on the first page of this request, by the proposal receipt date and time so specified.
 - 1.1.1 In addition to the original proposal, the proposer should include one (1) original and six (6) copies of his/her proposal.
 - 1.1.2 The proposer shall not submit a proposal by fax machine because only sealed proposals are acceptable in response to this RFP.
- 1.2 The proposer must respond to the RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of the proposal from further consideration for award.
- 1.3 To facilitate the evaluation process, the vendor is encouraged to organize his/her proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - 1.3.1 Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - 1.3.2 A letter constituting a signed acknowledgement of the original RFP and all signed attachments should be placed at the beginning of the vendor's proposal.

2.0 CLARIFICATION OF REQUIREMENTS

- 2.1 Proposers are strongly encouraged to read the "General Requirements" carefully prior to the submission of a proposal.
- 2.2 Any and all questions regarding specifications, requirements, competitive procurement processes, etc., must be directed to the contact person as indicated on the first page of this RFP.
- 2.3 Proposers are cautioned not to contact the officers or employees of the County concerning this procurement during the competitive procurement and evaluation processes other than stated contact person.
- 2.4 The proposer is advised that the only official position of Sauk County is that position which is stated in writing and issued by the contact person. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.0 SUBMISSION REQUIREMENTS

- 3.1 A title page, showing the name of the individual/firm submitting this information and proposing to perform the work on this project.
 - 3.1.1 List the name, title, telephone number, and email addresses of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the individual/firm on policy and contractual matters and should be familiar with the programs and procedures of the individual/firm.
- 3.2 Provide an overall description of why your team is most qualified and skilled to complete this plan. Explanation of how your experience would be applied to the requirements of this project.
- 3.3 Provide a comprehensive resume of the individual who will be assigned primary responsibility to serve as project manager on this project. Changes in the person listed here will not be allowed without permission from Sauk County, which shall not be unreasonably denied.
- 3.4 Resumes of other key personnel who will be assigned to this engagement.
- 3.5 A table of contents, including a clear and complete identification of the materials submitted by section and page number, if applicable.
- 3.6 A letter of transmittal including the following:
 - 3.6.1 A brief statement of understanding of the services to be provided.
 - 3.6.2 A commitment to perform the work if awarded the contract.
 - 3.6.3 A statement indicating the period for which the proposal is a firm and irrevocable offer.
 - 3.6.4 A statement detailing how the tasks described in Part Two will be accomplished.
- 3.7 A profile of the individual/firm, detailing the experience of the individual/firm and the experience of the persons who will primarily be responsible for the work.
- 3.8 Lists projects of similar scope and size that demonstrate the individual/firm's competence to perform the work required on this project. Provide the name and telephone number of a contact person from at least three of these previous projects, if available.
- 3.9 A list of additional references. Of particular interest are nonprofit long-term care and/or rehabilitation facilities.
- 3.10 Any additional information not specifically requested that the proposer considers essential to this proposal.

4.0 EVALUATION PROCESS

4.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of

the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the submission requirements.

- 4.2 After an initial screening process, an interview may be conducted with selected individuals/firms, to clarify or verify the vendor's proposal and to develop a comprehensive assessment of the proposal. Only individuals/firms who Sauk County determines to meet its criteria will be invited to the interview.
- 4.3 Sauk County reserves the right to consider historic information, whether gained from the vendor's proposal, question and answer conferences, references, or any other source, in the evaluation process.
- 4.4 The Vendor is cautioned that it is the Vendor's sole responsibility to submit information and that Sauk County is under no obligation to solicit such information if it is not included with the Vendor's proposal. Failure of the Vendor to submit such information may cause an adverse impact on the evaluation of the Vendor's proposal.
- 4.5 Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in a Vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the Vendor in order to determine the reasonableness and acceptability of the proposal.
- 4.6 Submission of a proposal constitutes acceptance by the individual/firm of the conditions in this RFP.
- 4.7 There is no expressed or implied obligation for Sauk County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

5.0 CONTRACT AWARD

- 5.1 Any award of a contract resulting from this RFP will be made only by written authorization from the Sauk County Health Care Center Administrator.
- 6.0 COST
 - 6.1 The Vendor must provide individual/firm cost proposal data for the services required from this contract. (Cost Proposal / Signature Form).
 - 6.2 In the evaluation of the Vendor's proposal, Sauk County reserves the right to consider the value of money and any other economic impact factors as deemed appropriate and in the best interests of Sauk County.

7.0 REPUTATION AND RELIABILITY

- 7.1 Reputation and reliability of the proposer's organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information that documents successful and reliable experience in past performance related to the requirements of this RFP.
- 7.2 The qualifications of the personnel proposed by the Vendor to perform the requirements of this RFP shall be considered in the evaluation. Therefore, the Vendor should submit information related to the experience and qualifications of the staff proposed.

8.0 PROPOSED METHOD OF PERFORMANCE

8.1 The Vendor will be expected to be extremely responsive to the programmatic needs of Sauk County Health Care Center. The Vendor should detail specifically how they intend to carry out the responsibilities of the contract including the Vendor's ability to work with governmental clients.

PART FIVE

COST PROPOSAL / SIGNATURE FORM

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required.

The proposer submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Vendor's price proposals and any other written offers/clarifications made by the Vendor and accepted by the County, will be incorporated into the entire contract between the County and the Vendor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully extended contract to the successful proposer. The contract may only be amended by written agreement by the Vendor and Sauk County.

Any terms or conditions that the vendor wishes to propose in a final contract must be included in the proposal, or they shall not be considered upon final award. Any final contract must be acceptable to the County and is subject to review by the County Corporation Counsel for legal sufficiency and compliance with the terms and conditions of this RFP.

ATTACH YOUR COST PROPOSAL TO THIS FORM AND RETURN THE ORIGINAL AND SIX (6) COPIES IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE REQUEST FOR PROPOSAL.

VENDOR (To be signed by the person authorized to legally bind your firm to this contract)

All proposal conditions and prices submitted shall remain firm for 90 calendar days following opening.

Title:	Date:
(Manual Signature Required)	(Typed or Printed)
BY:	Name:
FEIN:	Web Site:
City, State, Zip	E-mail:
Address	Fax No
Proposer's Firm	Telephone No.

COST PROPOSAL FOR SAUK COUNTY CONSULTING SERVICES REQUEST FOR PROPOSAL

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

		Standard Hourly Hourly	Quoted	
	Hours	Rates	Rates	Total
Partners	\$	\$	\$	
Managers	\$	\$	\$	
Supervisory Staff	\$	\$	\$	
Staff	\$	\$	\$	
Other (specify):	¢	¢	¢	
		\$	\$	
Subtotal				_\$
Out of pocket expenses:				
Meals and Lodging:				_\$
			¢	
Transportation:			_\$	
Other (specify):				_\$

Total compensation proposal for consulting services Attach the Cost Proposal/Signature Form to this document