

State of Wisconsin

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Joint Committee on Finance

MEMORANDUM

To: Members
Joint Committee on Finance

From: Senator Howard Marklein
Representative Mark Born

Date: February 9, 2024

Re: 14-Day Passive Review Approval – DOA

Pursuant to s. 153.87(3)(a), Stats., attached is a 14-day passive review request from the Department of Administration, received on February 9, 2024.

Please review the material and notify **Senator Marklein** or **Representative Born** no later than **Wednesday, February 28, 2024**, if you have any concerns about the request or if you would like the Committee to meet formally to consider it.

Also, please contact us if you need further information.

Attachments

HM:MB:jm



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Paul Hammer, Deputy Secretary

February 8, 2024

FEB 09 2024
J. Finance

The Honorable Howard Marklein, Senate Co-Chair
Joint Committee on Finance
316 East, State Capitol
Madison, WI 53702

The Honorable Mark Born, Assembly Co-Chair
Joint Committee on Finance
308 East, State Capitol
Madison, WI 53702

Dear Senator Marklein and Representative Born,

DOA is required under 2021 Wisconsin Act 181 (s. 153.87(3)(a), Wisconsin Statutes) to submit a Request for Proposal for the data system as outlined by the Act for the Joint Committee on Finance's review. Enclosed in this letter are the draft Request for Proposal and related documents.

At this time, DOA is not requesting supplemental funding for an appropriation to finance this data system as allowed under s. 153.87(3)(a) because DOA believes the cost of the project may exceed the maximum supplement of \$1.5 million allowed in statute. As such, DOA respectfully requests that the Committee consider approval of the Request for Proposal so DOA may issue it and develop a more accurate estimate on the cost of the system.

Though the data system does not yet exist, in the spirit of 2021 WI Act 181, please find the enclosed summary regarding opioid and methamphetamine use in Wisconsin.

Sincerely,

Kathy Blumenfeld

Kathy Blumenfeld
Secretary

REQUEST FOR PROPOSAL

Opioid and Methamphetamine Data System

RFP # XXXXX

Issued Date:

Responses Due:
at 1:00 PM CT



Opioid Data System RFP

Table of Contents

To be created on final document.

1 GENERAL INFORMATION

This section provides information about what the State of Wisconsin (State) intends to purchase, scope of the project and primary objectives of the solicitation.

1.1 Definitions

For the purposes of this Request for Proposal (RFP) and resulting Contract, words and terms shall be given their ordinary and usual meanings. Where capitalized in this RFP and resulting Contract, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter.

"Agency" an office, department, agency, institution of higher education, association, society, or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.

"Authorized User" State agencies, political subdivisions, and municipalities authorized by state statutes to use state contracts.

"BAFO" Best and Final Offer

"Bid Factor" an element of the RFP that does not appear in the RFP document, but the Proposer must respond to. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a response electronically. If submitting a hard copy response, Bid Factors can be downloaded from the Supporting Documents and must be included with the hard copy response.

"Collect" means receive data sets from the appropriate Wisconsin State Agencies.

"Contract Administrator" the DOA employee responsible for oversight of the implementation, administration, and completion of the Contract.

"Contract" the final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.

"Contractor" the person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.

"DOA" Department of Administration

"Disabled Veteran-Owned Business (DVB)" a business that has been certified by the Department of Administration under §16.283, Wis. Stats.

"Effective Date" the date the Contract has been fully executed by the Contractor and the State.

Opioid Data System RFP

“Expected” a State requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements will reduce a solutions technical score.

“FAQ” Frequently Asked Questions

“Mandatory” a requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the State of Wisconsin. The terms “must,” “shall,” and “will” are considered mandatory.

“May” indicates something that is not mandatory but permissible.

“Minority Owned Business Enterprise (MBE)” a business that has been certified by the Department of Administration under §16.287, Wis. Stats.

“Notice of Intent to Award” a writing issued by DOA notifying all Proposers of the DOA's intent to award a service Contract to the successful Proposer(s).

“Procurement Specialist” the person responsible for managing this procurement process.

“Proposal” the complete response to this RFP submitted on the approved forms, in the required manner and setting forth the Proposer's prices for providing the products and services described in the RFP.

“Proposer” the entity submitting a Proposal in response to this RFP.

“Requirements” a descriptive statement of the physical, functional and performance characteristics of the commodity or service required by the DOA.

“Responsible” a Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.

“Responsive” a proposal that conforms in all material respects to the requirements set forth in the RFP.

“RFP” Request for Proposal

“SME” Subject Matter Experts

“State” State of Wisconsin

“System” The system required in 2021 Wisconsin Act 181.

“Woman-Owned Business Enterprise” a business that has been certified by the Department of Administration under Wis. Stat. § 16.285.

“Wisconsin eSupplier Portal” State of Wisconsin's electronic purchasing information system.

1.2 Introduction and Purpose

The State of Wisconsin, Department of Administration (DOA) is seeking Proposals for an Opioid and Methamphetamine Data System (System) to comply with 2021 Wisconsin Act 181. The DOA intends to use the results of this solicitation to award a Contract to a Proposer for an Opioid and Methamphetamine Data System

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DOA makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured. The DOA reserves the right to cancel this RFP for any reason prior to the issuance of a Notice of Intent to Award.

1.3 Scope of Work

The selected solution must establish and maintain an opioid and methamphetamine data system to collect, format, analyze, and disseminate information on opioid and methamphetamine use. The system must be able to track and report on specific data including but not limited to, hospitalizations, ambulance services, deaths for both opioids and methamphetamines.

1.4 Procuring and Contracting Agency

This RFP is issued by the State Bureau of Procurement in DOA, on behalf of the State of Wisconsin. The person responsible for managing the procurement process is Matt Limoges, Procurement Manager, who is the sole point of contact for the State during the selection process.

1.5 Clarifications and/or Revisions to the Specifications and Requirements

If at any time prior to the Proposal due date a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the Procurement Specialist of the issue in writing.

The Wisconsin eSupplier Portal is the preferred method for submitting questions and/or clarifications.

Email is also accepted for the submission of questions and/or clarifications and shall refer to RFP XXXXX and be directed to Matt Limoges at MatthewJ.Limoges@wisconsin.gov.

Any Proposer questions received shall be documented and posted to the Supporting Documents as an amendment. It is the Proposer's responsibility to check the Wisconsin eSupplier Portal for any questions and answers pertaining to this RFP. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, amendments or addendums shall be posted on the Wisconsin eSupplier Portal.

1.6 State of Wisconsin Point of Contact and Contact with State Employees

From the date of release of this RFP until Contract execution, all contact with State personnel regarding this RFP shall be made through Matt Limoges via email at MatthewJ.Limoges@wisconsin.gov or through the Wisconsin eSupplier Portal.

A prospective Proposer who holds a current contract with DOA may continue to communicate with the DOA's Contract Administrator regarding the performance of that current contract only.

Opioid Data System RFP

No phone calls, emails, or other correspondence to other State staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial and non-binding on the State. Proposers shall rely only on written documents issued by the Procurement Specialist.

1.7 News and Social Media Releases

A Proposer shall not issue news or social media releases or make any statements to the news or social media pertaining to the subject of this RFP or any Proposals or Contracts resulting there from without the prior written approval of the DOA. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the DOA.

1.8 Reasonable Accommodations

DOA shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact Matt Limoges at MatthewJ.Limoges@wisconsin.gov or 608-266-1954.

1.9 Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. In the event that the State finds it necessary to change any of these dates and times, it shall do so by issuing an amendment to this RFP.

DATE	EVENT
	RFP Issued
	Deadline for submitting Proposer written questions
	Tentative date for State responses to Proposer questions
	Proposal due date and time for Proposer responses

1.10 Contract Term and Funding

The Contract period shall be an initial one (1) year from the Effective Date. The Contract is eligible for four (4) possible additional one-year renewals if mutually agreeable to the DOA and the Contractor, unless terminated. To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the DOA reserves the right to negotiate the costs and terms at the time of Contract renewal.

As required by Wisconsin Statutes s. 16.75(3), continuance of a Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

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Upon expiration, cancellation, or termination of the Contract, Contractor may extend and continue operations and all other Contract services for a period up to twelve (12) months after the date of expiration, cancellation, or termination of the Contract. The terms and conditions during the extension period shall remain the same as during the initial term or renewal term unless otherwise agreed to in writing by both parties. The DOA will provide written notice to the Contractor to exercise the extension period, which will include the length of the extension period (e.g., any period between one (1) month and twelve (12) months). Written notice may be provided up to sixty (60) days prior to termination of the current term. During an extension period, Contractor shall provide to the DOA all reasonable cooperation, assistance, and services in order to assist the DOA in the subsequent contract transition activities.

1.11 Wisconsin eSupplier Portal Registration

Only vendors registered on the Wisconsin eSupplier Portal (the State's electronic purchasing information system) shall receive official notices throughout the procurement process for this RFP.

Vendors that register on the Wisconsin eSupplier Portal after the posting of this RFP shall receive official notices of future procurement solicitation opportunities for the State and University of Wisconsin System campuses.

To register on the Wisconsin eSupplier Portal access the following website for instructions https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_GUEST&wimsg=Logo

Proposers may obtain additional State purchasing information at <https://doa.wi.gov/Pages/DoingBusiness/BidsProposals.aspx>

Vendors without internet access may request to receive a hard copy.

1.12 Ownership of Proposals

All Proposals submitted by Proposers pursuant to this RFP shall become the exclusive property of the DOA and may be used for any reasonable purpose by the DOA. Proposals will be subject to Wisconsin Open Records Laws.

2 PREPARING AND SUBMITTING A PROPOSAL

This section explains how the Proposal shall be constructed and on what terms before it can be considered Responsive.

2.1 General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the Requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

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2.2 Incurring Costs

The DOA shall not be responsible for any costs incurred by Proposer to prepare its Proposal, conduct its due diligence or negotiate any agreements whether or not finally awarded. Such Proposal and business development costs shall not be included in the cost basis of services to be provided to the DOA.

2.3 Complete Responses

Proposal responses to each of the requests for information and Requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses shall be concise yet complete. Do not simply restate the Requirement verbatim as the response to a Requirement. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the Requirement or question.

2.4 Submitting the Proposal

Proposers shall respond to this RFP in either the Wisconsin eSupplier Portal or by providing a hard copy response. Fax and emailed Proposals shall not be accepted.

2.4.1 Electronic Proposal Submittal (Strongly Preferred)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that provide online guidance for an electronic response to the RFP. If responding electronically, do not submit a hard copy of any materials unless directed to do so elsewhere in the RFP document.

Proposers must click "Submit" in the Wisconsin eSupplier Portal to have their Proposal received. Only clicking "Save" does not submit the Proposal response; therefore, it shall not be received or reviewed.

Certain Requirements and qualifications shall be presented as itemized questions that require an affirmative response from the Proposer that indicate these can be met (i.e. "yes/no" prompt; drop down menu; required attachment). Other Requirements may be presented in a grouped manner (e.g. "Does your company meet Requirements 2.1-2.8"). For any (itemized or grouped) Requirements that cannot be met, a "no" shall be checked and a supplemental document can be provided as an attachment to explain.

Proposer submitting a response via the Wisconsin eSupplier Portal shall follow the instructions given in the eSupplier Portal system, including any Frequently Asked Questions (FAQs).

Proposers shall allow time for entering a Proposal Response in eSupplier. Keep in mind the following if an error occurs:

- File names must be no longer than 64 characters, including the file extension (e.g., ".docx").
- File names cannot contain any special characters (e.g., commas, percent signs, hash symbol).

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- The maximum file size for any attachment is 80MB.
- The eSupplier system will not allow a file with macros included and enabled.
- Proposers may only upload a single file in response to a Bid Factor. Uploading additional files will overwrite the previous upload. If a Proposer has the need to attach multiple files, the Proposer shall consolidate the documents into a single file. Alternatively, the Proposer may upload one (1) file in response to the Bid Factor and upload the rest of the documents using the Upload File button on the Submit Online Response page.
- In order to officially submit a Proposal response, the Proposer must click the Submit button and receive verification that the Proposer response has been submitted.

2.4.2 Hard Copy Proposal Submittal

Proposers still have the option to mail or otherwise provide a hard copy Proposal when responding to this RFP. If submitting a hard copy (instead of the electronic Proposal option described above), Proposer shall submit an original of its Proposal document of all materials required for acceptance of its Proposal by the deadline shown below.

All materials required for acceptance of the Proposal shall be sent to:

Matthew Limoges, Procurement Manager
Department of Administration
101 E. Wilson Street, 6th Floor
Madison, WI 53703-3405

Proposals shall be received no later than **1:00 p.m. CT on XXXXXXXX**. All Proposals shall be date and time-stamped in by the Wisconsin eSupplier Portal (electronic) or by Bureau of Procurement (hard copy) on or prior to the stated opening date and time. Proposals not so stamped shall be considered late and rejected. Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Bureau of Procurement.

All Proposals shall be packaged, sealed, and show the following information on the outside of the package:

Proposer's Name
Proposer's Address
RFP # XXXXXXX, Opioid Data System
Due: XXXXX by 1:00 PM CT

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2.4.3 Cost Proposal Submission

Electronic Cost Proposals shall be submitted in accordance with the online instruction in the Wisconsin eSupplier Portal.

For hard copy Cost Proposal submissions, Proposers shall submit an original hard copy. PDF documents are not permitted for the Cost Proposal.

The Cost Proposal shall be sealed and submitted as a separate part of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP. The outside of the envelope shall be clearly labeled as follows:

Proposer's Name
Proposer's Address
COST PROPOSAL for XXXXXX, Opioid Data System
DueXXXXXX by 1:00 PM CT

The Cost Proposal is due to the addressee on the same date and time previously mentioned.

Cost Proposals that arrive unpackaged or unsealed shall not be accepted.

2.4.4 Hand Delivered Proposals

All responses shall be received and time-stamped at the above location no later than XXXXXX at 1:00 pm CT. A Bid Box has been placed outside of 101 E. Wilson Street for the hard copy submittal of responses. This box is only opened at 1:00 pm CT on Tuesday, Wednesday, and Thursday.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time. Hard copy responses shall still be allowed in response to the RFP. However, the State has no liability for errors made in inputting any information into the eSupplier Portal submitted as a hard copy response.

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2.5 Proposal Organization and Format

Proposers responding to this RFP outside of the Wisconsin eSupplier Portal shall comply with the following format requirements. The DOA reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading separated by tabs or otherwise clearly marked and labeled. A Proposal shall be typed and submitted on 8.5 by 11-inch paper bound securely. Unless specifically requested, promotional literature is not desired and shall not be considered to meet any of the Requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential noted on required form DOA-3832 shall be treated as such. **Proposer shall not label or identify their entire Proposal as confidential.**

Tab 1 - Cover Page: The Proposal cover page shall include, at a minimum, the RFP name and number, and the Proposer's name.

Tab 2 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 3 - Required Forms and Documents.

1) **Bidder Required Form (DOA-3832)** - complete and signed

2) **Bid Factors (Attachment B)** - excluding Sections 5 and 6

Tab 4 - Response to General Requirements: Provide the information and documentation specified in Section 5 of this RFP.

Tab 5 - Response to Technical Requirements: Provide the information and documentation specified in Section 6 of this RFP.

Tab 6 - Contract Terms and Conditions: The Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681) provided with this RFP represent the Contract terms and conditions which the DOA expects to execute with the successful Proposer. Proposers shall accept all terms and conditions or submit point by point exceptions along with proposed alternative or additional language for each point. The DOA may or may not consider any of the Proposer's suggested revisions. Any changes to any of the Terms and Conditions will occur only if the change is in the best interest of the DOA. The Cost Proposal must assume that no changes to these Terms and Conditions will be accepted.

The Proposer shall not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

Under Separate Cover - Attachment A - Cost Proposal: Provide cost information as directed in Section 2.4.3 and Section 7. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP.

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2.6 Multiple Proposals

Multiple Proposals from a Proposer shall be permissible; however, each Proposal shall conform fully to the Requirements for Proposal submission. Each such Proposal shall be separately submitted and labeled as Proposal #1, Proposal #2, etc., on each page included in the responses.

Proposers must register in the Wisconsin eSupplier Portal with different email addresses to submit multiple Proposals through the Wisconsin eSupplier Portal. Alternate acquisition plans do not constitute multiple Proposals.

2.7 Presentations

Based on an evaluation of the written Proposal may be required to participate in a presentation to support and clarify Proposal(s), if requested by the State. The presentations shall be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the presentation shall be technically qualified to respond to questions related to the Proposal and its components. The State shall furnish specific details concerning the presentations and any required materials at the time it notifies Proposers of the presentation schedule.

The State shall make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as key personnel attend the presentation. Failure to attend the scheduled presentation may result in rejection of its Proposal.

2.8 Withdrawal of Proposals

The Proposal shall be irrevocable until the Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration 180 days after the due date and time if received by the Procurement Specialist. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Procurement Specialist. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

2.9 Late Proposals

Any responses received after the Proposal due date and time specified in Section 1.9 Calendar of Events shall not be reviewed.

3 PROPOSAL SELECTION AND AWARD PROCESS

This section explains how Proposals shall be accepted, evaluated, and how the State shall engage in negotiations if it opts to do so.

3.1 Preliminary Evaluation

All Proposals shall be reviewed initially to determine if Proposal submission requirements are met (see RFP Section 2, Preparing and Submitting a Proposal). Failure to meet a Proposal submission requirement may result in the rejection of the Proposal.

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3.2 Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the State's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serve only as technical advisors to the evaluation committee.

3.3 Accepted Proposals

An evaluation committee shall evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, shall be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products shall meet those requirements.

The evaluation committee may review references and request presentations and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, shall be based on the information submitted in the Proposals, references, and requested presentations.

The State reserves the right to obtain additional information concerning any Proposer or subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

3.4 Evaluation Criteria

Accepted Proposals shall be reviewed by the evaluation committee and scored against the stated criteria. Proposers shall not contact any member of the evaluation committee. Evaluation points given by each evaluator shall be summed and divided by the number of evaluators to compute an average score for each Proposal. Cost Proposal information shall not be available to the evaluation committee during the requirements evaluation phase.

Proposals shall be scored in the following areas.

RFP SECTION AND DESCRIPTION	POINTS AVAILABLE
5 General Requirements	300
6 Technical Requirements	400
7 Cost Proposal	300
TOTAL	1000

The points stated above are the maximum amount awarded for each Section.

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The results of presentations (if required) shall be used to clarify and substantiate information in the written Proposals and may be considered when scoring the responses to the General and Technical requirements in the RFP. Reference checks shall be used to substantiate information in the written Proposals. The reference check results may be considered when scoring the responses to the General and Technical requirements in the RFP.

Cost Proposal

Cost Proposals shall be scored as follows:

The lowest Grand Total Cost on Attachment A Cost Proposal shall receive the maximum number of points available for the Cost score. Other Cost Proposals shall receive prorated scores based on the lowest Cost Proposal.

The formula would be as follows:

$$\frac{\text{Lowest Total Cost Proposal (constant)}}{\text{Proposer's Total Cost Proposal}} \times 300 = \text{Cost score}$$

(Proposal being scored is denominator)

General, Technical, and Cost Score Total

The final average points received from a Proposal's General Requirements and Technical Requirements shall be subtotaled and added to the final Cost Proposal score. In the event of a Best and Final Offer (BAFO), only those Proposers in the BAFO process shall be included in the calculation.

3.5 Supplier Diversity

Proposals from certified Minority Business Enterprises (MBE) or Disabled Veteran-owned Businesses (DVB) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75 (3m), Wis. Stats., 2001-02).

3.5.1 Minority-Owned Business Enterprise

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at:

<http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

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3.5.2 Veteran-Owned Business

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants shall complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us> There is no price preference for certified VBs that compete for State Contracts.

3.5.3 Disabled Veteran-Owned Business

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The Supplier/Contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

3.5.4 Woman-Owned Business Enterprise

Woman-owned business enterprises (WBEs) are certified by the Wisconsin DOA. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking Contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

3.6 Right to Reject Proposals

The DOA reserves the right to reject any and all Proposals.

3.7 Award and Final Offers

The DOA shall compile the final scores for each responsive Proposal. Awards shall be granted in one (1) of two (2) ways. The award may be granted to the highest scoring Responsive and Responsible Proposer.

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Alternatively, the highest scoring Proposer(s) may be requested to submit BAFO. If a BAFO is requested by the DOA and submitted by Proposer(s), they shall be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award then may be granted to the highest scoring Proposer. However, Proposers shall not expect that the DOA shall request a BAFO.

3.8 Contract Negotiation

The DOA intends to enter into Contract negotiations with the Proposer who has been determined by the evaluation committee to be the highest scoring Proposer, calculated as outlined in Section 3.4. The DOA may negotiate the terms of the Contract, including the cost, with the highest scoring Proposer prior to entering into a Contract. If the Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the DOA may negotiate a Contract with the next highest scoring Proposer.

The contractual terms and conditions in the State's Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681) are part of the Contract between a Contractor and the DOA. These terms and conditions are not all-inclusive, and the DOA reserves the right to incorporate additional provisions in the Contract.

3.9 Contract Negotiations Impasse

If a Contract between the DOA and the successful Proposer cannot be executed by both parties within sixty (60) days after the Notice of Intent to Award (or the conclusion of an appeal of the award under Wisconsin Administrative Code 10, whichever is later), the DOA reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

3.10 Notification of Intent to Award

Any Proposer who responds with a Proposal shall be notified in writing of the DOA's Intent to Award the Contract resulting from the RFP.

3.11 Protest and Appeals Process

3.11.1 Notices of Intent to Protest and Protests

Notices of intent to protest and protests shall be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes and Wisconsin Administrative Code provisions alleged to have been violated.

The written notice of intent to protest both the solicitation and the intended contract award shall be filed with:

Cheryl Edgington, Bureau Director
Department of Administration
State Bureau of Procurement
101 E Wilson Street
Madison, WI 53703

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In addition, a copy of the protest shall be sent electronically to Matthew Limoges, MatthewJ.Limoges@wisconsin.gov.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) business days of issuance, with a copy of such appeal filed with DOA, provided the appeal alleges a violation of a Wisconsin Statute or a provision of the Wisconsin Administrative Code.

Appeals shall be sent to:

US MAIL ADDRESS	DELIVERY ADDRESS
Kathy K. Blumenfeld, Secretary	Kathy K. Blumenfeld, Secretary
Department of Administration	Department of Administration
Office of the Secretary	Office of the Secretary
P.O. Box 7867	101 E. Wilson Street
Madison, WI 53707-7867	Madison, WI 53703-3405

3.11.2 Protest Concerning a Solicitation

A Proposer or labor organization who is aggrieved in connection with a solicitation may protest to DOA. A notice of intent to protest shall be submitted in writing to the head of DOA, or designee (see section 3.11.1 above), within five (5) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation if the Proposer or labor organization seeks to protest that amendment. The protest shall be submitted in writing to the head of DOA, or designee, within ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation. A Proposer or labor organization is prohibited from protesting solicitation requirements past ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation.

3.11.3 Protest Concerning the Intent to Award a Contract

A Proposer who is aggrieved by the Intent to Award may protest to DOA. A notice of intent to protest shall be submitted in writing to the Secretary of DOA, or their designee (see section 3.11.1 above), and be received in their office no later than five (5) business days after the Notice of Intent to Award is issued. The written protest shall be received in the Secretary of DOA, or their designee's office no later than ten (10) business days after the Notice of Intent to Award is issued.

4 GENERAL MANDATORY PROPOSAL REQUIREMENTS

This section is not scored. The following Requirements are **Mandatory**, and the Proposer shall satisfy them at no additional cost to the DOA.

Respond to this section and provide any required documentation as indicated. Responses to each Requirement shall follow the instructions. No explanation is required when the Proposer cannot certify a statement is true, as non-compliance with any of the following Requirements shall result in Proposal rejection and remove that Proposal from further consideration.

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Failure of a Proposer to meet the Mandatory Requirements shall result in rejection of the Proposer's Proposal. In the event there is an individual Mandatory Requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual Mandatory Requirement; in such case, the State shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining Requirements specified in the RFP.

4.1 System must be able to Collect, format, analyze and disseminate the following information:

- 4.1.1 Hospital discharge data from visits and stays related to opioid use or overdose.
- 4.1.2 Hospital discharge data from visits and stays related to methamphetamine use or overdose.
- 4.1.3 Ambulance service run data related to opioid use or overdose.
- 4.1.4 The number of opioid-related overdoses in the state, the number of individuals who overdose on opioids, and the opioids on which the individuals overdose.
- 4.1.5 The number of methamphetamine-related overdoses in the state, the number of individuals who overdose on methamphetamines, and the forms of methamphetamines on which the individuals overdose.
- 4.1.6 Death records related to opioid use or overdose.
- 4.1.7 Death records related to methamphetamine use or overdose.
- 4.1.8 The number of opioid treatment centers in the state, by the owner or operator of each opioid treatment center.
- 4.1.9 The number of methamphetamine treatment centers in the state, by the owner or operator of each methamphetamine treatment center.
- 4.1.10 The number of providers in this state that are allowed to prescribe a drug that is a combination of buprenorphine and naloxone, the patient capacity for those prescribers, the number of patients taking such a combination drug, and the number of patients who have discontinued such a combination drug due to successful completion of a treatment program.
- 4.1.11 The number of methadone clinics in the state, the number of patients taking methadone, the number of patients who more than once have been on courses of methadone, the number of patients who have discontinued methadone use due to successful completion of a treatment program, and the number of patients who are receiving methadone treatment for each of the following durations:
 - 4.1.11.1 Longer than 12 months.
 - 4.1.11.2 Longer than 3 years.
 - 4.1.11.3 Longer than 4 years.
 - 4.1.11.4 Longer than 5 years.
 - 4.1.11.5 Longer than 8 years.
 - 4.1.11.6 Longer than 10 years.
- 4.1.12 The amount of naloxone doses dispensed, the total number of naloxone doses administered, and the number of unique patients who have received doses of naloxone.
- 4.1.13 The number of adults in the state who use opioids, the extent to which those adults use opioids, and the type of opioids used.
- 4.1.14 The number of adults in the state who use methamphetamines, the extent to which those adults use methamphetamines, and the forms of methamphetamines used.
- 4.1.15 The number of minors in the state who use opioids, the extent to which those minors use opioids, and the type of opioids used.

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- 4.1.16 The number of minors in the state who use methamphetamines, the extent to which those minors use methamphetamines, and the forms of methamphetamines used.
 - 4.1.17 The number of minors who enter the child protective services system due to opioid use by a parent or guardian, length of time those minors are in out-of-home care, and the type of reporter who notified child protective services of the needs of the minor.
 - 4.1.18 The number of persons who are incarcerated and who are receiving naltrexone for extended-release in injectable suspension, the number of persons who are on extended supervision or probation or on parole and who are receiving extended-release naltrexone, the total number of doses of extended-release naltrexone administered to persons who are incarcerated, on extended supervision or probation, or on parole in this state, and the length of time that persons who are incarcerated, on extended supervision or probation, or on parole are receiving extended-release naltrexone.
 - 4.1.19 The number of arrests and convictions related to methadone and the number related to a drug that is a combination of buprenorphine and naloxone.
 - 4.1.20 The number of arrests and convictions related to methamphetamines.
- 4.2 Data Formats and Accessibility
- 4.2.1 The system must allow for submission of the data points identified in Section 4.1 via Microsoft Excel and Comma Separated Values (csv) formats.
 - 4.2.2 The opioid and methamphetamine data system shall allow the state agencies that submit data to the opioid and methamphetamine data system access to the data in the opioid and methamphetamine data system as appropriate for the agency to fulfill its functions and as allowed by state and federal confidentiality laws.
- 4.3 Security Requirements
- 4.3.1 Proposer agrees to all terms and conditions in Attachment B – Security Rider without exception.
 - 4.3.2 Per Wisconsin State Statute 16.971(2)(a) the State must conduct a Cloud Brokerage Review (CBR) to assess the compatibility, integrability, and security and privacy controls of proposed cloud solutions, this includes, but is not limited to, any vendor or software used by Proposers to provide services or store State data. The State uses the National Institute of Standards and Technology's (NIST) definition of Cloud Computing found in Special Publication 800-145. Proposer's solution must pass the CBR prior to contract execution. The CBR overview, Vendor Cloud Solution Information Form (DOA-10816) (Appendix 5), and policy can be found at https://det.wi.gov/Pages/Cloud_Brokerage.aspx. It is highly preferred vendor have and provide SOC 2 Type II reports.

5 GENERAL REQUIREMENTS (300 POINTS)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake a Contract of this size and scope.

Unless requested to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram or schematic included in another section within the RFP.

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Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply shall be considered unresponsive.

5.1 Organization Description

Describe your company's experience providing services like those required by this RFP to customers of comparable size, scope, and circumstance, including your company's experience in handling data like that established in the Act. Describe experience with government entities.

5.2 Staff Qualifications

The Proposer shall provide experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. As requested by the State, the Proposer shall remove and/or replace Key Personnel for poor performance under the Contract. Describe your personnel's experience in supporting systems that incorporate multiple data sets.

5.3 Relationships with Subcontractor Partners

If Subcontractors are to be used by the Contractor in the performance of its work, these each must be identified in Proposer's submittal, including whether there are any prior arrangements or experience working with the subcontractor(s). A subcontractor organizational chart, description of services to be supplied by and disclosure of three (3) project references for each shall be provided. If applicable, Proposals shall identify which project(s) the subcontractor has worked on with the Proposer in the past. Include a letter from each subcontractor that indicates its agreement to provide those materials and services assigned, as you have described.

Proposer shall describe and provide examples of previous work done in conjunction with proposed subcontractor partner(s) as part of their Proposal to include the following:

- Design document
- Project Management Plan
- Implementation Plan

The State reserves the right to review agreements with subcontractors. The State shall not have a contractual relationship with the subcontractor for any services provided under this Contract (existing contracts between the State and any potential subcontractor do not apply). Proposed subcontractors may be required to participate in the oral presentations and/or demonstrations.

5.4 Relevant Projects

Select your company's three (3) most relevant projects within the last five (5) years that demonstrate your capabilities to undertake a contract of this scope. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. If available, please provide at least one (1) example in which an existing production system remained operational while a significant rewrite was done on a portion of that system.

At a minimum, provide the following for each project example:

- The project/contract name
- Description of services provided.
- Overall cost of project, as applicable, including initial contract value and change orders (include reasons for change orders)

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- Organizational structure of service delivery under the contract
- Key assigned in-house staff (name and title)
- Subcontractors used in the performance of the contract.
- Schedule history and length of project (Did you meet project timeline)
- Continuing services after project completion if any
- What was the Software Development Life Cycle (SDLC) methodology used (eg. Agile, Waterfall, Lean, Iterative) and how did SDLC ensure success of the project?
- How was user acceptance of the project accomplished?
- How did you ensure business user needs were met?
- Describe the process used to deliver code and application to client's IT staff.
- What type of documentation did you deliver for user acceptance testing?

6 TECHNICAL REQUIREMENTS (400 POINTS)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer's capability to undertake a Contract of this size and scope.

Unless requested to do so, Proposer shall not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply shall be considered unresponsive.

6.1 System Requirements

6.1.1 Describe how your proposed solution will format, analyze and disseminate the following information:

- 6.1.1.1 Hospital discharge data from visits and stays related to opioid use or overdose.
- 6.1.1.2 Hospital discharge data from visits and stays related to methamphetamine use or overdose.

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- 6.1.1.3 Ambulance service run data related to opioid use or overdose.
- 6.1.1.4 The number of opioid-related overdoses in the state, the number of individuals who overdose on opioids, and the opioids on which the individuals overdose.
- 6.1.1.5 The number of methamphetamine-related overdoses in the state, the number of individuals who overdose on methamphetamines, and the forms of methamphetamines on which the individuals overdose.
- 6.1.1.6 Death records related to opioid use or overdose.
- 6.1.1.7 Death records related to methamphetamine use or overdose.
- 6.1.1.8 The number of opioid treatment centers in the state, by the owner or operator of each opioid treatment center.
- 6.1.1.9 The number of methamphetamine treatment centers in the state, by the owner or operator of each methamphetamine treatment center.
- 6.1.1.10 The number of providers in this state that are allowed to prescribe a drug that is a combination of buprenorphine and naloxone, the patient capacity for those prescribers, the number of patients taking such a combination drug, and the number of patients who have discontinued such a combination drug due to successful completion of a treatment program.
- 6.1.1.11 The number of methadone clinics in the state, the number of patients taking methadone, the number of patients who more than once have been on courses of methadone, the number of patients who have discontinued methadone use due to successful completion of a treatment program, and the number of patients who are receiving methadone treatment for each of the following durations:
 - 6.1.1.11.1 Longer than 12 months.
 - 6.1.1.11.2 Longer than 3 years.
 - 6.1.1.11.3 Longer than 4 years.
 - 6.1.1.11.4 Longer than 5 years.
 - 6.1.1.11.5 Longer than 8 years.
 - 6.1.1.11.6 Longer than 10 years.
- 6.1.1.12 The amount of naloxone doses dispensed, the total number of naloxone doses administered, and the number of unique patients who have received doses of naloxone.
- 6.1.1.13 The number of adults in the state who use opioids, the extent to which those adults use opioids, and the type of opioids used.
- 6.1.1.14 The number of adults in the state who use methamphetamines, the extent to which those adults use methamphetamines, and the forms of methamphetamines used.
- 6.1.1.15 The number of minors in the state who use opioids, the extent to which those minors use opioids, and the type of opioids used.
- 6.1.1.16 The number of minors in the state who use methamphetamines, the extent to which those minors use methamphetamines, and the forms of methamphetamines used.

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- 6.1.1.17 The number of minors who enter the child protective services system due to opioid use by a parent or guardian, length of time those minors are in out-of-home care, and the type of reporter who notified child protective services of the needs of the minor.
- 6.1.1.18 The number of persons who are incarcerated and who are receiving naltrexone for extended-release in injectable suspension, the number of persons who are on extended supervision or probation or on parole and who are receiving extended-release naltrexone, the total number of doses of extended-release naltrexone administered to persons who are incarcerated, on extended supervision or probation, or on parole in this state, and the length of time that persons who are incarcerated, on extended supervision or probation, or on parole are receiving extended-release naltrexone.
- 6.1.1.19 The number of arrests and convictions related to methadone and the number related to a drug that is a combination of buprenorphine and naloxone.
- 6.1.1.20 The number of arrests and convictions related to methamphetamines.
- 6.2 Describe how your proposed solution will Collect data from an excel or csv format.
- 6.3 Describe your proposed solution's ability to allow for other data integrations (i.e API).
- 6.4 Describe how your solution will allow the state agencies that submit data to the opioid and methamphetamine data system access to the data in the opioid and methamphetamine data system as appropriate for the agency to fulfill its functions and as allowed by state and federal confidentiality laws.
- 6.5 Describe how your proposed solution will identify, to the extent possible, for Requirements 6.1.1.1 – 6.1.1.7, 6.1.1.10 – 6.1.1.11, 6.1.1.13 -6.1.1.16, and 6.1.1.18 the number of individuals who have each of the following forms of health care coverage:
 - 6.5.1 Public health care coverage under the Medical Assistance program.
 - 6.5.2 Public health care coverage under Medicare, a veteran or military health plan, or another public form of coverage other than Medical Assistance, including any self-insured governmental health plan.
 - 6.5.3 Private insurance or a private health plan.
 - 6.5.4 Self-coverage or uninsured.
- 6.6 Describe your implementation plan to implement your proposed solution. Include a draft implementation plan as a part of your response.
- 6.7 Describe how your solution will summarize and visualize the data in the system

7 COST WORKSHEETS.

Completion of the Cost Proposal is **Mandatory**. Proposers are responsible for entering cost data in Attachment A Cost Proposal. Costs submitted shall be in U.S. dollars to two (2) decimals.

Further instructions for entering Cost data are included on the Cost Proposal. It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total Cost Proposal proved accurately reflects costs. Estimated Proposal costs are not acceptable.

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7.1 Consideration of all Inherent Costs

Cost Proposals shall take into consideration all inherent costs of providing the services described in the RFP. Proposer is responsible for paying all travel costs including, but not limited to, round-trip travel, meals, and parking. The DOA shall not pay any additional charges beyond the cost listed in the Cost Proposal.

7.2 Fixed Cost

All Proposal costs shall remain firm for the initial Contract term. Cost can be lowered at any time during the Contract without requiring a written approval for individual statement of work projects or to offer to all Authorized Users through an amendment of the published Contract cost.

Contractor may request a cost increase in writing to the State no later than sixty (60) days prior to the beginning of the next Contract period and prior to the proposed effective date of the cost increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industrywide. Requests for a cost increase are limited to one (1) request per renewal term.

7.3 Cost Clarification

The State reserves the right to clarify any cost discrepancies related to assumptions on the part of the Proposers.

8 SPECIAL TERMS AND CONDITIONS

The DOA reserves the right to negotiate Special Terms and Conditions when it is in the best interest of the DOA to do so. The Proposer shall not submit its own contract document as a substitute for the State's DOA-3054: Standard Terms and Conditions and DOA-3681: Supplemental Terms and Conditions.

Proposers shall accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The DOA may or may not consider any of the suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the DOA.

8.1 Liquidated Damages

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the contract. Because of that, the Contractor acknowledges that for the contract resulting from this RFP, it will negotiate liquidated damages, as required by the State, for the Contract. The Contractor agrees that the DOA shall have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

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8.2 Payment Requirements

The State must meet a statutory mandate to pay or reject invoices within thirty (30) days of receipt by the DOA's Accounts Payable. Before payment is made, it also must verify all invoiced charges are correct as per this Contract. Only properly submitted invoices shall be officially processed for payment. Prompt payment requires that your invoices be clear and complete.

8.3 Prime Contractor

The awarded Contractor shall be the prime Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. The prime Contractor may, with prior written permission from the DOA, enter into subcontracting, sublet, or assign all or part of the work with third parties for its performance of any part of Contractor's duties and obligations, provided that, in no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the DOA of any breach in the performance of the Contractor's duties. The DOA shall have sole discretion to approve or reject any such subcontractor.

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

8.4 Executed Contract to Constitute Entire Agreement

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the Proposal of the successful Proposer, and additional terms agreed to, in writing, by the DOA and the Contractor shall become part of the Contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award.

The following priority for Contract documents shall be used if there are conflicts or disputes.

- Signed Contract including Standard Terms and Conditions and Supplemental Terms and Conditions
- Official State Purchase Order(s)
- State's RFP
- Vendor's Proposal

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall be valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract shall be forwarded to DOA CAPS, for purchasing review prior to the DOA's signature.

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8.5 Termination and Cancellation of Contract(s)

8.5.1 Termination for Cause

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

8.5.2 Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

8.5.3 Contract Cancellation

The State reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor, if the Contractor:

- Fails to perform any material obligation required under this Contract after a thirty (30) day notice and cure period;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66, of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein;
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter III, of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a State or federally debarred Contractor, or is excluded from federal Contracts;

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- Fails to maintain and keep in force all insurance, permits and licenses as required under this Contract;
- Fails to maintain the confidentiality of the State's information or data that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
- In the sole opinion of the State, threatens the health or safety of a State employee, citizen, or customer by the Contractor's performance of this Contract.

8.6 Force Majeure

If the Contractor is prevented from performing any of its obligations in whole or in part under the Contract as a result of an act of God, war, civil disturbance, or any other cause beyond its control, then such non-performance shall not be grounds for the assessment of liquidated damages or any other remedy. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide to the fullest extent practicable, comparable performance. Comparability will be determined by the DOA, and such determination shall be reasonable under the circumstances. During any such period, the Contractor shall continue to be responsible for all costs and expenses related to such alternative performance. This section shall not be construed as relieving the Contractor of its responsibility for any obligation or for any obligation being performed by a subcontractor or supplier of services.

9 LIST OF REQUIRED FORMS AND SUPPORTING DOCUMENTS

All forms and attachments are found in the Wisconsin eSupplier Portal in the "Supporting Documents" section.

ALL BIDDERS

DOA-3832: Bidder Required Form

DOA-3054: Standard Terms and Conditions

DOA-3861: Supplemental Standard Terms and Conditions for Procurement of Services

Attachment A: Cost Proposal

Attachment B: Security Rider

Attachment C: General Mandatory Proposal Requirements Matrix

ADDITIONAL FOR HARD COPY RESPONSE ONLY

Attachment D: Bid Factors - HARD COPY RESPONSE ONLY

RFP: XXXXXXXX

Opioid and Methamphetamine Database

Proposer Name:

Date:

INSTRUCTIONS (Applies to all sheets)

1. Enter Proposer name and the date your proposal is being submitted in the yellow shaded fields above.
2. Cells which allow Proposer data entry are shaded in yellow. Proposers may only enter information in the yellow shaded cells. Any other entry or modification made to this workbook is not allowed and may result in disqualification of your proposal. Failure to supply mandatory, complete pricing will result in disqualification of your proposal. Failure to fully comply with all the instructions contained in this workbook may result in disqualification of your proposal.
3. All pricing shall be provided in US dollars or in the format expressly prescribed on the applicable cost Proposal sheet tab. Responses such as ""negotiable"", ""TBD"", etc are not responsive and will result in proposal rejection. Any blank entries will be interpreted as ""zero"", meaning no cost is being bid.
4. Proposers must meet all requirements of the RFP to have costs considered and pricing shall include all costs incurred by the Proposer in the performance of the work and provision of the products required by this RFP. The State is not responsible for, and cannot be charged for, any expenses beyond those identified in this proposal.
5. Pricing shall be not-to-exceed pricing and be firm for a minimum of 180 days from the due date of proposals, or the term of firm pricing over the contract term identified in the RFP, whichever is greater.
6. Where extended pricing is calculated as part of the RFP, the workbook has been structured to auto-calculate extended costs. Where an error is present, the unit price(s) shall prevail.
7. The completed cost proposals sheets must be returned as specified in the RFP, in Excel format.

STATE OF WISCONSIN SECURITY RIDER

The following terms and conditions are specific to Cloud Computing including SaaS, IaaS and PaaS. These terms shall supplement the *[Insert Contractors document name here]*. In the event of a conflict between the terms of this State of Wisconsin Security Rider [Exhibit__], and *[Insert Contractors document name here]* [Exhibit__], the State of Wisconsin Security Rider shall control.

1. Definitions:

1.1 **“Agency”** or **“State Agency”** means an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

1.2 **“Cloud Computing”** means the definitions set forth in NIST Special Publication 800-145 - The NIST Definition of Cloud Computing.

1.3 **“Contractor”** means the Contractor and its employees, Subcontractors, agents and affiliates who are providing the Cloud Computing services to the State .

1.4 **“Data Breach”** means any unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

1.5 **“Deliverables”** means all project materials, including goods, software licenses, data, and documentation created during the rendering of services hereunder. Deliverables shall be the property of the State of Wisconsin unless otherwise specified in the Contract.

1.6 **“Individually Identifiable Health Information”** means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.7 **“Non-Public Data”** means data, other than Personal Data, that is not subject to distribution to the public as Public Information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the public as Public Information.

1.8 **“Personal Data”** or **“Personally Identified Information or PII”**, means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the individual’s date of birth; (d) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (e) the individual’s DNA profile; or (f) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

1.9 **“Platform as a Service (PaaS)”** The capability provided to the State is to deploy onto the cloud infrastructure the State created or acquired applications developed by using programming languages and tools supported by the provider. For these applications, the State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

1.10 **“Proprietary Information”** means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply:

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

1.11 **“Protected Health Information” (PHI)** means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

1.12 **“Public Information”** means information that (i) is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.

1.13 **“Recovery Point Objective (RPO)”** means the point in time that data can be recovered and/or systems restored when service is restored after an interruption. The

Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of State Data immediately preceding the interruption.

1.140 **“Recovery Time Objective (RTO)”** means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption.

1.152 **“State”** means the government of the State of Wisconsin, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Wisconsin.

1.16 **“State Data”** means all rights, title, and interest in content that State employees, agents and end users upload, create or modify pursuant to the Contract, including Non-Public Data, Personal Data, and data protected from unauthorized disclosure by state or federal regulations, and any items or materials originated or prepared specifically and exclusively for the State under the Contract including, but not limited to: formulae, algorithms, data, commercials, media, tapes, labels, trademarks, ideas, terms, designs, patterns, music, models, devices, sets, drawings, props, specifications, designations, reports, card decks, listings, and any intellectual property as is specifically and exclusively developed for the State from the time of payment. State Data also includes user identification information and metadata which may contain State Data or from which State Data may be ascertainable.

1.17 **“Security Incident”** means the possible or actual unauthorized access to Personal Data State Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the State’s unencrypted Personal Data, State Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.

1.18 **“Service Level Agreement”** or (“SLA”) means a written agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes but is not limited to (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

1.19 **“Software-as-a-Service” (SaaS)** means the capability provided to the State to use the Contractor’s applications running on a hosted (or “cloud”) infrastructure. The applications are owned, delivered and managed remotely by one or more providers and accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application

capabilities, with the possible exception of limited user-specific application configuration settings.

1.20 **“Subcontractor”** means an entity that enters into an agreement with the Contractor for the purpose of providing Deliverables or rendering services to the State.

2. Data Ownership: The State will own all right, title and interest in the State Data that is related to the services provided by *[Insert Contractors document name here]*. The Contractor shall not access State user accounts or State Data, except (1) during data center operations, (2) in response to service or technical issues, (3) as required by the express terms of *[Insert Contractors document name here]* and/or SLA, or (4) at the State’s written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide Service to the State. No information regarding the State’s Data may be disclosed, provided, rented or sold to any third party for any reason. Contractor shall promptly notify the State upon receipt of any requests that require access to State Data. Requests for access to data that Contractor receives should be immediately directed to the State. Contractor shall not release data to any third parties without the express written permission of the State, or by an order of a court of competent jurisdiction. Upon request, Contractor shall cooperate with the State to provide information to third parties. This obligation shall survive and extend beyond the term of this Contract.

All data provided by the State shall remain the property of the State. Contractor shall acquire no rights or licenses, including without limitation intellectual property rights or licenses, to use the data for its own purposes by virtue of this Contract or otherwise. Contractor may use the data provided by the State solely for the purposes of carrying out its obligations under this Contract and the administration and management of their respective services. Notwithstanding the above, usage data, storage utilization and similar statistical and consumption data relating to use of the services by the State is not the State’s data/information and nothing in this Contract shall be construed as restricting Contractor’s rights or interest in such service usage data. State Data as defined herein shall be used solely for the purposes of carrying out its obligations under this Contract and not sold, shared or otherwise provided, directly or indirectly to a third party without the express written permission of the State.

All data stored by or accessed by the Contractor that is the result of any processing of State Data shall be the property of the State. The State shall have the ability to access the data except during downtime as may be provided in the SLA.

3. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State Data and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

b. All State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the State Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the Service Level Agreement (SLA), or otherwise made a part of this Contract.

c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified by the State.

d. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. If the State allows Non-Public Data to be accessed by Contractor personnel by mobile devices, the data shall be encrypted on the mobile devices. Hashing and encryption techniques will be used when sensitive data is stored in all data stores, and secure data transfer protocols. — TLS/SSL with a server certificate, HTTPS, and WS-Security, or SFTP - will be used when data is transferred from one component to another.

f. The Contractor shall not use any information collected relating to the services issued from this Contract for any purpose other than fulfilling the services.

4. Data Location: The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. The Contractor shall identify the location(s) of its data centers where State Data will be processed or stored. This includes locations for Subcontractor and/or business partner processing storage locations, locations of backup data, and disaster recovery locations. The Contractor shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support.

The Contractor shall provide email notification to designated State point of contact(s) of any changes to the location of State Data.

5. Security Incident or Data Breach Notification: Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the State Data disclosed.

a. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, required by law, or the Contract.

b. Security Incident Reporting Requirements: The Contractor shall report a Security Incident to the State identified contact within 72 hours based on the standards set by NIST 800-61 without reasonable delay, or as defined in the SLA or Contractors System Security Plan (“SSP”).

Discussing Security Incidents with the State should be handled as urgent, as part of Contractor’s communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any of State Data, the Contractor shall (1) within four (4) hours and without out reasonable delay notify the State, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

6. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor, including its third- party affiliates as applicable. After any such Data Breach, Contractor will, at its expense, perform a security audit. The audit results shall be sent from the auditor directly to the State and the Contractor immediately upon completion.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact in accordance with the agreed upon security plan or security procedures or in the absence thereof by the steps detailed below, if it reasonably believes there has been a Security Incident involving Personal Data. Notification reports shall include the following:

- 1) The date of the Data Breach;
- 2) The date of the discovery of the Data Breach;
- 3) The total number individuals affected by the Data Breach;
- 4) Any information about the circumstances of the Data Breach;
- 5) A description of probable causes of the Data Breach;
- 6) The name of person(s) assigned to review and investigate;
- 7) A description of all data used or disclosed (such as a full name, social security number, date of birth, home address, financial account number);
- 8) The names of persons and organizations involved in the use, access or breach, including a description of unauthorized persons known or reasonably believed to have improperly used or disclosed data;
- 9) A description of where the data or is believed to have been improperly transmitted, sent, or utilized;
- 10) The actions the Contractor has undertaken upon discovery of the incident and will undertake to mitigate any harmful effect of the improper use or disclosure, with approval by the State;
- 11) A corrective action plan that includes steps the Contractor has taken or will take to prevent future similar incidents from occurring, with approval by the State;
- 12) Any other details necessary to complete an assessment of the risk of harm to the Individual, and;
- 13) Any other information as requested by the State.

b. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State and pursuant to Wisconsin Statute 134.98, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

7. Notification of Legal Requests: The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying and obtaining the approval of the State, unless prohibited by law from providing such notice.

8. Termination and Suspension of Service:

8.1. In the event of a termination of the Contract, the Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties, or allow the State to extract its data and perform the subsequent secure disposal of State Data per NIST 800-88 Revision 1.

8.2. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any State Data.

8.3. In the event of termination of any services or the Contract in entirety, the Contractor shall not take any action to intentionally erase the State's data for a period of:

- 30 days after the effective date of termination, if the termination is in accordance with the contract period or if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control per NIST 800-88 Revision 1.

8.4. The State shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

8.5. Upon termination of services or the Contract in its entirety, unless legally prohibited, Contractor shall securely dispose of all State Data in all its forms, in its systems or otherwise in its possession or under its control including but not limited to disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the State. State Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.

9. Background Checks: Upon the request of the State, the Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud. The Contractor shall promote and maintain an awareness of the importance of securing the State Data among the Contractor's employees and agents. If any of the stated personnel providing services is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate t any related service Contract.

10. Access to Security Logs and Reports: The Contractor shall provide reports to the State in a format as specified upon request or as detailed in an SLA agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Contract.

11. Contract Audit: The Contractor shall allow the State to audit conformance to the Contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense. The State or its authorized representatives will have full and complete access during normal business hours and upon reasonable notice, to perform an operational audit of the Contractor's performance of the services, and related books and records pertaining to any sums to be paid hereunder or facts relative to any claim against the Contractor which may be chargeable to The State or its property. The Contractor shall provide the State and its authorized representatives with such information and assistance as needed to perform the audits.

12. Data Center Audit: State and federal program regulations, laws and IT standards require information technology providers to operate within the regulatory environment that the Agency is required to operate (State data privacy laws, federal regulation of Protected Health Information (HIPAA) and laws related to Personally Identifiable Information (PII), etc.). In order to ensure that the system security is adequate and that there are no gaps in control coverage, the State may request to review CSP's audit reports detailing the provider's security provisions.

The Contractor shall perform an independent audit of its data centers at least annually at its expense and provide an un-redacted version of the audit report upon request to the State. The Contractor may remove its Proprietary Information from the un-redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. The audit report or SOC2 report shall be provided to the State Identified Contact as detailed in this Contract in both electronic and hardcopy format.

During the term of the Contract, application security and vulnerability audits shall be conducted as agreed to by the State and Contractor. Contractor and State shall cooperate in the planning and execution of application security tests and audits. Alternatively, the State may, at its expense, conduct or have conducted by a third party, application security and vulnerability audits. Examples of possible audits include but are not limited to:

1. Vulnerability scan;
2. Full Penetration, a test required to attempt a compromise of the system.

Contractor shall provide the State Identified Contact with a complete copy of the audits and the results of the above audits, certifications, scans, and tests within seven (7) Business Days of the Contractor's receipt of such results.

13. System Maintenance and Upgrade Notice: The Contractor shall give a minimum forty- eight (48) hour advance notice, or as included in the SLA to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software, or firmware with a newer or better version to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor shall make updates and upgrades available to State at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect State's use of or access to the Service or increase the cost of the Service to the State.

Contractor shall notify the State at least sixty (60) days in advance prior to any major update or upgrade.

14. Security: The Contractor shall disclose its system security plans (SSP) or security processes and technical architecture to the State such that intrusion protection can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

15. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is necessary to perform job duties.

16. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors. Contractor shall specify if State is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

17. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the

environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime) and provide service to customers as defined in the SLA.

18. Subcontractor Disclosure: The State is required to assess and manage granting access to State systems to any third party, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar Contract with the Contractor, providing services to the Contractor, and the State needs to identify all entities which will be involved in providing the contracted services. The Contractor shall be responsible for all actions of its strategic business partners and all Subcontractors and successor entities of Contractor will be subject to the terms of this agreement. Partners are not permitted access to State Data unless needed to perform their functions. A current list of the CSP's 3rd party providers must be made available to the State. Any additions or subtractions must be communicated via email to the State's contract administrator.

19. Right to Remove Individuals: The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

20. Identity Management and Single Sign-on: The Contractor's solution shall integrate with the State's identity management process using one of the two methods below:

1. The State's trust boundary will be extending into the Contractor's domain using an identity management system with role-based user authentication and authorization. Contractor will synchronize with the State's active directory using federation or single sign-on technology.
2. A strong password sign- on for application-level security will be used. The password must be "strong" in accordance with industry standards and cannot be the same password as the user's previous 8 passwords.

21. Integration and API Interfaces: The Contractor shall provide secured methods to access State Data.

1. The State must be able to access and retrieve its data stored in the cloud at any time in its sole discretion. The State shall have the right to access all data, regardless of who created the content and for what purpose.
2. Application Program Interfaces (APIs) developed by the Contractor will use Web services (both REST and SOAP) as underlying mechanisms for communication with DB components. Comma-separated values (CSV), Extensible Markup Language (XML), and Java Script Object Notation (JSON) will be used as underlying data structure formats for both input and output data exchanged between communicating components.

3. OAuth security framework will be used for authentication/authorization tasks, or other security frameworks agreed to by the State.
4. The State's personnel will have the ability to access the database using commercial tools such as TOAD.
5. The Contractor shall also provide the ability for the State to perform periodic full or partial data extracts of the database as needed to support data warehouse integration, ad hoc analysis, or replication to a State facility.

22. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 of the Rehabilitation Act of 1973.

23. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the State approves in writing the storage of Personal Data on a Contractor portable device to accomplish work as defined in the Statement of Work.

24. Subscription Terms: Contractor grants to the State a license to: (i) access and use services for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the service; and (iii) view, copy, upload and download (as applicable), and use Contractors' documentation.

No terms, including standard click through license or website terms or use or privacy policy, shall apply to the State unless such terms are included in the Contract or otherwise agreed to in writing by both parties.

25.1 Protected Records: Contractor expressly agrees that it may create, receive from or on behalf of the State, or have access to, records or record systems that are subject to data protection laws ("Protected Records"). Contractor represents, warrants, and agrees that it will: (1) hold Protected Records in strict confidence and will not use or disclose Protected Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the State in writing; (2) safeguard the Protected Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the Protected Records are safeguarded in accordance with the terms of this Agreement. At the request of the State, Contractor agrees to provide the State with a written summary of the procedures Contractor uses to safeguard the Protected Records.

25.2 Protected Records and Compliance: Contractor expressly agrees to comply with data protection laws, regulations, executive orders, policies, standards, or procedures. The list below is a non-exhaustive list of Protected Records:

- **Personally-Identifiable Information (PII)**
- **Protected Health Information (PHI)**
- **Substance Use Disorder Records, 42 C.F.R. Part 2**

- Payment Card Industry Data Security Standard (PCI)
- Covered Financial Information (CFI)
- Federal Educational Rights and Privacy Act information (FERPA)
- Criminal Justice Information (CJI)
- Federal Tax Information (FTI)
- Social Security Administration information (SSN)
- Driver's Privacy Protection Act information (DPPA)
- Export Controlled Information (ECI)
- Federal Information Security Management Act information (FISMA)
- Controlled Unclassified Information (CUI)
- Attorney-Client Privileged Information
- Interpreter Privileged Information
- Crime Victim Information
- Cybersecurity Information
- Child Critical Incident Information
- Employee Personnel Records
- Plans or Specifications for State Buildings
- Law Enforcement Records
- Juvenile Records
- Trade Secrets
- EU Residents' Personal Data (GDPR)
- Children's Online Privacy Protection Act information (COPPA)
- Passport/Visa Information

26. Secure Data Center Environment: The Contractor will ensure its data center environment always contains physical and operational server security systems. Physical security shall be maintained by the Contractor such that the data centers have controlled access on a 24 X 7 basis. For operational security, the Contractor will maintain and keep up-to-date Antivirus and firewall software, as well as operating system software patches.

27. Record Retention: The Contractor will comply with NIST approved methods of records retention. Contractor must comply with all records retention requirements as directed by the State.

28. Support and Maintenance Processes:

Contractor shall agree on service level metrics contained herein. In the alternative, the Contractor and the State shall reach agreement on operational metrics outlined in a separate Service Level Agreement (SLA), as long as said SLA, at a minimum, includes the following:

- a) Advance notice and change control for major upgrades and system changes
- b) System availability/uptime guarantee/agreed-upon maintenance downtime
- c) Recovery Time Objective/Recovery Point Objective
- d) Security Vulnerability Scanning

RFP XXXX

Opioid and Methamphetamine Database

Proposer Name:

Date:

Mandatory Requirements Matrix Instructions

This form must be completed in response to Section 4: General Mandatory Proposal Requirements by identifying adherence (YES) or noncompliance (NO) below by placing an X in the appropriate column. By making this identification you are acknowledging compliance with these items. Omission of any of the items below may be cause for rejection of your Proposal.

Mandatory Requirements Matrix

Requirement	YES	NO
4.1.1		
4.1.2		
4.1.3		
4.1.4		
4.1.5		
4.1.6		
4.1.7		
4.1.8		
4.1.9		
4.1.10		
4.1.11		
4.1.11.1		
4.1.11.2		
4.1.11.3		
4.1.11.4		
4.1.11.5		
4.1.11.6		
4.1.12		
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4.1.19		
4.1.20		
4.2.1		
4.2.2		
4.3.1		
4.3.2		

Summary: Opioid and Methamphetamine Use in Wisconsin

February 2024

In March of 2022, Governor Evers signed 2021 Senate Bill 49 into law as 2021 Wisconsin Act 181. The act requires the Department of Administration (DOA), with the Department of Health Services (DHS), the Department of Safety and Professional Services (DSPS), the Department of Children and Families (DCF), the Department of Corrections (DOC), and the Department of Justice (DOJ), to “establish and maintain an opioid and methamphetamine data system to collect, format, analyze, and disseminate information on opioid and methamphetamine use.”

Act 181 requires DOA to submit an annual report summarizing the information gathered from a new data system and analyzing data trends. Though the data system does not yet exist, and in the spirit of Act 181, this whitepaper provides relevant data since the passage of Senate Bill 49 in 2022.

Since 2021, synthetic opioids alone or mixed with other substances have driven the rate of overdose deaths¹ and the overdose crisis continues to evolve nationwide.² Act 181 identifies more than 20 data elements that together formulate a more complete picture of its impact in Wisconsin. Yet, just as substance use itself is rife with complexities and nuance, so are the myriad data sources that inform our understanding of the impact of the overdose crisis on Wisconsinites. Importantly, much of the reported data originates from data sources intended for other purposes (e.g., patient records). For example, an individual who experiences an overdose but does not encounter first responders will not be represented in these data. Thus, readers of this whitepaper should take note of this overarching caveat and consider its implications with respect to equitable, data-driven decision making.

Most overdose deaths in Wisconsin involve synthetic opioids such as fentanyl.

In 2022, more than 1800 Wisconsinites died of a drug overdose.¹ Most of these overdose deaths – 80% in 2022 – involved opioids such as fentanyl, oxycodone, or heroin (Figure 1, left).

Fentanyl is a synthetic opioid approved in the United States for managing severe pain. However, most recent cases of opioid-involved drug overdose deaths in the United States are linked to illegally-made synthetic opioids.² In Wisconsin, more than 90% of opioid overdose deaths involved synthetic opioids (Figure 1, right).

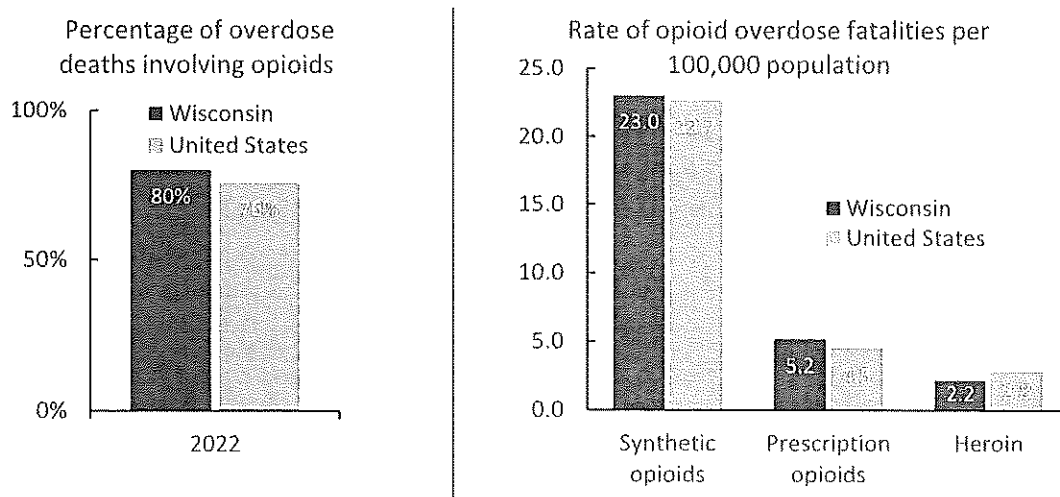


Figure 1. Opioids continue to be represented among the majority of overdose death in Wisconsin and nationwide. Recently, overdose deaths are dominated by high rates of synthetic opioid overdoses.^{1,2}

Fatal overdoses often involve more than one substance.

In recent years, Wisconsin has seen a rise in overdose deaths involving more than one substance. Polysubstance overdoses most frequently involve opioids and stimulants, such as cocaine or methamphetamine. This is notable because while opioid overdoses are significantly more common than stimulant overdoses, rates of overdose involving *both* substances are growing faster than those involving either drug alone (Figure 2).¹ Of the 1,461 opioid overdose deaths in 2022, less than 50% did not include cocaine or a psychostimulants.

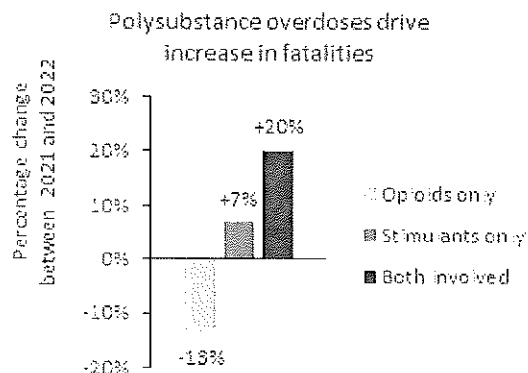


Figure 2. Fatal overdoses involving both opioids and stimulants increased from 2021 to 2022.¹

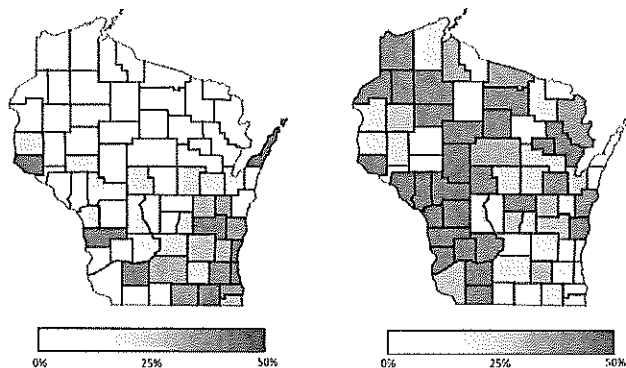


Figure 3. The percentage of fatal opioid overdoses that also involved cocaine (left) or psychostimulants (right) in 2022 varies by county.¹

The type of stimulant most involved in polysubstance overdoses varies by region. For example, psychostimulants such as methamphetamine are more likely to be involved in opioid overdose deaths in the Northern and Western regions of the state (Figure 3, right), while cocaine is more commonly found in combination with opioids the Southeastern region (Figure 3, left).¹ More than 50% of opioid overdose deaths involved either cocaine or amphetamines in 2022.

Rates of non-fatal overdose in Wisconsin emergency departments are below national rates.

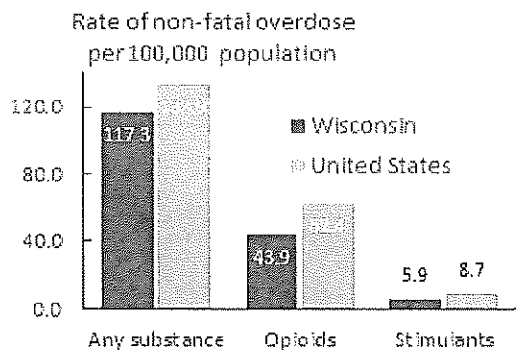


Figure 4. Rates of non-fatal overdoses encountered in Wisconsin emergency departments are lower than the national average.^{3,5}

Hospital discharge data provide insight into non-fatal overdose statistics in Wisconsin (Figure 4).³ Critically, these data only represent individuals who experienced an overdose and visited the hospital, and do not include individuals who recovered from an overdose prior to receiving formal medical treatment, or those who refused transport to medical facilities by emergency medical services (an estimated 10% of ambulance runs for overdose in WI).⁴ The number of non-fatal overdoses involving any substance decreased ~10% from 2021 to 2022 in Wisconsin,³ and ~5% nationwide.⁵

Fatal overdoses affect different populations disproportionately in Wisconsin.

Some demographic groups are more heavily impacted by the opioid overdose crisis than others. Specifically, rates of fatal opioid overdose are higher among males and among individuals of Black or American Indian racial groups in both Wisconsin¹ and nationwide.⁶ In 2021, the rate among males was more than double that of females; the disparity in death rates between the Black or American Indian populations versus the statewide rate is even larger (Figure 5).

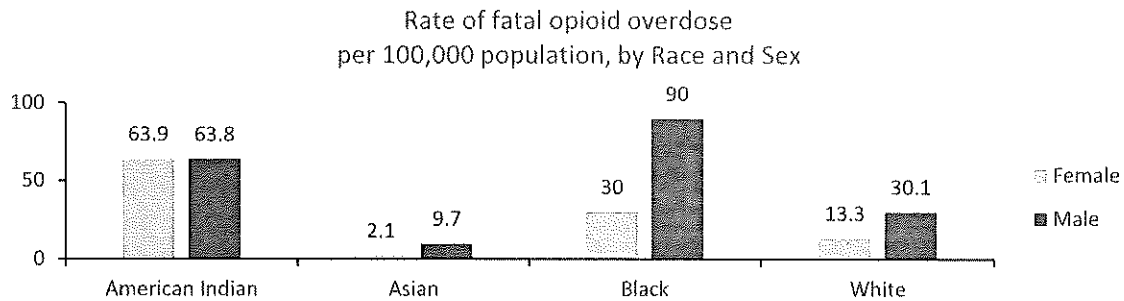


Figure 5. Rates of fatal opioid overdose among several demographic groups was disproportionately high relative to the state average in 2021.¹

Treatment programs provide services for substance use disorder in Wisconsin.

There are currently 25 Opioid Treatment Programs (OTPs; Table 1) and 5 Methamphetamine Treatment Centers operating in Wisconsin. Medications administered at Wisconsin OTPs include methadone, buprenorphine, and naltrexone products, and provided services to 12,648 patients in 2022.⁷

Opioid Treatment Programs in WI

Acadia Healthcare	13
Addiction Medical Solutions	4
Addiction Services and Pharmacotherapy	3
Community Medical Services	3
Gundersen Lutheran Medical Center	1
Psychological Addiction Services	1
Total	25

Table 1. Opioid treatment programs operating in Wisconsin in 2022, by owner/operator.⁷

The opioid overdose reversal drug naloxone saves lives.

Naloxone, an opioid overdose reversal drug, has saved countless lives in Wisconsin and nationwide. In 2020, the NARCAN® Direct Program began distributing NARCAN®, a nasal formulation of naloxone. The program, which is funded through Wisconsin's share of the State Opioid Response Grant from the Substance Abuse and Mental Health Services Administration, distributed 155,544 doses of NARCAN® in 2022.⁸ Naloxone is also frequently administered as a life-saving medical treatment by correctional facilities, adult institutions, and emergency medical services (Table 2).

Medicaid reimbursements ⁹	40,052
NARCAN® Direct Program distributions ⁸	155,544
DOC Division of Adult Institutions distributions ¹⁰	1,140
DOC Division of Community Corrections Office distributions ¹¹	1,227
Ambulance run doses administered ¹²	9,677

Table 2. Doses of naloxone reimbursed, distributed, or administered by programs in Wisconsin in 2022.

Citations

- ¹ Wisconsin Department of Health Services. Vital Records Death Certificate Data.
- ² Center for Disease Control and Prevention. Provisional Drug Overdose Death Counts. Accessed January 25, 2024. <https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm>
- ³ Wisconsin Department of Health Services. Wisconsin Hospital Association Information Center: Hospital Discharge Data from Emergency Department visits.
- ⁴ biospatial. Secure access via Wisconsin Department of Health Services, Wisconsin Ambulance Run Data System. Accessed January 31, 2024. <https://www.biospatial.io/>
- ⁵ Center for Disease Control and Prevention. Nonfatal Overdose Dashboards. Accessed January 17, 2024. <https://www.cdc.gov/drugoverdose/nonfatal/index.html>
- ⁶ Center for Disease Control and Prevention. Drug Overdose Deaths in the United States, 2001-2021. Accessed January 31, 2024. <https://www.cdc.gov/nchs/products/databriefs/db457.htm>
- ⁷ Wisconsin Department of Health Services. Report on Opioid Treatment Programs in Wisconsin. Accessed December 29, 2023. <https://www.dhs.wisconsin.gov/opioids/data-reports-studies.htm>
- ⁸ Wisconsin Department of Health Services. NARCAN® Direct Program order and shipment data.
- ⁹ Wisconsin Department of Health Services. Medicaid claims data.
- ¹⁰ Wisconsin Department of Corrections. Electronic Medical Records and incident reports.
- ¹¹ Wisconsin Department of Corrections. Division of Community Corrections – DOC Central Pharmacy.
- ¹² Wisconsin Department of Health Services. Wisconsin Ambulance Run Data System (WARDS).