



REQUEST FOR PROPOSAL: RFP 644 – Employee Benefit Consulting Services

This request for proposal consists of 29 pages beginning with this one.

Milwaukee Public Schools (“MPS”) is soliciting competitive sealed proposals from qualified professional firms for employee benefit consulting firms for the district’s self-funded health, dental and health and productivity management programs, complying with all terms and conditions described in this document.

Proposals will be accepted no later than 2:00 P.M. Central Time, August 14, 2009. Proposals received after this time will not be accepted.

Mark all documents **RFP 644** . Mail or deliver all proposals and accessory documents to:

MILWAUKEE PUBLIC SCHOOLS
PURCHASING-ROOM 1
5225 WEST VLIET STREET
MILWAUKEE WI 53208

Proposals must be manually signed on this MPS form in the space provided below.

Submit 9 sets of your proposal. Please clearly mark the original copy as “ORIGINAL” on the cover.

I have read the terms and conditions of this RFP and submit for consideration the attached proposal and exhibits.

The fees and costs in this proposal have been arrived at independently, and have not been divulged, discussed, or compared with the proposals of other respondents. No attempt has been made nor will be made to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

I acknowledge I have read and understand the HUB participation requirement, and that any proposed HUB participation is binding, real, and substantial as defined in Section 1.5.

I acknowledge that there is no conflict of interest as defined by Section 3.11 unless otherwise expressly disclosed by attachment to this page.

Company Name

Company Telephone Number

Company Address

Company Fax Number

City, State, Zip Code

Authorized Signer’s Full Name and Title

Authorized Signature Date

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MILWAUKEE PUBLIC SCHOOLS

RFP 644

EMPLOYEE BENEFIT CONSULTING SERVICES

July 17, 2009

1.0 REQUEST FOR PROPOSAL OVERVIEW

Project Name: Employee Benefit Consulting Services

RFP Number: RFP 644

RFP Release Date: July 16, 2009

RFP Due Date: August 14, 2007

1.1 Definitions

Commercially Useful means the goods and/or services to be provided by the HUB firm are a direct function of the Scope of Services described in the RFP.

Contractor means each successful respondent awarded a contract.

DDCE means Division of Diversity & Community Engagement.

District means the Milwaukee Public Schools.

HUB ("Historically Underutilized Business") means a for-profit business that is 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, SBA-8A or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency.

MPS means the Milwaukee Public Schools.

Proposer/vendor/respondent means a firm submitting a response to this RFP.

RFP means Request for Proposal

Student Engagement means a method of further educating MPS students through required MPS contractor involvement in career education and employment opportunities for students.

1.2 Scope of Services Sought

Milwaukee Public Schools (MPS or the District) plans to pre-qualify up to three qualified professional firms to provide employee benefit consulting on an "as-needed" project basis and is seeking the development and preparation of requests for proposals (RFP) by qualified product and service vendors. Firms can submit proposals on one or more of the Projects listed below.

The scope of Projects 1, 2 and 3 includes the solicitation and evaluation of proposals from competitive and qualified vendors and assistance in service contract negotiation with existing vendors and, as applicable, the implementation of conversion of program(s) to new vendor. The Projects include but are not limited to the following services:

Projects:

1. Third party administrator(s) for the MPS Comprehensive PPO/Indemnity Health Plan including vision and the MPS EPO Choice Health Plan including vision
 - a. Evaluation of administrative service capabilities of the new vendors relative to the incumbents, emphasizing medical/clinical management services and improvement in quality, customer service and efficient integration with the district's health and productivity management program
 - b. Qualitative assessment of the networks including provider discount savings and administration fees relative to the incumbent vendors' network and claim administration
 - c. Qualitative assessment of the networks and medical management services in the areas of network adequacy, provider reimbursement methods, quality management, case and utilization management and members rights and satisfaction
 - d. Provider disruption analysis that estimates the percentage of health insurance claims for in- and out-of-network based on current MPS demographics and claims utilization in the Milwaukee area and nationally
 - e. Implementation audit plan including plan design setup and claim and customer system and work flows

Implementation Date: November 1, 2010

2. Third party administrator for the MPS Dental Indemnity Plan
 - a. Evaluation of administrative service capabilities of the new vendors relative to the incumbents, emphasizing improvement in quality and customer service
 - b. Qualitative assessment of the networks including provider discount savings and administration fees relative to the incumbent vendors' network and claim administration
 - c. Provider disruption analysis that estimates the percentage of dental claims for in- and out-of-network

- d. Implementation audit plan including plan design setup and claim and customer system and work flows

Implementation Date: January 1, 2011

3. Employee Assistance Program

- a. Evaluation of administrative service capabilities of the new vendor relative to the incumbents, emphasizing medical/clinical management services and improvement in quality, customer service and efficient integration with the district's health and productivity management program

Implementation Date: January 1, 2011

4. Ad-Hoc Strategic Consulting: In addition to providing the typical benefit consulting services related to assisting the District in obtaining and managing vendors to administer its health and dental plans and health and productivity management program, the District is seeking to partner with a pre-qualified firm that best displays the ability and knowledge to perform as a strategic partner in providing the District with the expertise and resources in (a) anticipating and advising on changes in the market place that affect the District's benefit plans with emphasis on its health and productivity management program and (b) using this information to develop and support strategic plans to provide and maintain optimal provider network arrangements and medical management services.

Implementation Date: November 1, 2009

The objective for these projects is for the development of competitive, long term network pricing arrangements and third party administrator service contracts that maximize the District's competitive purchasing power and stabilize expenditures while reducing the rate of increase in medical costs.

The successful proposal(s) will address the following:

- Expertise and recent, hands-on experience in the following areas with services performed for comparably sized and complex benefit plans in the following areas:
 - o Network evaluations and assessments for health and dental plans
 - o Evaluation and assessments with recommendation for efficient integration of health and productivity management programs with self-funded health plans
 - o Evaluation and assessment of dedicated versus designated claim and customer service units
 - o Development of effective methods including service guarantees to command improved customer service from vendors, which includes effective channeling of covered employees/retirees/dependents to the third party administrator's customer service units versus calls to the District's office for assistance
 - o Development of appropriate methods and measures to evaluate health plan vendors and improve employee health and productivity and control health care costs
 - o Effective use and integration of case and care management programs with health plan third-party administrators and employee assistance program
 - o Development and implementation of effective performance guarantees and measures with emphasis on outcome measures
 - o Development and implementation of effective strategies for the integration of health and productivity management programs with the third-party administrators of self-funded health plans
- Development of recent RFPs for the following programs:
 - o Self-funded health plans
 - o Self-funded dental plans
 - o Self-funded vision plans
 - o Employee assistance programs
 - o Health and productivity management programs with integrated case/care/disease management/wellness/health coaching components

1.3 Qualifications & Eligibility of Vendors

Vendors responding to this RFP must demonstrate that they meet all of the following qualifications:

1. The vendor(s) must have a minimum of 3 clients each with over 15,000 covered lives in self-funded health plans and must demonstrate recent experience and accomplishments that are relevant to each Project for which a proposal is submitted under this RFP.
2. The vendor(s) must perform services by assigning to MPS a primary consultant or consultants with at least 5 years of recent hands-on experience and with credentials relevant to the requirements of the Project. Such experience for each consultant assigned must involve work with benefit plans and related projects of comparable size and complexity to those of MPS. Vendor must include the resumes and references for all proposed consultants, along with an explanation of why each individual's hands-on experience is relevant to the needs of MPS.
3. The professional consulting firm must be in good financial standing and must be able to demonstrate a clear and proven track record and provide a list of accomplishments illustrating its capabilities to provide services in each area of every Project for which a proposal is submitted under this RFP.

1.4 Pricing

Respondents to the RFP must clearly state their firm's pricing structure. Travel and training costs attributable to the vendor should be included in the vendor's billing rates as MPS does not reimburse directly for these costs. All fees, charges, billing rates, etc. must be explained in detail. Payments must be tied to performance or deliverables, which should be clearly identified. MPS does not pay in advance for services.

1.5 Division of Diversity & Community Engagement (DDCE) Requirements

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display in its own operations the values of excellence, diversity, and economic responsibility that it strives to teach its students.

To that end, many MPS contracts require the use of Historically Underutilized Business (HUB) firms and the engagement of the MPS contract awardee in Student Employment and/or Student Career Education activities.

The HUB and Student Engagement "SE" requirements are listed below.

If both the HUB and SE requirements are zero, **Appendix C** is the only form to be completed. Appendix C is the Prime Vendor Information Sheet, and should be completed by all respondents. This information will not be used in making any award and is kept solely for statistical reporting purposes to the Board of School Directors.

Historically Underutilized Business ("HUB") Requirements

HUB firms are defined as for-profit businesses 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, SBA-8A or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency. MPS has an annual HUB participation goal equal to 35% of all applicable purchases. Contact DDCE for other eligible considerations.

The HUB participation requirement for this RFP is 0% of the total dollar amount of each contract that results from this RFP.

Student Engagement Program

The Student Engagement Program seeks to maximize MPS Contractor involvement in career education and employment opportunities for students. The anticipated results are young people who are able to make better career and post-high school education choices that ultimately have a positive effect on our local business community. This program component consists of specific requirements for Contractors to engage in: (1) career education activities that directly involve MPS students, and/or (2) fulfill paid student employment hours that provide MPS students with an actual work experience. **Must be MPS students registered through the DDCE.**

A. Qualified Recipients

Career Awareness and Education Activities: (1) any MPS school site or (2) other DDCE approved options in the District.

Student Employment Requirement: (1) junior and senior high school students currently enrolled in an MPS school, or (2) with prior authorization from DDCE, students who have graduated from an MPS high school not more than twelve (12)

months from their date of matriculation who are not COIN-certified.

B. Student Engagement Requirements

1. All vendors shall provide assigned hours of career education activities on each contract unless otherwise specified in the bid document. Contractors are allowed two (2) hours of preparation time per MPS project.

2. If a project is required to have student employment, MPS shall designate, prior to bid, the total MPS student hours of employment required. The successful bidder will be required to commit to providing a meaningful employment experience for one or more MPS students. Under no circumstances shall students work under conditions that, using reasonable standards, would be considered a hazardous work environment.

C. Program Specifications

1. Career Awareness and Education activities include but are not limited to the following:

- a. Classroom presentations at MPS project sites or various Contractor career-specific activities.
- b. Full classroom or small interest group tours of office environments and/or “outside the fence – street level” construction site(s) tours to provide an orientation to potential careers and the education related skill involved in those careers.
- c. Classroom skill development project activities in conjunction with teacher lesson plans, i.e. math, science, reading, writing, etc.
- d. Required orientation and participation in preparation training for student hire.
- e. Required participation in the student selection process (interviewing).
- f. Other DDCE approved Contractor provided options.

2. Student employment participation can include, but is not limited to the following activities:

- a. Student summer employment placement (full-time/part-time).
- b. Student after school and weekend placement (20 hrs/wk max) where appropriate.
- c. Placement with a sub-tier Contractor on the project.
- d. Alternative placement at various MPS Central Services sites or community agencies when the Contractor’s place of employment is beyond the transportation resources of available students. In such cases, the Contractor maintains responsibility for the student’s wages as well as ensuring a reasonably safe and meaningful work experience. All alternative work assignments require DDCE approval.
- e. Other DDCE approved Contractor provided options.

D. Student Engagement Sanctions

MPS shall withhold funds from the next pay request when Student Engagement requirements are not met. Contractors with questions about the Student Engagement Program should contact the Division of Diversity & Community Engagement.

The Student Engagement Requirement for this RFP is:

0 hours of Student Employment

0 hours of Career Education per 12 month contract that results from this RFP.

2.0 ABOUT MILWAUKEE PUBLIC SCHOOLS

It is expected that successful vendors will establish a strong partnership with MPS. As a strong partner, successful vendors will need to become fully acquainted with the business of MPS: Educating Milwaukee's children.

2.1 Profile of the District

The Milwaukee Public Schools serves over 83,000 preschool through grade 12 students in 203 schools. Schools are a mix of traditional elementary, K-8, middle, and high schools, plus non-traditional schools with grades ranging from elementary to high, as well as charter and alternative/partnership schools. In addition, the District has early childhood programs and Head Start.

2.2 The District's Mission

Milwaukee Public Schools educates all students for success in higher education, careers and responsible citizenship so that MPS is the first choice for families.

2.3 Vision Statement

Milwaukee Public Schools will be among the highest-performing urban public school districts in the country, providing rigorous, high-quality learning opportunities for students. Schools will enable lifelong learning among students, families, educators and other staff focused on continuous improvement. Teaching will be child-centered, based on research-proven methods, and aligned to high academic standards; it will meet the learning needs of individual students. The District, its schools, and its employees will be accountable for measurable gains in student achievement.

Schools will be safe centers of community activity that are welcoming, well maintained, and accessible. Children will be provided maximum educational opportunities to become responsible citizens who make positive contributions to their communities. The District and its schools will strengthen partnerships with families and those in the community who influence and affect students and families.

The District's core beliefs serve as the foundation for making decisions throughout MPS. These beliefs include:

- Children come first.
- The classroom is the most important place in the district.
- Leadership and accountability are keys to our success.
- Central Services supports student achievement.
- Families are valuable partners.
- Community partnerships add value.

2.4 Strategic Areas and Goals

I. Student Success Through Academic Achievement

Goal 1: Students meet and exceed Wisconsin academic standards and graduate prepared for higher education, careers and citizenship

II. High-Performing Schools and Classrooms

Goal 2: School communities work together for improvement in academic achievement.

Goal 3: Leaders and staff demonstrate continuous improvement through focused professional development.

Goal 4: School staffs are accountable for high quality teaching and learning, measurable gains in student achievement and fiscal responsibility.

Goal 5: School staffs are supportive and responsive to students and families.

III. District and community Support

Goal 6: The District is accountable for measurable results

Goal 7: The District's Central Services departments support student learning.

Goal 8: The District builds partnerships to support student achievement.

3.0 INSTRUCTIONS TO THE VENDOR

3.1 MPS Contacts

If you have questions regarding this Request for Proposal, please contact one of the following:

RFP Procedures	James Wegman Procurement Manager	(414) 475-8348 (Office) (414) 475-8104 (fax) wegmanjp@milwaukee.k12.wi.us
HUB/Student Engagement Requirements	Renee Taylor, Manager Division of Diversity & Community Engagement	(414) 438-3622 (Office) (414) 438-3662 (Fax) taylorry@milwaukee.k12.wi.us

Insurance Requirements	Chris Toth Director Benefits and Insurance Services	(414) 475-8557 (Office) (414) 475-8562 (Fax) tothcm@milwaukee.k12.wi.us
All substantive RFP questions	Chris Toth Director Benefits and Insurance Services	(414) 475-8557 (Office) (414) 475-8562 (Fax) tothcm@milwaukee.k12.wi.us

3.2 General Instructions

The information provided herein is intended to assist interested vendors in the preparation of a proposal. It provides sufficient basic information to understand the District's current operating environment.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document as soon as they become aware of them. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the individuals identified in Section 3.1 of such error and request a modification or clarification of the RFP document. Only those District agents listed in Section 3.1 are authorized to interpret the RFP. MPS shall not be responsible for interpretations offered by other employees of the District.

All questions must be submitted in writing by email to James Wegman at the email address above. Only questions submitted in writing prior to the deadline noted in Section 3.12 will be answered. Substantive responses will be documented by way of addenda, which will be posted on the District's portal.

3.3 Addendum to RFP

In the event it becomes necessary to provide additional information, or to revise any part of this RFP, such information will be posted on the District's portal. In the event of conflict with the original RFP, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified. Respondents are encouraged to monitor the District's portal to ensure they learn about RFP addenda in a timely manner. **Addenda will not be mailed.**

The accuracy of the response is the sole responsibility of the vendor. No changes shall be allowed after the date and time the response is due.

An MPS evaluation committee will evaluate vendors' responses to each of the RFP requirements. Responses are to be formatted and tabbed in the form and sequence described in Section 4 of this RFP. Should evaluators be unable to locate a vendor's response to an RFP requirement, it may be evaluated as requirement not met.

3.4 How to Respond

The cover page of this RFP document contains specific instructions as to where and to whom your response should be addressed, the number of copies needed, the due date and cutoff time, along with other important instructions. Specific requirements of the responses are set forth herein in Sections 4.2 and 4.3.

3.5 Joint Proposals

MPS requires a single vendor contact for all RFP items. In the event a group of vendors elect to submit a single response, all participating vendors must be identified in the response, and a "primary vendor" must be assigned who will be responsible for negotiating all contractual matters.

MPS reserves the right to accept the primary vendor, but reject any secondary vendor. The primary vendor will have the option of withdrawing its bid, without penalty, or replacing the rejected subcontractor. A contract will be written with the successful primary vendor only.

3.6 Withdrawal of Proposals

Proposals may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Vendors who withdraw their proposals during this period, may at the sole discretion of the District, be removed from any and all bid lists for a period of six months following the withdrawal.

3.7 Rejection of Proposals

MPS reserves the right to reject any or all proposals that are not responsive to the RFP, are outside the fiscal constraint, or are not in MPS' best interest.

3.8 Incurring Costs

There is no express or implied obligation of MPS to reimburse any individual or firm for any costs incurred in preparing or submitting responses; for providing additional information when requested by MPS; or for participating in any selection interviews and contract negotiations.

3.9 Confidentiality

All responses to this RFP become the property of MPS upon submission. The District may use the response for any purpose it deems appropriate.

All documents submitted will be subject to the Open Records law of the State of Wisconsin. Notwithstanding this, the vendor may request to designate information as "Confidential" or "Proprietary" on the Form attached as Appendix A.

3.10 Vendor Conduct

During the RFP window (the date from release of this RFP to final award), vendors are not permitted to contact any District employees or members of the Board of School Directors regarding this RFP unless with the permission of the District's designated contact persons identified in Section 3.1. No gratuities of any kind will be accepted including meals, gifts, and trips, except as provided for as reference site visitations during finalist evaluations. Violation of these conditions will constitute immediate disqualification.

3.11 Conflict Of Interest

All vendors must disclose the name of any officer, director or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the vendor's business or any of its branches.

3.12 Calendar of Events

Activities, along with specific dates, must be completed as indicated below unless otherwise changed by the District. In the event the District finds it necessary to change any of the specified dates and times in the calendar of events, it will do so by issuing an addendum to this RFP.

Milestone	Date
Issue RFP	July 16, 2009
Deadline for Submission of Written Questions	July 30, 2009
Vendor Conference	July 27, 2009
Final Addendum Responding to Questions	August 3, 2009
Proposal Due Date	August 14, 2009

3.13 Evaluation Criteria

An MPS evaluation committee will be established. Each response will be reviewed, discussed, evaluated, and ranked by each of the committee members. Proposals will be ranked based on the following criteria:

Criteria	Description	Weight
HUB/Student Engagement Requirements	Compliance with the HUB and Student Engagement requirements set forth in section 1.5.	Pass/Fail

Company Information & Financial Stability		Pass/Fail
Qualifications/ Experience/Expertise	Experience of the vendor and credentials and expertise of proposed staff; and proven track record of firm and staff in providing requested services to similar entities.	35%
Responsiveness and Approach to Scope of Work	Responsiveness to the RFP, including the quality, clarity, completeness and reasonableness of vendor's work plan to meet the stated scope of work and effectively and efficiently achieve the objectives.	30%
Cost	Pricing of proposed services on both completeness and reasonableness of cost; and effectiveness of performance guarantees.	30%
References	Satisfaction of past customers.	5%

MPS plans to qualify up to three vendors. Vendors may bid on one or more of the Projects listed in 1.2 Scope of Services Sought. Note that for the highest-ranking scores, references will be contacted and may be used to further refine criteria scores.

Proposals should be complete on their face. MPS reserves the right to adjust the evaluation criteria prior to the opening of responses. After opening of responses, MPS reserves the right to waive irregularities in any proposal, to request clarifying information it deems appropriate from one or more respondents, to request supplemental information from all of the respondents, and to factor any additional information into the evaluation. MPS may or may not require oral presentations of a group of finalists, in person or on the telephone and may request further information from those finalists.

3.14 Negotiations/Award

MPS may, at its sole option, open negotiations with the highest ranked vendor after the proposal closing date and prior to award. MPS also reserves the right to open negotiations with the second highest-ranked vendor if negotiations with the highest ranked vendor are not successful. MPS reserves the right to delete or add services until the final contract signing.

A contract will be awarded to a responsible and responsive vendor whose proposal is most advantageous to MPS with price and other factors considered. For the purposes of this RFP, responsiveness is defined as a vendor's conformance to the requirements of the solicitation. Being non-responsive includes the failure to furnish information requested.

Responsible vendors are defined as vendors judged to have the ability to perform successfully under the terms of the contract. A responsible vendor has adequate financial resources or the ability to obtain such resources; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organizational and technical skills.

MPS reserves the right to determine which vendor, in its sole judgment, best meets the District's needs. Contract awards are subject to review by the MPS Superintendent. Notification of award will be accomplished by posting the name of the recommended awardee on the MPS portal.

3.15 Tax Exemption

MPS is exempt from sales and use tax by state statute.

3.16 Cost Proposal To Remain Open

All vendors agree to hold their cost proposal open for a minimum of six (6) months after the proposal closing date.

4.0 PREPARING AND SUBMITTING A PROPOSAL

4.1 General Instructions

The evaluation and selection of a vendor will be based on the information submitted in the vendor's response. Elaborate proposals (*i.e.* expensive artwork) beyond that sufficient to present a complete and effective response are not necessary or desired. The response should not exceed 14 pages. Additional data can be provided in appendices. Quality, not quantity, is desired.

Responses not following the form outlined below will not be considered.

4.2 Submission of the Response

Respondents must submit 9 sets of your proposal. Please clearly mark the original copy as "ORIGINAL" on the cover:

Milwaukee Public Schools
Purchasing Services
5225 W. Vliet St., Room 1
Milwaukee WI 53208

All proposals will be time-stamped using the time clock in the Purchasing Office. Proposals not stamped will not be accepted. **Receipt of a proposal by the District mail system does not constitute receipt of a proposal by the Purchasing Office for purposes of this RFP.**

All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent's name, address, and the request for proposal number and title.

4.3 Response Organization

PART 1: Contact Information and Terms

Cover Page

A vendor representative authorized to make contractual obligations should sign the MPS cover page and submit this as Section 1 of the response. Please include all contact information.

Note that by signing the cover page, you are acknowledging and accepting the terms outlined in the RFP. Any exceptions to the general terms and conditions of the MPS contract must be explicitly set forth by a letter attached to the cover page.

PART 2: Vendor Qualifications and References

Vendor Background, Qualifications, and Experience

Provide a brief description of the vendor, including history; number of years the vendor has been in business; type of services provided; financial strength; and legal status of vendor organization, *i.e.* corporation, partnership, etc. Describe successful projects or experiences in environments comparable or greater in size to MPS.

Please provide brief resumes and relevant work experience of all team members or partners who would be assigned to work on the project.

Vendor References

List your firm's proven track record as well as the names of the individual(s) you would propose MPS contact for references. Provide three client references together with phone numbers and company names and addresses.

MPS reserves the right to contact or visit any party listed as a reference that has previously used, or is presently using your products or services in a manner similar to those proposed by the vendor. MPS also reserves the right to use other sources to obtain information about the proposed products and services.

PART 3: RFP Response (Excluding Price)

Indicate how you propose to meet or exceed the scope of service set forth in Section 1.2.

PART 4: RFP Response (Price Information)

Price structure (see Section 1.4). Indicate clearly how pricing is being determined.

PART 5: DDCE

No HUB requirement has been assigned.

PART 6: Prime Vendor Information Sheet

Submit the Prime Vendor Information Sheet (**Appendix C**). This information will not be used in making an award and is kept solely for statistical reporting purposes.

PART 7: Designation of Information as "Confidential" or "Proprietary"

If necessary, please fill out and submit **Appendix A**.

PART 8: Additional Materials, Brochures, Etc.

Materials added to this section will not count towards the stated page limit size of this RFP. Please only include relevant and necessary information.

5.0 GENERAL TERMS AND CONDITIONS

The contractual requirements of the District are detailed below. **Vendors will be expected to meet all of these contractual requirements and sign the District's professional services contract and Business Associates Agreement.** MPS will require proof of compliance with these terms and conditions prior to execution of a contract. If a vendor cannot meet these terms and conditions, the vendor should not submit a proposal. Vendors who take exception to any term or condition stated by the District are instructed to prepare a contract exceptions document referencing the term or condition to which they take exception, and include this document in their proposal.

5.1 Terms of Agreement

Both this RFP and the responses submitted become part of the contract between the vendor and MPS. To the extent there is a conflict in terms, and that term is addressed in the contract executed between the vendor and MPS, the term set forth in the contract prevails. To the extent there is a conflict in terms, and that term is not addressed in the final contract, the terms set forth in the RFP prevail.

5.2 Length of Agreement

Any contract resulting from this RFP shall remain in effect for one year. Continuation of the contract beyond the initial period is subject to mutual agreement by the District and the vendor.

5.3 Audit of Pricing and Billing Procedures

MPS reserves the right to conduct periodic audits of pricing and billing procedures as well as other terms, conditions, and procedures of the contract entered into between the vendor and MPS.

5.4 Contract Compliance Assurance

Regulations: Vendors shall give all notices and comply with all laws, ordinances, rules, regulations and Lawful orders of any public authority bearing on the performance of the work.

Licensing and Permits: Vendors responding to this RFP are required to demonstrate valid possession of required licenses, and are expected to keep them in effect for the term of this contract.

Level of Business: MPS will award contracts **without** any guarantee, implied or otherwise, of the level of business any vendor will receive during any fiscal year.

5.5 Cancellation

In the event a vendor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the vendor, MPS may, at its option and in addition to all other rights and remedies which it may have, terminate the agreement and all rights of the vendor under the agreement. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for contract termination.

5.6 Designation of Subcontractors

The contract may not be assigned or subcontracted, in whole or in part, without the express, written permission of MPS.

5.7 Headings

All headings and titles used in contractual documents exist for the purposes of document organization and reference and shall not be considered a term or condition of any agreement entered into by the Vendor and the District.

5.8 Consent to Breach is Not a Waiver

The consent to a breach of any term or condition of this agreement by either party shall not be considered a Waiver of such term or condition nor shall such breach be considered consent to a subsequent breach.

5.9 Governing Law

The provisions of the contract shall be constructed in accordance with the laws on the State of Wisconsin.

5.10 Insurance

The District's contract language requires that a Contractor agree that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. A Contractor is required to maintain insurance coverage including, but no limited to, Worker's Compensation, Employers' Liability, Commercial General Liability, Product Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The minimum levels of insurance that MPS requires from a Contractor are:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 per occurrence/\$500,000 aggregate*
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate*
Professional Liability	\$2,000,000 per occurrence*
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$4,000,000 per occurrence

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

MPS must be named as an additional insured under Contractor's commercial general liability insurance including product liability insurance and umbrella liability insurance. The certificate of insurance or policies of insurance evidencing all coverages must include a statement that MPS will be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this contract. Insurance companies must be acceptable to MPS and must have a current A.M. Best rating of A- or better.

Documentation of insurance in the form of Certificates of Insurance will be required to be submitted prior to the award of the contract. Documentation is not required at the time of RFP response. In your proposal, indicate whether or not you will be able to obtain the required coverages and meet the specified terms and conditions.

5.11 Indemnification

The Contractor will be required to defend, indemnify and hold harmless MPS, its agents, board members, officers, and employees ("indemnities") from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages and reasonable attorney fees. An indemnity's recovery is not limited due to the fact that MPS is named as an additional insured under any of the Contractor's insurance policies. The Contractor is solely responsible for any payment of any deductible or retention under its insurance policies.

5.12 Nondiscrimination

Contractors must not discriminate or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional/learning disability or event location. Contractors shall comply with all state and federal regulations.

5.13 Other Requirements

1. MPS has a Livable Wage policy that requires Contractors to pay their employees a minimum of \$7.70 per hour for any and all work performed directly or indirectly for MPS.
2. MPS encourages its Contractors to provide health and dental benefits to their employees.

3. Contractors and suppliers are obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, gender, age or socioeconomic status. This obligation includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. Contractors and suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.
5. Contractor stipulates that any purchase of apparel in excess of \$5,000.00 will be manufactured only by responsible manufacturers and any subcontract will contain this same requirement.
6. The Contractors certifies that neither the vendor, its principals; its sub-recipients or their principals; or any subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689.
7. Contractors are advised that all District contracts are subject to all legal requirements contained in the District Purchasing Policy (3.09) and state and federal statutes. When conflicts between the RFP and other legal requirements occur, the highest authority shall prevail.
8. If HUB participation is required, vendor must submit a HUB Affidavit of Payment form with each invoice to MPS. This form identifies activity and payment information for each HUB vendor being utilized. Payment will not be processed without this form, and it must be approved by DDCE.

APPENDIX A

REQUEST TO DESIGNATE INFORMATION AS “CONFIDENTIAL” OR “PROPRIETARY”

The attached material submitted in response to RFP 644 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Statutes., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Statutes as follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

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

We request that the following pages not be released

<u>Section</u>	<u>Page #</u>	<u>Topic</u>
-----------------------	----------------------	---------------------

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality or proprietary, and agrees to hold Milwaukee Public schools harmless for any costs or damages arising out of Milwaukee public schools agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. Milwaukee Public Schools considers other markings of confidential or proprietary in the bid/proposal document to be insufficient. The undersigned agrees to hold Milwaukee Public Schools harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Signature of Authorized Representative: _____

Name and Title of Authorized Representative: _____

Date: _____

APPENDIX B

HUB Utilization Plan

Page 1 of 2

The Prime Vendor should use this form when there is a HUB participation requirement listed in Section 1.5. The form documents how the HUB requirement will be met and will become a binding part of the contract. If you are a prime vendor who is also a HUB vendor and will be providing services to meet a HUB participation requirement, you must fill this section out. Prime HUB's must identify the actual percentage of service/product they will provide. Only the percentage of service/product actually provided by the HUB prime will count toward HUB participation.

If you are a prime vendor who is not a HUB, list any contractors or vendors you will employ or partner with to fulfill the HUB requirement.

THIS SECTION MUST BE FILLED IN COMPLETELY. FAILURE TO LIST ALL HUB CONTRACTORS OR VENDORS MAY RESULT IN YOUR RESPONSE BEING DECLARED INVALID AND REMOVED FROM CONSIDERATION. IDENTIFICATION OF A HUB FIRM HERE INFERS PRIME HAS SPOKEN WITH HUB VENDOR AND BOTH ARE IN AGREEMENT WITH CONTINGENT COSTS AND SERVICES LISTED BELOW:

GIVE THE FOLLOWING INFORMATION FOR EACH HUB VENDOR. ATTACH ADDITIONAL SHEETS IF REQUIRED.

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

PLEASE LIST TYPE OF WORK TO BE PERFORMED, WHICH MUST BE COMMERCIALY USEFUL TO THE SCOPE OF SERVICES OF THE RFP.

IS THIS A CERTIFIED FIRM? _____ Yes _____

No

(Include a copy of the current certification with your response)

CIRCLE WHICH TYPE OF FIRM: MBE, M/WBE, WBE, EBE, DBE, SBA-8A OR OTHER _____

DOLLAR AMOUNT OF HUB PARTICIPATION: \$ _____

PERCENT OF BID: _____ % Total HUB participation must be equal or greater than **0 %**

1. List the name, address, telephone number for the contact person of all HUB firms contacted to meet the HUB goals, excluding those listed above.
2. Please indicate any problems you had in meeting the HUB requirement for this RFP. Did you contact DDCE during preparation of this RFP?

The undersigned acknowledges that the HUB participation percentages are mandatory and failure to comply with them will render this bid response invalid and any contract made pursuant to it void.

This proposal is submitted by: _____
(Name of Bidder's Firm)

(Street Address) (City, State and Zip Code)

At Milwaukee, Wisconsin, this _____ day of _____ 2009

If a corporation, also answer the following:
Incorporated under the laws of which state? _____

AFFIX YOUR CORPORATE SEAL HERE: 

If you are incorporated outside of Wisconsin, are you licensed to do business in Wisconsin? _____

Print or type the name of the authorized signer:

Bidder Signature and Title:

APPENDIX C

Prime Vendor Information Sheet

Page 1 of 1

This form should be filled out by the PRIME vendor with prime vendor company information regardless of whether there is a HUB participation requirement listed.

Prime HUB's must identify, in Appendix B, the actual percentage of service/product they will provide. Only that percentage of service/product actually provided by the HUB prime will count toward HUB participation.

You are also encouraged to fill out additional forms for each of your subcontractors. The information in this appendix will be used for statistical reporting purposes only.

Are you a certified MBE firm? YES NO Certifying Agency

Are you a certified M/WBE firm? _____ YES _____ NO

Certifying Agency _____

Are you a certified WBE firm? YES NO Certifying Agency

Are you a certified SBA-8A, EBE, DBE firm? YES NO _____ Certifying Agency

Total number of all employees within your company: _____

Number of minority employees within your company: _____

Number of women employees within your company: _____

1. Please include a copy of each firm's [prime's and subcontractor's] Affirmative Action Statement.
2. Please provide the following information for each individual assigned as a team member on the MPS project (both prime vendor team and subcontractor team): Name, project assignment, ethnicity, gender, resident (r) or non-resident (nr) of Milwaukee, and hours/percent of project dollars.

<u>Name of Team Member</u>	<u>Project Assignment</u>	<u>Ethnicity</u>	<u>M/F</u>	<u>Resident/ Non-resident</u>	<u>% of Project Dollars</u>
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APPENDIX D

General Information About MPS Employee Benefit Plans

MPS health benefit expenditures for the July 1, 2008 – June 30, 2009 fiscal year were approximately \$216 million covering approximately 16,500 active and retired employees. This amount is net of retiree premium contributions which were \$11.7 million and net of Medicare D Employer Subsidy of \$3.4 million. The health benefits are provided through two self-funded plans, the MPS PPO/Indemnity Plan administered by Aetna, Inc. and the MPS Choice EPO Plan administered by United HealthCare. The retail and mail order pharmacy prescription drug benefits under the PPO/Indemnity Plan are carved out and administered by Medco.

These health plans are offered on a non-contributory basis to MPS employees. Effective with the most recent round of union contract settlements (2005 – 2006), there is a conditional employee premium contribution of 2.5% for those enrolled in the PPO/Indemnity Plan if the premium for this plan increases greater than 17%. To date, this conditional premium share has not been triggered.

MPS has a fully insured vision plan insured by AIG and administered by National Vision Administrators. This plan is not unbundled (not offered on a stand-alone basis) from the district's health plan. This vision plan is not included for retirees enrolled in the MPS PPO/Indemnity Plan but it is included for retirees enrolled in the MPS Choice EPO Plan.

MPS dental benefit expenditures for the July 1, 2008 – June 30, 2009 fiscal year were \$8.1 million. MPS offers two dental plans for employees (no retiree dental plan is offered). The self-funded indemnity dental plan is administered by Dental Blue. The staff model, fully insured dental maintenance (DMO) plan is through CarePlus. Employee premium contributions vary by labor unit and are listed in the district's open enrollment booklet.

MPS offers the Learn Good Health, Live Good Health wellness and care management program administered by SHPS and Staywell. This program is available to all employees and non-Medicare retirees, including spouses and dependents, enrolled in an MPS health plan. This program has been in operation since July 1, 2007 and is overseen by a joint labor management committee comprised of all 13 unions that represent essentially all of the district's full and part time employees.

MPS employees who retire on or after age 55 with least 15 years of service are eligible to continue their MPS health insurance, including their eligible dependents, for the rest of the retiree's lifetime. Generally, employees with 15 years of service who retire on disability pension with in the City or State pension are also eligible to continue MPS health insurance coverage for the rest of the retiree's lifetime. For most employee/retiree groups, the MPS health plans also offers continuation of coverage for the surviving spouse.

MPS subsidizes the cost of retiree health insurance for about 90% of the retirees who meet the eligibility requirement to have 70% or more of the maximum accruable sick leave as of the date of their retirement. The MPS subsidy for retiree health is that the Board will pay the premium rate in effect for the MPS PPO/Indemnity Health Plan as of the date of their retirement. MPS also reimburses Medicare retirees for their Medicare B premium up to the amount of their retiree subsidy. For those who meet the age and service requirements but not the accrued sick leave requirement, they are eligible to continue in the MPS health insurance plan on a self-paid basis.

MPS has filed and received approval for the federal subsidy for Medicare Part D Prescription Drug effective January 1, 2006 for the MPS PPO/Indemnity Plan (Medco) and the MPS Choice EPO Plan (United HealthCare). MPS is currently exploring other available options under the Medicare Modernization Act for the new Medicare Part D Prescription Drug Benefit.

MPS health insurance premium rates are as outlined in the MPS Open Enrollment booklet. Retirees under age 65 (i.e. non-Medicare retirees) are rated in the active employee group. Medicare retirees are rated as separate groups. The premium rate tiers are single and family and the Medicare groups based on single, couple and family as outlined in the MPS Open Enrollment booklet.

Employee benefit costs (excluding salaries) account for approximately one-fourth of the MPS \$1.1 billion budget. Fringe benefit costs represented 45.5% of salary costs in fiscal year 2002, 51% of salary costs in fiscal year 2003, 55% in fiscal year 2004 and 61% in fiscal year 2005 and 62.8% in fiscal year 2009. Most of the increases are due to the district's health insurance costs and the growth in the number of retirees covered under these plans.

The district's employee assistance program is administered by Aurora and is available to employees and family members residing in the household.

The Office of the City Attorney – City of Milwaukee provides legal services to MPS with regard to these MPS benefit plans.

The lead benefit related initiative in the 2009-2011 collective bargaining proposals is for the district to select the third party administrators for its benefit plans and to maximize competition to achieve sound, competitive long-term arrangements.

Appendices outlining additional information are as follows:

- Appendix H – 2008 Health and Dental Open Enrollment Booklet
- Appendix I - 2008 Open Enrollment Summary (November 1993 – 2008)
- Appendix J - Premium Rate History from 2008 - 2009
- Appendix K - Employee/Retiree Health Plan Enrollments
- Appendix L – Your MPS Wellness and Care Management Program brochure
- Appendix M – MPS Employee Assistance Program brochure

Any contract awarded as a result of this request for proposal will be for an initial one year period commencing possibly as early as October 1, 2009. Contract(s) may be extended for up to three additional one-year periods if agreeable to both parties and approved by the Milwaukee Board of School Directors. The district is seeking to award a contract for Project 1 on September 25, 2009.

APPENDIX E

Questionnaire

All questions are to be addressed and numbered in the order in which they appear herein. Failure to address all questions completely for each Project you submit a proposal for may result in your proposal being rejected.

A. Company Information and Company's Financial Stability

1. Provide a brief description of your company, including history; number of years it has been in business; type of services provided; legal status (i.e. corporation, partnership) and financial strength. Also include the name, address, telephone number, and title of the person whom the District may contact regarding your proposal.
2. Is your company affiliated with any other company, including any other company currently providing employee benefit services or insurance related services to MPS? If so, describe these affiliate relationships. "Affiliate" means owned by another company or owned by a common controlling shareholder of interest.
3. Are you licensed to do business in Wisconsin? Do you now hold all of the necessary licenses and registrations to perform the activities proposed?
4. Is there any pending litigation against your company that would affect the financial viability of your company and/or the ability of your company to perform the activities proposed? Explain.
5. Is your company or any of its officers, directors, partners, or principals now under indictment, court order, investigation, or order issued by any regulatory agency? Explain.
6. Please attach your audited reports or similar types of data for the past three years.
7. Outline the professional errors and omissions insurance your company carries which would cover the work proposed by this contract and what entities are covered under this insurance.
8. List your company's proven track record as well as the names of the individuals(s) you would propose MPS contact for references. You are required to provide three client references for each Project together with phone numbers and company names and addresses that you feel best represents the type of work you will be performing for MPS if you are awarded a contract.
9. Provide the names of all subcontractors and pertinent information regarding their experience and relevant references, including a separate Vendor Reference Data Sheet.

B. Qualifications/Experience/Expertise (If you are submitting a proposal on more than one project, identify and provide answers specific to each project.)

10. Are you able to provide all services for the Project you are submitting a proposal for as outlined in 1.2 Scope of Services Sought? If not, please list the services you are not able to perform.
11. Describe the experience and resources (including the analytical tools) your firm has in designing, implementing and evaluating programs and administrative capabilities of and locating "best in class vendors" (i.e. conducting the RFP process) for the following:
 - a. Third party administrator services and networks for self-funded PPO and EPO health plans including vision
 - b. Pharmacy benefit managers (integrated and carved-out) including transparent pricing
 - c. Third party administrator services and networks for self-funded dental plans
 - d. Employee assistance programs
 - e. Health and Productivity Management Programs that are integrated and include care/case/disease management and wellness/health coaching

12. Describe the expertise and resources your firm has in performing qualitative assessments of PPO and EPO networks and disruption analytics. Also please explain:
 - a. How many of these assessments does your firm typically do in a year
 - b. Have you recently performed one for the Milwaukee and Wisconsin areas and if so, please explain
 - c. Will your report include an analysis by major provider of the length of the contract as well as any other factors that would materially affect the projected savings
 - d. Will you certify your work product and will it be performed by an actuary. Please explain your answer in detail.
13. Describe the expertise and resources your firm has in performing qualitative assessments of the PPO and EPO networks and the medical management services in the areas of network adequacy, provider reimbursement method, quality management, case and utilization management and members rights and satisfaction. Also, please explain:
 - a. How many of these assessments does your firm typically do in a year
 - b. Have you recently performed one for the Milwaukee and Wisconsin areas and if so, please explain
 - c. Will your report include an analysis by major provider of the length of the contract as well as any other factors that would materially affect the projected savings
 - d. Will you certify your work product and will it be performed by a physician or clinician with supporting credentials. Please explain your answer in detail.
14. Describe your experience and expertise in the areas of negotiating vendor contracts for PPO and EPO health plans comparable to the MPS programs. Also include a description of your firm's experience working with transparency pricing modeling and strategies both in pharmacy and health management care/services.
15. Explain your experience in performing audits of the design setup and claim and customer service systems and workflows for the purpose of ensuring accuracy with client's benefit plan(s) and include an explanation of the types of plans.
 - a. How many of these assessments does your firm typically do in a year
 - b. Have you recently performed one for the Milwaukee and Wisconsin areas and if so, please explain
 - c. Have such audits been charged to the third party administrator
16. Explain your experience in assisting clients with conversions of self-funded health and dental plans to new third party administrators.
17. Explain your experience with integrating a health and productivity management program such as the MPS Learn Good Health, Live Good Health Program that is administered by separate vendor(s) with the health plan's third party administrators to ensure patient satisfaction, effective treatment and best in class service and outcomes. How did or would you handle potential duplication of services in the areas of case management and utilization management?
18. Explain your experience with integrating a health and productivity management program such as the MPS Learn Good Health, Life Good Health Program with a free standing employee assistance program. What are the essential elements of an employee assistance program that a customer like MPS should have for program effectiveness and sound outcomes.
19. Explain your experience in the design and implementation of performance guarantees for each Project and by Project component that you are submitting a proposal for.
20. Describe your experience and expertise in developing comprehensive health strategies for employers in a union environment.
21. Expertise and recent applicable hands-on experience in the subject matter area is required of the staff assigned to work on the MPS account. By Project, list the experience, expertise and qualifications of each member of the Project team you will be assigning. Attach biographies including years of experience, education, professional certifications and accreditations of those individuals in actuarial consulting activities who would be assigned to this account.

22. Indicate the name and position of the manager who would be assigned to this account. Is this manager responsible for handling other accounts? If so, describe.
23. Attach biographies including years of experience, education, professional certifications and accreditations of those individuals in actuarial consulting activities who would be assigned to this account.
24. Does your firm have access to or develops its own industry benchmarks, normative and trend data for health plans? If yes, please describe and answer the following additional questions:
 - a. How often is the trend data updated and made available to your clients?
 - b. Do you maintain trend data specific to public sector employers and/or the greater Milwaukee and/or Wisconsin
25. For each Project you are submitting a proposal for, include a list of major clients, a general description of the types of services provided, and the name, address, and phone number of three clients who may be contacted for references. Identify if the consultant(s) you are proposing worked directly on such projects for these clients and provide sample work product that shows your firm's ability to perform the required service and accomplish the objectives.
26. Summarize any additional information which you feel should be considered by MPS in making its decision. Include any elements of your package which you feel are unique and that will benefit MPS.

C. Responsiveness and Approach to Scope of Work and Work Plan (If you are submitting a proposal on more than one project, identify and provide answers specific to each project.)

27. Submit a work plan using the format in Appendix for each Project you are submitting a proposal for and describe in detail your approach to performing the activities and accomplishing the objective(s).
 - c. Include critical tasks, timeframes and resources
 - d. Outline the role you expect Milwaukee Public Schools will play during implementation
 - e. Document any critical assumptions you basing your work plan on
28. Describe in detail the approach you will undertake to assist the District in the conversion to a new vendor(s).
29. Describe in detail when MPS could expect recommendations for improvements in service and/or approach if you were awarded the contract.
30. Describe what best-practices that would be used by your company in providing the proposed services.
31. In your own words, communicate your understanding of the District's objectives for each Project and the services the District requires and the type of working relationship the District seeks to have with its benefit consultant(s).
32. If your firm is hired, describe how the consultant and the District's responsibilities will be shared by Project for any specific task.

D. Cost (If you are submitting a proposal on more than one project, identify and provide answers specific to each project.)

33. Specify all fees and charges related by each Project you are submitting a proposal for. In specifying fees, use a format that lists tasks to be performed, staff that will perform the tasks, number of hours required to complete the tasks, and total amount of fees for these tasks. (Note: Compile totals for all related tasks using a format in Appendix G Proposed Pricing Schedule).

34. Detail any additional charges or increased fees over and above the quoted schedule and specifically include any non-recurring start-up costs.
35. Indicate whether you will guarantee your proposed charges and hourly rates on a not-to-exceed basis for any 2nd and 3rd year extension of the contract.
36. MPS is seeking the successful vendor to propose meaningful and cost effective performance guarantees. Please outline the performance guarantees you will offer. Describe the evaluation tools you propose for measuring your performance on each Project.
37. MPS will not pay for services to correct errors made by vendor(s). Please explain in detail how your company absorbs these costs so that the customer is not billed for or ultimately pays for correction and rework of vendor errors.
38. How does your firm bill for computer time and related services?

Appendix F

Work Plan and Proposed Pricing Schedule

[illegible]

List significant assumptions for the project

Indicate hourly fees increases, if any, for years 2 and 3 of the contract

APPENDIX G

2008 Open Enrollment Insurance Summary

HEALTH PLAN ENROLLMENT SUMMARY

HEALTH PLANS Enrollment effective for:																Current Yr Change %	Current Yr Change # of Enrols
	Nov-94	Nov-95	Nov-96	Nov-97	Nov-98	Nov-99	Mar-01	Nov-01	Nov-02	Nov-03	Nov-04	Nov-05	Nov-06	Nov-07	Nov-08		
BCBSUW PPO/Aetna 3/01	8,876	9,131	9,572	9,962	10,361	10,477	12,100	12,268	13,790	13,769	15,436	12,475	12,432	12,173	12,089	-0.69%	-84
FAMILY HEALTH PLAN	1,614	1,625	1,608	1,609	1,598	1,558	0	0	0	0	0	0	0	0	0	0.00%	0
COMPICARE ***	2,391	2,419	2,436	2,546	2,612	2,742	2,801	2,941	0	0	0	0	0	0	0	0.00%	0
UNITEDHEALTH-CARE****	2,023	2,108	1,948	2,907	2,142	2,204	1,818	1,950	3,831	3,554	3,488	4,224	4,117	4,238	4,339	3.11%	131
MAXICARE*	129	122	115	0	0	0	0	0	0	0	0	0	0	0	0	0.00%	0
TOTALS	15,033	15,405	15,678	16,115	16,713	16,992	16,919	17,159	17,621	17,323	18,928	16,889	16,546	16,381	16,428	0.26%	
Total Plan Growth Per Year	#REF!	372	274	436	558	289	-63	240	482	-298	-387	-227	-150	-168	47		

DENTAL PLANS Enrollment effective for:																Current Yr Change %	Current Yr Change # of Enrols
	Nov-94	Nov-95	Nov-96	Nov-97	Nov-98	Nov-99	Mar-01	Nov-01	Nov-02	Nov-03	Nov-04	Nov-05	Nov-06	Nov-07	Nov-08		
FIRST COMMONWEALTH**	1,443	1,406	1,528	1,569	1,563	1,570	1,183	1,170	0	0	0	0	0	0	0	0.00%	0
CAREPLUS	4,331	4,470	4,816	4,808	5,070	5,213	5,389	5,398	6,648	6,441	6,141	6,006	5,881	5,757	5,740	-0.30%	-17
BCBS	5,619	5,703	5,477	5,509	5,755	5,832	5,975	5,914	6,248	5,894	5,713	5,427	5,244	5,114	5,130	0.43%	22
TOTALS	11,393	11,579	11,823	11,886	12,419	12,615	12,548	12,482	12,896	12,435	11,854	11,433	11,105	10,871	10,876	0.05%	
Total Plan Growth Per Year	#REF!	218	41	263	553	196	-87	-66	414	-481	-581	-421	-328	-234	5		

* Contract cancelled effective 11/01/97

** Formerly Smileage; Then name changed to FCW; Then FCW contract cancelled 11/1/02

*** Compriam contract cancelled 11/1/02

**** Formerly PrimeCare; LHC HMO changed to UHC MPS EPO 7/1/03

Aetna 3/1/01

I:\Open Enrollment\November 1, 2008\Open Enrol Ins. Summary DB.xls 10/27/2008 4:42 PM

APPENDIX H

MILWAUKEE PUBLIC SCHOOLS - HEALTH PLAN COST

2009/2010 FISCAL YEAR

MONTHLY HEALTH PLAN RATES INCLUDING VISION COMPONENT

EFFECTIVE 7/1/09

		7/1/2008	7/1/2008	%
		Rates	Rates	Change
Active Ees	Single	\$4.95	\$4.95	0.00%
	Family	\$12.03	\$12.03	0.00%
Retirees	Single	\$7.28	\$7.28	0.00%
	Family	\$14.57	\$14.57	0.00%

Note: Vision applies to Astra Active and UHC/EPO Active and to UHC/EPO Retirees

RATES MONTHLY HEALTH AND VISION PLAN RATES	SINGLE 001	FAMILY 003	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE
			SINGLE W/O MED. 001 R	FAMILY W/O MED. 003 R	SINGLE W/MED. 004	COUPLE 2 W/MED. 005	COUPLE W/MED. 006	FAMILY 1 W/MED. 007	FAMILY 2 W/MED. 008	FAMILY 3 W/MED. 009	SINGLE W/MED. B A	COUPLE 2 W/MED. B B	COUPLE 1 W/MED. B C
AETNA	090.10	1985.46	885.17	1973.49	379.60	759.32	1272.03	1458.92	946.40	1936.86	628.24	1258.45	1511.58
UHC	522.23	1370.55	524.55	1370.09	415.33	822.67	935.88	1259.87	1146.68	1228.72	n/a	n/a	n/a

RATES MONTHLY HEALTH AND VISION PLAN RATES	SINGLE 001	FAMILY 003	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE
			SINGLE W/O MED. 001 R	FAMILY W/O MED. 003 R	SINGLE W/MED. 004	COUPLE 2 W/MED. 005	COUPLE W/MED. 006	FAMILY 1 W/MED. 007	FAMILY 2 W/MED. 008	FAMILY 3 W/MED. 009	SINGLE W/MED. B A	COUPLE 2 W/MED. B B	COUPLE 1 W/MED. B C
AETNA	851.42	1862.25	848.48	1870.22	362.57	726.13	1209.03	1386.33	902.43	1897.70	599.95	1199.89	1438.01
UHC	458.55	1188.06	468.87	1200.60	392.98	787.98	862.87	1135.72	1070.85	1174.59	n/a	n/a	n/a

% RATE CHANGE TO 2008 FY HEALTH AND VISION PLAN COSTS	SINGLE 001	FAMILY 003	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE	RETIREE
			SINGLE W/O MED. 001 R	FAMILY W/O MED. 003 R	SINGLE W/MED. 004	COUPLE 2 W/MED. 005	COUPLE W/MED. 006	FAMILY 1 W/MED. 007	FAMILY 2 W/MED. 008	FAMILY 3 W/MED. 009	SINGLE W/MED. B A	COUPLE 2 W/MED. B B	COUPLE 1 W/MED. B C
AETNA	8.49%	5.48%	6.22%	5.32%	4.71%	4.72%	6.28%	6.31%	4.87%	4.71%	4.72%	4.71%	5.12%
UHC	14.38%	14.40%	14.31%	14.37%	4.40%	4.40%	9.73%	10.93%	7.08%	4.43%	n/a	n/a	n/a

05/15/09

Health Plan 2008-2010
Effective 7-1-09

APPENDIX I

MPS HEALTH INSURANCE STATISTICS Plan Enrollment History - Total MPS Including Retirees

	11/1/1999	11/1/2000	11/1/2001	11/1/2002	11/1/2003	11/1/2004	11/1/2005	8/1/2006	11/1/2006	11/1/2007	11/1/2008
AETNA PPO/INDEMNITY											
Actives	6709	6422	7673	9404	9146	8634	7816	7593	7776	7482	7421
Under Age 65	836	1077	1129	1116	1229	1328	1222	1268	1153	1088	998
Over Age 65	2933	2968	3086	3236	3394	3478	3437	3459	3503	3603	3670
Total Retirees	3768	4043	4196	4362	4623	4904	4659	4717	4666	4691	4668
Sub-total	10477	10465	11869	13766	13769	13438	12475	12310	12432	12173	12089
UNITED HEALTHCARE HMO/EPO											
Actives	2015	1976	1654	3077	2847	2732	3238	3269	3046	3065	3109
Under Age 65	44	47	78	223	241	266	383	384	438	494	474
Over Age 65	145	180	216	521	466	447	605	628	634	699	756
Total Retirees	199	205	294	744	707	756	986	1012	1072	1153	1230
Sub-total	2204	2183	1948	3821	3554	3488	4224	4281	4117	4208	4339
COMP CARE HMO											
Actives	2436	2428	2343	0	0	0	0	0	0	0	0
Under Age 65	71	98	151	0	0	0	0	0	0	0	0
Over Age 65	236	241	437	0	0	0	0	0	0	0	0
Total Retirees	306	337	588	0	0	0	0	0	0	0	0
Sub-total	2742	2773	2931	0	0	0	0	0	0	0	0
FHP HMO											
Actives	1331	1248	0	0	0	0	0	0	0	0	0
Under Age 65	48	68	0	0	0	0	0	0	0	0	0
Over Age 65	180	188	0	0	0	0	0	0	0	0	0
Total Retirees	229	356	0	0	0	0	0	0	0	0	0
Sub-total	1560	1602	0	0	0	0	0	0	0	0	0
TOTAL											
Actives	12491	12062	11970	12481	11993	11366	11054	10962	10821	10537	10530
% change		-3.3%	-0.9%	4.3%	-3.8%	-5.2%	-2.7%	-1.7%	-0.4%	-2.5%	-0.1%
Under age 65	989	1288	1358	1539	1470	1595	1665	1642	1551	1542	1472
% change		29.1%	5.4%	-1.4%	9.6%	8.5%	0.6%	2.3%	-3.1%	-3.1%	-4.6%
Over age 65	3493	3553	3719	3757	3880	3966	4040	4087	4137	4302	4426
% change		1.7%	4.7%	1.0%	2.7%	2.7%	1.9%	1.2%	1.2%	4.0%	2.9%
Total Retirees	4491	4841	5077	5098	5333	5560	5645	5729	5728	5814	5898
% change		7.8%	4.9%	0.4%	4.6%	4.3%	1.5%	1.5%	0.0%	2.0%	0.9%
Total Active&Retiree	16982	16903	17047	17577	17323	16926	16699	16691	16549	16351	16428
% change		-0.3%	0.7%	3.1%	-1.4%	-2.3%	-1.3%	-0.6%	-0.3%	-1.0%	0.3%
% RETIREES OF TOTAL	26.4%	28.6%	29.8%	29.0%	30.8%	32.8%	33.8%	34.5%	34.6%	35.7%	35.9%
% TOTAL ENROLLMENTS BY PLAN TYPE											
PPO/INDEMNITY	81.7%	81.8%	71.4%	78.3%	79.5%	75.4%	74.7%	74.2%	75.1%	74.3%	73.8%
HMO/EPO	38.3%	38.2%	28.6%	21.7%	20.5%	20.6%	25.3%	25.8%	24.9%	25.7%	26.1%

1/4/09/Chris/Diane/McGowan/Janis 2003-2004/Health/Exhibits/Active vs. Ret. Health plan enrollments 1999-2007.xls