



**Request for Proposal
RFP 2016-20: Programmatic Audit**

Addendum 1

April 13, 2017

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1. INTRODUCTION

1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). By submitting a proposal, your organization agrees to the terms and conditions stated in this RFP.

Read this document and any attachments in their entirety and carefully, as they may contain binding provisions that affect your rights and obligations. You must comply with the instructions contained in this document. Responses to this RFP must be submitted to the Covered California contact noted in Section 1.3 below.

1.2 Key Action Dates

Bidders are advised of the key dates and times shown below and are required to adhere to them. All times noted in this document are Pacific Time (PT).

KEY ACTION DATES

Request for Proposal Release Date:	April 11, 2017
Questions Due Date and Time:	April 20, 2017 by 3:00PM PST
Responses Posted By:	May 4, 2017
Proposals Due Date and Time:	May 18, 2017 by 3:00PM PST
Notice of Intent to Award:	Week of June 5, 2017
Estimated Term Dates:	July 1, 2017 to June 30, 2018

1.3 Contact

For questions regarding this Request for Proposal (RFP), please:

E-mail address: HBEXSolicitation@covered.ca.gov

(For all communications, subject line must include: RFP 2016-20 Programmatic Audit)

Covered California
Business Services Branch/Sheryl Brewer
1601 Exposition Blvd.
Sacramento, CA 95815

Phone calls will not be accepted.

1.4 Contract Amount

Responses shall not exceed \$275,000 in total costs. Responses that exceed this amount will not be considered for selection.

It is currently expected that the estimated funding for the contract will not exceed approximately \$275,000 per year for the term of the contract including extensions, if any.

Funding is subject to annual budget approval by the Covered California Board of Directors. If full funding does not become available, Covered California may terminate or amend the contract to reflect reduced funding and reduced deliverables.

1.5 Contract Term

The initial term of the contract shall be for one year, from July 1, 2017 through June 30, 2018. The contract term is subject to change.

The resulting contract will be of no force or effect until signed by both parties. Performance shall not commence until a valid contract has been executed between the successful Bidder and Covered California. Covered California will not pay for any services performed prior to the execution of a valid contract.

1.6 Contract Amendment

Covered California may, in its sole discretion, extend the term of the contract for two additional consecutive audit years for the same type of services and the same amount as set forth in this solicitation.

If mutually agreed upon by Covered California and the Contractor, the contract may be amended to include additional funding at the same rates provided in the Bidder's original proposal.

1.7 Bidders' Questions

Bidders must submit any questions regarding this RFP by the due date and time specified in the Key Action Dates table in Section 1.2. Only email questions addressed to the contact person listed in Section 1.3 will be accepted. Bidders must provide sufficient specific information to enable Covered California to identify and respond to their questions. When submitting questions, please reference the RFP number.

Responses to questions received during the Bidder Question time period shall be posted on the website at <http://hbex.coveredca.com/solicitations/>. Bidders who fail to report a known or suspected problem with the RFP or who fail to seek clarification or correction of the RFP do so at their own risk.

In its sole discretion, Covered California may contact a Bidder to seek clarification or additional information regarding any question received.

1.8 Submission of Final Proposals

1. Bidders' Cost: Costs for developing proposals and attending Bidder Conferences are entirely and solely the responsibility of the Bidder and are not chargeable to Covered California.
2. Completion of Proposals: Proposals must be complete in all respects and contain all required items as described in the requirements established within this RFP, its attachments, and any written responses to questions or amendments posted by Covered California on its website. A Final Proposal may be rejected by Covered California, in its sole discretion, if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected by Covered California if any defect or irregularity constitutes a material deviation from the RFP requirements as determined by Covered California, in its sole discretion.
3. False or Misleading Statements: Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the proposal, or was included in Covered California's sole opinion as a result of gross negligence attributable to the bidder, and the attribute, condition or capability is a requirement of this RFP, it shall be grounds for rejection of the proposal.
4. Errors: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Bidder shall immediately notify Covered California of such error by email to the contact in Section 1.3 and request modification or clarification of the RFP. Modifications or clarifications will be given by written notice posted on the website at <http://hbex.coveredca.com/solicitations/> without divulging the source of the request for modification or clarification. Covered California shall not be responsible for failure to correct errors or any Bidder's failure to regularly and timely check the website for changes.
5. Importance of Meeting Deadlines: Bidders are responsible and assume all risks for the delivery and receipt by Covered California of all submissions prior to the submission deadline. If a Bidder mails or otherwise ships the submission via a generally recognized approved transportation entity such as the U.S. Postal Service, Federal Express, United Parcel Service, etc. and provides Covered California with the entity's package tracking information and the tracking information indicates its delivery at Covered California by the submission deadline, the package will be considered to have arrived on time. U.S. Postal Service postmarks or other indicia of mailing of shipment, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted. The stated deadlines for submitting and receipt of all materials to Covered California will be strictly enforced. Submissions that are incomplete or received after the stated deadline may not be accepted and, if accepted, will not be reviewed.

6. Assessment of Proposals: All proposals will be assessed based on determining the “Best Value” in the sole opinion of Covered California and the selection, if made, will be made to a single Bidder. The Scope of Work (SOW), bidder’s proposal, and bid may, in Covered California’s sole discretion, be made a part of the resulting Contract.

1.9 Format of Proposals

This RFP requires Bidders to submit a Final Proposal that contains all required Administrative and Technical Attachments and Exhibits, and that is submitted in a sealed envelope or container when delivered to Covered California. The sealed package must be plainly and clearly marked on its face with: (1) the RFP number and title; (2) the Bidder’s name and address; and (3) the words “DO NOT OPEN”, as shown in the following example:

**RFP 2016-20: Programmatic Audit
Attention: Sheryl Brewer
Covered California
Business Services Branch
1601 Exposition Blvd.
Sacramento, CA 95815
DO NOT OPEN**

Bids not submitted under sealed cover may be rejected in the sole discretion of Covered California.

1. Copies Required

Provide one hardcopy marked “MASTER,” Insert three (3) additional hard copies marked “COPIES” and one CD-ROM. All copies requested must be identical to the MASTER including the CD-ROM. Each copy of the proposal must be complete, including all required attachments and documentations.

The digital copy, including all attachments and exhibits, must be provided in searchable text format (e.g., Microsoft™ Word®, searchable Adobe® PDF) and free of any password or encryption protection.

2. Narrative Format

- a. Narrative portions of proposal responses should be prepared so as to provide a straightforward, concise delineation of the proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.
- b. Bidders must follow the format requirements listed below for all narrative portions of the RFP. Failure to do so may result in an entire proposal or affected section not being read or evaluated, at Covered California’s sole discretion.

- 1) Use a Times New Roman, Arial, or Calibri font of at least 12-point size throughout. Exception: if a form is required by Covered California that contains a smaller font.
 - 2) Print all pages single-sided on letter size (8.5 by 11 inches) white paper with single line spacing, unless otherwise noted.
 - 3) Use one-inch margins at the top, bottom and sides.
 - 4) Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be reviewed or scored. It is not necessary to paginate the required forms.
 - 5) Place the Bidder's name in a header or footer on every page. If the Bidder's name is not already entered elsewhere on a completed certification or form, add it to a header, footer or signature block.
 - 6) Have a person who is authorized to bind the proposing entity sign each RFP attachment that requires a signature in **blue** ink. Signature stamps are not acceptable.
 - 7) Place the original signed attachments in the set marked "MASTER." Additional copies may have photocopied signatures on attachments and throughout the document.
3. All proposals must be based on and conform to the Model Contract provided with this solicitation as described in Exhibit A – Scope of Work, and the contract General Terms and Conditions provided in Exhibit C. Bidders should review the Model Contract in its entirety prior to submitting a proposal. Bidders must submit as part of their response any changes or exceptions to the Model Contract that they wish to negotiate. However, extensive or significant exceptions to the Model Contract may make the proposal non-responsive to the RFP if Covered California, in its sole discretion, determines that the proposed exceptions materially change the contractual relationship between the parties. Bidder proposed changes or exceptions must be documented via tracked changes to the documents contained in the Model Contract. All Model Contract changes or exceptions must be included in the Bidder Proposal at the time of submission. No additional exceptions may be presented during contract negotiations. Covered California reserves the right to reject all exceptions in the Bidder Proposal.

1.10 Covered California's Rights

1. Verification of Bidder Information

By submitting a proposal, Bidders authorize Covered California to:

- a. Verify any and all claims made by the Bidder including, but not limited to, verification of prior experience and possession of all other required qualifications.

- b. Check any and all references identified by Bidder, or any other resource known or identified by Covered California, to confirm the Bidder's business integrity and history of providing effective, efficient, competent and timely services.
2. Covered California may, in its sole discretion, modify the RFP prior to the bid submission deadline by the issuance of an addendum on the website listed at <http://hbex.coveredca.com/solicitations/>.
3. Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with all of the RFP's requirements.

1.11 Rejection of Proposals

Deviations may cause a proposal to be deemed non-responsive and not to be considered for award. Covered California may reject any or all proposals and/or may waive any immaterial deviation or defect in a proposal. Covered California's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or requirements and shall not excuse the Bidder from full compliance with the RFP specifications if awarded a contract.

FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.2 KEY ACTION DATES OR THAT ARE NOT SEALED, will remain unopened and, if delivery is accepted, will be maintained separately from proposals that have been timely received. Proposals received after expiration of the deadline may only be opened and considered upon written approval of Covered California's Executive Director or his/her designee specifying the reason(s) for acceptance and consideration of the untimely proposal.

Issuance of this RFP in no way constitutes a commitment by Covered California to award a contract. Covered California reserves the right to reject any or all proposals, or portions of proposals, received in response to this RFP, or to amend or cancel this RFP at any time. In the event of such cancellation, Covered California may reissue the RFP at a later date.

Covered California reserves the right to consider contractor's past performance with Covered California in its selection of a Bidder pursuant to this RFP.

1. Non-Responsive Proposals

A proposal may be deemed non-responsive and subsequently rejected if any of the following occur:

- a. A submission is received after the exact time and date set forth in Section 1.2 Key Action Dates for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements specified in Section 2, Minimum Qualifications.
- c. The Bidder fails to submit or fails to complete and sign any required Attachments as instructed in this RFP.

- d. The submission contains false, inaccurate or misleading statements or references.
 - e. The Bidder is unwilling or unable to fully comply with the proposed contract provisions.
 - f. The Bidder supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.
2. Business In Good Standing

Bidder acknowledges that when agreements are to be performed in the State of California by corporations or vendors, Covered California will verify, prior to awarding any State contract, the following information in order to ensure that all obligations due to the State are fulfilled:

Corporation in Good Standing

Covered California will verify with the California Secretary of State (SOS) that the Bidder is a corporation currently qualified to do business in California. The bid will be considered non-responsive if the Bidder is not listed with SOS.

“Doing business” is defined in California Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

Both domestic and foreign (those incorporated outside of California) corporations must be in good standing in order to be qualified to do business in California.

State Tax Delinquency

Covered California will verify with the California Franchise Tax Board (FTB) and Board of Equalization (BOE) that the Bidder is not on a prohibited list due to tax delinquencies. The bid will be considered non-responsive if the Bidder is on any of these lists.

The list established by FTB can be found at:

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

The list established by BOE can be found at: <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

1.12 Errors in Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, Covered California may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Covered California will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1. If the Bidder's intent, as determined by Covered California, is clearly established based on its review of the complete Final Proposal submittal, Covered California may in its sole discretion, correct an error based on that established intent.
2. Covered California may, in its sole discretion, correct obvious clerical errors.
3. A Bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid if it is received prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. A Bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the Bidder or an authorized agent. Bids may not be withdrawn subsequent to the bid submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

Covered California reserves the right to contact any Bidder at any stage of the proposal process to collect additional clarifying information, if deemed necessary and appropriate by Covered California.

1.13 Protest

For formal competitive solicitations, any protest properly submitted within five working days of the posting of the Notice of Intent to Award will be considered. All protests will be reviewed and decided by the Executive Director or his/her designee.

The following protest procedures shall be followed and apply to all formal competitive solicitations:

General

An unsuccessful bidder may protest the proposed award to another bidder by following the terms and conditions outlined below. The protestant challenging Covered California's proposed award bears the burden of proof.

Grounds

Protestant must cite the specific grounds for the protest and provide all facts and citations of law sufficient to support the protest and enable the Executive Director or his/her designee to make an informed, proper decision. Covered California will determine, in its sole discretion, if the protestant has demonstrated sufficient grounds to allow the protest to be heard. Abuse of the protest process by unsuccessful bidders for the purpose of securing confidential information about other bidders will be rejected by Covered California. The sole grounds for a protest are:

1. Protestant reasonably believes that Covered California has acted in an arbitrary and capricious manner; and/or
2. Protestant reasonably believes that Covered California committed an error in the bid process as stated in the solicitation that is sufficiently material to justify invalidation of the proposed award.

There shall be no basis for protest if Covered California rejects all bids or proposals.

Requirements for Protest

Protests must be submitted in writing, signed by an individual who is authorized to contractually bind the Bidder, and include all grounds and supporting facts and evidence upon which the protest is based, as well as all citations of law, rule, regulation or procedure upon which the protestant relies. Protests must be delivered to Covered California at the address indicated below by certified or registered mail or in person, in which case the protestant should obtain a delivery receipt. Protests must be received by Covered California no later than the close of business five days after the Notice of Intent to Award has been posted.

Protests must be mailed or delivered to:

Mailing Address:
Covered California
Attn: Peter Lee, Executive Director
1601 Exposition Blvd.
Sacramento, CA 95815

The Executive Director's or his/her designee's decision shall be final.

Terms of Protest

Scoring documents, evaluation and selection documents, other bidders' submissions or any other record created during the review of bids submitted in response to the RFP are not public records and are exempt from disclosure as public records pursuant to Government Code Section 100508(a).

A protestant who has demonstrated a legitimate ground for protest as described above may be provided limited access to certain relevant, non-public information regarding the RFP and Covered California's consideration of submissions in response to the RFP upon the protestant's execution of a Non-Disclosure Agreement provided by Covered California and the approval of Covered California's General Counsel or his/her designee. Trade secret, proprietary and confidential information will be redacted from any documents disclosed to protestant as part of the protest process.

1.14 Disposition of Bids

Upon bid opening, all documents submitted in response to the RFP become the property of the State of California.

1.15 Contract Execution and Performance

Performance shall begin no later than the date set forth in the RFP by Covered California and after the contract is fully executed, unless a later date is mutually agreed upon by Covered California and the Contractor. Notwithstanding any other provision, should the Contractor fail to commence work on the agreed date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In such an event, the Contractor shall be liable to Covered

California for the difference between the Contractor's bid price and, if greater, the actual cost of performing the work by a replacement contractor.

All performance under the contract shall be completed before the termination date of the contract, unless an earlier date is specified in the contract.

1.16 Subsequent Solicitation

If at any time during negotiation of an agreement with the successful Bidder, Covered California determines it is not able to reach an agreement with the successful Bidder, Covered California may, in its sole discretion, terminate the negotiations and engage the next-highest-ranked bid without performing a subsequent solicitation.

1.17 Addition or Subtraction of Services

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the SOW may be modified prior to contract award to add or remove services through an addendum. If the date and time for submission of Final Proposals has passed as of the time the addendum is posted, and bids have been received, Covered California, in its sole discretion, may restrict responses to the modified SOW so that only entities that submitted timely bids in response to the initial RFP may respond to the addendum.

1.18 News Releases and Social Media

By submitting a Final Proposal, Bidders and the selected Contractor agree that they will not issue news releases nor make statements to the news media or through social media channels pertaining to this RFP, their proposals, the contract, or work resulting therefrom, without first obtaining prior approval from Covered California.

2. PROJECT TEAM QUALIFICATIONS

Covered California seeks a team with experience and knowledge of the process outlined in this RFP and the Model Contract Exhibit A – Scope of Work. Bidder must demonstrate that project team members assigned to the project possess the experience, education, knowledge and skills required to perform the work described in this RFP.

2.1 Project Team Minimum Qualifications

The minimum required qualifications for Bidders include:

1. Be a ~~licensed Certified Public Accountant (CPA)~~ audit organization that can practice in the State of California.
2. Have five years of experience with conducting program compliance audits in accordance with the Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, also known as the Yellow Book standards.

2.2 Project Team Desirable Qualifications

Covered California is seeking a **CPA** audit organization with the following desirable skills:

1. Be knowledgeable of the Affordable Care Act and its implementing regulations, including reporting requirements.
2. Have five years of experience in providing similar auditing services to government agencies.

2.3 Reassignment of Personnel

1. The Contractor shall not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel; however, the negotiated rate shall not exceed the hourly rate stated in the contract.
3. Covered California reserves the right to require a Contractor employee to be removed from performing any work on the contract and on written notice to the Contractor, the Contractor shall assign an acceptable substitute employee.

3. SCOPE OF WORK

3.1 Background

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (ACA), California became the first state to enact legislation to establish a qualified health benefit exchange. The California state law is referred to as the California Patient Protection and Affordable Care Act (CA-ACA).

The goals and objectives of Covered California are to:

- Reduce the number of uninsured Californians by creating an organized, transparent marketplace for Californians to purchase affordable, quality health care coverage to claim available federal tax credits and cost-sharing subsidies, and to meet the personal responsibility requirements imposed under the federal act (ACA);
- Strengthen the health care delivery system;
- Serve as an active purchaser, including creating competitive processes to select participating carriers and other contractors;
- Require that health care service plans and health insurers issue coverage in the individual and small employer markets and compete on the basis of price, quality, and service (and not on risk selection); and

- Meet federal and state law requirements, guidance and regulations.

Covered California is an independent public entity within California State Government. It is governed by a five-member board appointed by the Governor and Legislature.

Covered California works in close partnership with:

- The Department of Health Care Services, which oversees and administers California's Medicaid Program (Medi-Cal) and other specifically-focused health programs;
- The two agencies that regulate health insurance in California, the Department of Managed Health Care and the Department of Insurance; and
- A broad range of stakeholders whose constituencies may be impacted by health care reform.

For additional information on Covered California, please refer to the consumer website at: www.CoveredCA.com.

3.2 Purpose

The purpose of this RFP is to solicit proposals from qualified Bidders to perform a programmatic audit for the calendar year ending December 31, 2017, with the Exchange's option to extend the contract for calendar years ending December 31, 2018, and December 31, 2018 in order for Contractor to perform the programmatic audit for those respective years. The audit will be conducted in accordance with the Generally Accepted Government Auditing Standards (Yellow Book). This programmatic audit will assess Covered California's compliance with Title 45, Code of Federal Regulations (45 CFR) Part 155, Subparts C, D, E, and K for both the Individual Market and the Small Business Health Options Program (SHOP), and with the privacy and security standards stipulated at 45 CFR 155.260(a)(3).

Covered California reserves the right to retain the services of the organization resulting from this RFP to assist with other relative activities and related projects embarked upon by Covered California during the established contract period, or through a contract amendment. Contractor may only perform such relative activities and related projects so long as they fall under the Scope of Work as set forth in this solicitation.

3.3 Scope of Work

See attachment Model Contract Exhibit A – Scope of Work, for a detailed description of the services and work to be performed by the successful Bidder.

3.4 Contract Completion Criteria

The contract resulting from this RFP will be considered complete when Covered California has approved and accepted all assigned contract deliverables.

3.5 Deliverable Acceptance Criteria

1. Covered California reserves the right to review the deliverables following Contractor's delivery of each deliverable to Covered California to determine whether the deliverables conform to Covered California specifications and satisfaction. Covered California may either reject a deliverable if it fails to conform to the specifications and to Covered California's satisfaction or has defects (collectively, "errors"), or may accept each deliverable if it has no such errors ("acceptance"). Covered California shall have ten (10) business days from the receipt of the deliverable to either accept or reject the deliverable.
2. If Covered California rejects a deliverable, Covered California will notify the Contractor in writing by certified mail with the reason for the rejection and a list of deficiencies. The Contractor shall promptly correct the stated deficiencies and resubmit the deliverable within ten (10) business days of receipt of the written notice and list of deficiencies, unless an extension is requested in writing by the Contractor and approved by Covered California. Contractor shall respond to all of Covered California's comments, and as appropriate and necessary, incorporate such response into its resubmission of the deliverable.
3. Covered California shall again have the opportunity to review resubmitted deliverables within ten (10) business days and shall provide an acceptance of that deliverable or give a notice of continuing deficiency. If notice of a continuing deficiency is given, Covered California will provide the Contractor a detailed description of the deficiencies that continue. If Contractor fails to meet all criteria within the specified timeframes, Covered California reserves the right to modify timeframes as necessary (in Covered California's sole discretion) until Covered California is satisfied that all deliverables have been achieved as required by the Agreement or terminate this Agreement for cause.
4. In the event Covered California fails to review and accept or reject a deliverable within ten (10) business days of receipt, the Contractor shall notify Covered California of the late response and proceed with performance as if acceptance had been received from Covered California. However, such failure by Covered California to respond shall not constitute a formal acceptance of the deliverable by Covered California. If, in such circumstances, Covered California subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event shall the Contractor be entitled to any price increase due to the need to correct deficient deliverables as identified by Covered California.

Such reviews and resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under this Agreement, nor of any scheduled deliverable due date, nor any rights or remedies provided by law or through this Agreement.

5. As used in this section, the term “continuing deficiency” shall be limited to:
 - a. Inadequate resolution, in the reasonable judgment of Covered California, of the items raised during the previous Covered California review;
 - b. Related issues which were tied to or created by the method of resolving the previous Covered California comments;
 - c. Items which could not be thoroughly tested or reviewed by Covered California because of an inadequate, incorrect or incomplete deliverable, previously submitted, which was identified as inadequate, incorrect or incomplete by Covered California previous written comments; and
 - d. Omissions of parts of a deliverable.
6. Unless otherwise agreed upon by Covered California, Contractor shall not delay the resubmission of a previously rejected deliverable to include the introduction of new items identified by the Contractor during subsequent reviews. Any such new items, including those items which could have been identified by a thorough review of a previously submitted deliverable, shall be considered separately under the following review process. In such circumstances, Contractor shall introduce new items to Covered California for review, and if the parties mutually agree upon the material revision of a deliverable, the parties shall fairly consider and mutually agree as to the effect of the new items on the deliverable(s) or implementation schedules.
7. If deliverables are not submitted to the satisfaction of Covered California and Covered California terminates the contract, the Contractor may be held liable for any additional costs, including the costs of administration and rebidding of the work to be completed. Unless otherwise agreed upon by Covered California, in no event shall the Contractor be entitled to any price increase due to any rejections, delays, resubmissions, or agreed-upon modifications of deliverables pursuant to this Section.

3.6 Contractor’s Roles and Responsibilities

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person shall be

responsible for the overall project and the contact for all invoicing and Contractor staffing issues.

2. Provide written reports for review and approval by Covered California, and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If a substitution becomes necessary, the Contractor shall submit resumes for Covered California's review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by the Covered California Representative. Failure to obtain the required approvals or acceptable substitute staff may, in Covered California's sole discretion, result in termination of the contract.

3.7 Covered California's Roles and Responsibilities

Covered California shall:

1. Designate a Covered California Representative to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this RFP.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts (SME) to assist in the development of technical requirements.

3.8 Project Assumptions and Constraints

1. The Contractor's work hours shall be consistent with Covered California's key staff on-site, whose normal business hours are 8:00 AM to 5:00 PM PT, Monday through Friday, except for State holidays.
2. Overtime rates will not be reimbursed under the contract.
3. Travel will not be reimbursed under the contract.
4. Any modifications to tasks within Exhibit A – Scope of Work of the contract shall be defined, documented, and mutually agreed upon by the Contractor and Covered California's Representative prior to starting work on the modified task(s). Covered

California's Representative may refine or clarify the services deemed necessary to meet the needs of this project in accordance with Covered California's priorities.

5. Covered California and the Contractor shall be mutually obligated to keep open and regular channels of communication in order to ensure the successful performance of the contract. Both parties shall be responsible for communicating potential problems or issues to Covered California's Representative and the Contractor's project team manager, respectively, within 48 hours of becoming aware of the problem or issue.

3.9 Payment and Invoicing

If the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, Covered California shall have the option to either cancel this Agreement with no liability occurring to Covered California or offer an agreement amendment to the Contractor to reflect the reduced amount.

The Contractor may invoice Covered California only after the successful completion and acceptance of the contract deliverables. The Contractor may not invoice Covered California for any costs exceeding the maximum amount identified to complete a deliverable.

4. PROPOSAL RESPONSE CONTENT

Final proposal requirements include the following areas, each of which is described in detail in subsequent sections of this document:

1. Administrative Requirements
2. Understanding and Approach
3. Corporate Qualifications Summary
4. Project Team Experience
 - a. Staff Resumes
5. Past Projects Completed
6. Assumptions
7. Updated Model Contract
 - a. Using the Exhibit A – Scope of Work template, include revised Exhibit A with updated Scope of Work, using track changes.
 - i. Understanding and Description of the tasks to be performed (Work Plan).
 - b. Costs: Include revised Exhibit B – Budget Detail and Payment Provisions and Exhibit B, Attachment 1 – Cost Worksheet, using track changes.

Include Exhibit C with any proposed tracked changes to the General Terms and Conditions. Submission of Exhibits without tracked changes will constitute acceptance by the Bidder of the Exhibits as drafted.

4.1 Proprietary Information and Confidential Status of Responses

Any documentation submitted which has been marked “Proprietary” or “Trade Secrets” may be rejected.

4.2 Administrative Requirements

Final Proposals will be assessed on a pass/fail basis to verify compliance with all Administrative Requirements.

4.2.1 *All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP, and must include the following Administrative Requirements in this order:*

1. The “Proposal Cover Page” form (Attachment 1) completed and signed by a representative authorized to bind the bidding organization.
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers’ Compensation Liability Insurance.
4. Proof of Automobile liability, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by Contractor for services provided pursuant to this Agreement.
5. A signed Federal Debarment Certification (Attachment 2).
6. A completed certification form showing, upon contract execution, that the Bidder and applicable staff agree to provide a completed Title 10, California Code of Regulations, Chapter 12, Article 1, Statement of Economic Interests (Form 700) (Attachment 3). For more information, see the California Health Benefit Exchange Conflict of Interest Code: <http://hbex.coveredca.com/resources/>, and the Fair Political Practices Commission site: <http://www.fppc.ca.gov/>
7. A signed Payee Data Record form STD 204 (Attachment 4)

4.3 Technical Requirements

In addition to the Administrative Requirements, all Final Proposals must:

4.3.1 *Understanding and Approach*

Include a description of the Bidder’s understanding of the project’s goals, emphasizing the Bidder’s understanding of the objectives and the major activities that must be performed to complete the work. Discuss the Bidder’s strategy for providing the services outlined in the solicitation within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term. Include expectations of

all entities outside the Bidder's own team, if any. Provide any assumptions used to develop the response (No more than four pages).

4.3.2 Corporate Qualifications Summary

Describe and provide examples of the Bidder's overall capability and resources as they relate to the general requirements set forth in this RFP's Model Contract Exhibit A – Scope of Work, including the following:

1. Ability to manage the project and the risks involved.
2. Ability to complete projects on time and within budget.
3. Ability to provide quality deliverables.
4. Evidence of the Bidder's experience performing the services outlined in this RFP, including the total number of years the Bidder has been providing these services.

(No more than four pages).

4.3.3 Project Team Qualifications

Describe the qualifications of each member of the proposed project team. Identify the role each member is expected to play and describe the experience, education, knowledge and skills each possesses as they relate to their proposed role.

Bidder must identify the key staff that will be the points of contact for Covered California and the percentage of time that staff will be dedicated to the work detailed in the Model Contract Exhibit A – Scope of Work. (No more than four pages).

4.3.3.1 Resumes

Provide a resume of the relevant experience for each proposed project team member. For each experience cited on a resume, the resume must include:

1. Total Duration: Indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted;
2. Description of Specific Experience: A complete description of the relevant experience, including identification of the client, name of the project, roles and responsibilities of the individual, and types of services provided by the individual.

4.3.4 Past Projects Completed

Describe in a narrative up to five (5) projects the Bidder has completed in the last two years that relate to the tasks listed in Model Contract Exhibit A – Scope of Work (No more than four pages).

4.3.5 Assumptions

Document any assumptions the Bidder is making about the SOW, the responsibilities of the Bidder and Covered California, and any other issues relevant to the Bidder's offer and ability to do the work for the proposed cost (No more than four pages).

5. REVIEW OF FINAL PROPOSALS FOR AWARD AND SELECTION CRITERIA

5.1 Written Responses to this RFP will be evaluated in phases

Phase 1- Administrative Requirements. The Evaluation Team will review responses to the Administrative Requirements as more fully described in 4.2 above.

Phase 2 – Technical Requirements. The Evaluation Team will review the narratives describing understanding and approach, corporate qualifications, project team qualifications, resumes and past projects completed.

5.2 Interviews

After Phase 2, interviews may be conducted with up to three of the highest-rated Bidders. The number of Bidders interviewed and the decision whether to conduct interviews at all shall be within the sole discretion of Covered California. The specific staff to be interviewed will be agreed upon by Covered California and the Bidder at the time the interview is scheduled.

5.3 Evaluation Criteria

Evidence of extensive previous experience in similar complex efforts will receive significant consideration in the evaluation process, as will demonstrated experience related to the SOW.

The table below lists the evaluation categories and the weight each will carry in the overall evaluation of each proposal:

Scoring Criteria	Weight	Points
Administrative Requirements	Pass/Fail	N/A
Understanding and Approach	20%	200
Corporate Qualifications/Capacity	20%	200
Project Team Qualifications and Resumes	20%	200
Past Projects Completed	10%	100
Cost	30%	300
Totals	100%	1000

After application of the weighted evaluation criteria described above, the highest-rated proposal from a responsible Bidder shall be recommended for selection. If two or more of the highest-rated responses from responsible Bidders are evaluated as substantially equal following the application of the weighted evaluation criteria described above, the contract may be awarded to the responsible Bidder with the highest level of Small Business and Disabled Veteran Business Enterprise participation.

See Section 6 of this RFP for an explanation of the application of Small Business and Disabled Veteran Business Enterprise preference points.

The Covered California Evaluation Team will evaluate Bidder proposals in these areas:

1. Administrative Requirements
2. Understanding and Approach
3. Corporate Qualifications/Capacity
4. Project Team Qualifications
5. Past Projects Completed

5.3.1.1 Understanding and Approach

Scoring of this factor shall be based on the Evaluation Team's assessment of the Bidder's understanding of, and insight into, the challenges, issues and risks faced by Covered California as depicted in Model Contract Exhibit A – Scope of Work, and the feasibility, efficiency and expected effectiveness of the approaches offered by the Bidder to provide assistance to Covered California. Evaluators will assign scores based on information contained in the Bidder's Understanding and Approach Narrative described above in Section 4.3.1. The Evaluation Team will consider, in descending order of importance:

1. Quality of the Bidder's approach in addressing scope of responsibilities and activities, including how the Bidder will provide the flexibility to address issues as they arise, while maintaining a high level of quality in the approach;
2. Quality of the Bidder's approach to early identification of issues and risks, and how the approach will directly contribute to resolution and mitigation; and
3. Demonstrated understanding of the key characteristics of the project in general.

5.3.1.2 Corporate Qualifications/Capacity

Covered California seeks a vendor with significant corporate capacity to respond to Covered California needs for the duration of the contract, to support a high degree of qualified staff continuity, and to maintain a consistently high level of individual team member performance.

Corporate Description, Capacity and Background: Scoring of this factor will be based on the Evaluation Team's assessment of the Bidder's corporate resources, capacity and historical track record as they relate to the SOW. Evaluators will assign scores based on the Bidder's Corporate Qualifications narrative described above in Section 4.3.2.

5.3.1.3 Project Team Qualifications

Covered California seeks a team of highly-qualified, senior staff to provide high-level project management support services as depicted in Model Contract Exhibit A – Scope

of Work, combined with technical- or skill-based staff as described above in Section 4.3.3. The following describes the evaluation and scoring of key staff qualifications.

1. Project Team Experience and Credentials

Scoring of this factor shall be based on the Evaluation Team's assessment of the breadth, depth and relevance of each proposed team member's experience and credentials. Evaluators will assign scores based on information contained in the Project Team Qualifications narrative and Resumes. The Evaluation Team will consider, in descending order of importance:

- a. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the team members in the project engagement;
- b. Demonstrated capacity to perform at a high level in multiple areas of project management;
- c. General breadth and extent of experience, as indicated by the number of projects and duration of individual involvement in each;
- d. Relevance of experience as indicated by the scope and subject matter of project experience; and,
- e. Relevance of education, training, and certifications.

5.3.1.4 Past Projects Completed

Scoring of this factor shall be based on the Evaluation Team's assessment of the breadth, depth and relevance of past projects to the requirements detailed in Model Contract Exhibit A – Scope of Work, as well as corporate resources and capacity as indicated by the characteristics of projects previously completed. Evaluators will assign scores based on information contained in the Past Projects Completed narrative. Scoring may also be based on Bidder's performance in past contracts with Covered California.

5.3.2 Scoring Criteria

Evaluators will assign technical points to all categories using these scoring criteria:

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success	Score
Excellent	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High	10.0
Good	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High	7.5
Acceptable	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair	5.0
Marginal	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses or deficiencies	Significant	Significant	Poor	2.5
Unacceptable	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses or deficiencies	Needs major revision	Needs major revision	None	0

5.4 Cost Score

Cost (300 points)

Each Bidder's cost score will be calculated using the ratio of the lowest cost proposal to the Bidder's cost, multiplied by the maximum number of cost points available (300 for this example), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

Example: Refer to the table below for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Cost Evaluation and Scoring Methodology (Example only)

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 300$	225
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 300$	257
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 300$	300

6. PREFERENCE PROGRAMS

6.1 Small Business (SB) Preference

This RFP does not require Bidders to meet a minimum SB participation percentage or goal. Participation in this program is optional. However, if Bidders use subcontractors, Bidders are encouraged to subcontract with SBs.

Section 14835, et seq. of the California Government Code (GC) requires a 5% preference be given to Bidders who qualify as a SB. The rules and regulations pursuant to this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations (CCR's), Title 2, Section 1896, et seq. The SB preference is for California-based Certified SB's (CCSB) only.

A Bidder claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more CCSB. Certification must be obtained no later than 3:00 PM on the bid due date.

The incentive is applied in determining the lowest monetary bid or best value by reducing the qualified Bidder's price by the amount of the incentive as computed on the lowest price submitted by a responsive Bidder. This reduction is applied solely for evaluation purposes.

The preference is used only for computation purposes to determine the winning Bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the preference is awarded to the small business, microbusiness or non-small business for the actual amount of the proposal.

If a Bidder is currently certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, or any city, county, federal, etc. certifying office, only a copy of that certification is required.

For more information on the requirements of, and how to obtain, SB and DVBE certification, visit the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

During the Contract term, the Contractor's SB compliance will be calculated on the completed work as verified by an audit of the Contractor's invoices and Contractor's payments to designated subcontractors.

If the Bidder or proposed subcontractor possesses a Small Business Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5 with its proposal package.

6.2 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Incentive

This RFP does not require Bidders to meet a minimum DVBE participation percentage or goal. Participation in this program is optional. However, Bidders are encouraged to subcontract with DVBEs.

Pursuant to Military and Veterans Code Section 999.2, each State department has a participation goal of not less than 3% for disabled veteran business enterprises. These goals apply to the overall dollar amount expended each year by the awarding department.

Covered California recognizes disabled veterans for their service by establishing a DVBE Participation Program. The program is intended to further veterans' participation in Covered California contracting, promote competition and encourage greater economic opportunity. Covered California determines whether to include DVBE participation requirements in specific solicitations based on the availability of contracting or subcontracting opportunities within the scope of services of the particular contract.

A Bidder may achieve participation by qualifying as a DVBE or by contracting with DVBE subcontractors. DVBEs must perform a commercially useful function, related to the bid specifications as required by Military and Veterans Code section 999 (b)(5)(B).

In order to encourage DVBE participation, Covered California will apply a DVBE incentive as follows:

<u>Confirmed DVBE Participation</u>	<u>DVBE Incentive</u>
5% or More	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

The incentive is applied in determining the lowest monetary bid or best value by reducing the qualified Bidder's price by the amount of the incentive as computed on the lowest price submitted by a responsive Bidder. This reduction is applied solely for evaluation purposes.

If the Bidder with the lowest monetary bid or best value, prior to application of the incentive, is a California-certified small business, only other certified small businesses will be eligible to receive the Small Business incentive bonus. If after application of incentives, two or more responsive bids tie for lowest monetary bid or best value, the contract may be awarded to the responsible Bidder with the highest level of DVBE participation, if it is determined that the bid provides the Best Value to the State.

During the Contract term, the Contractor's DVBE compliance will be calculated on the completed work as verified by an audit of the Contractor's invoices and Contractor's payments to designated subcontractors.

If the Bidder or proposed subcontractor possesses a Disabled Veteran Enterprise Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5, and Disabled Veteran Business Enterprise (DVBE) Declaration – Attachment 6 with its proposal package.

6.2.1 Commercially Useful Function

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs who perform a Commercially Useful Function (CUF) relevant to this solicitation may be used to satisfy the DVBE participation goal. The criteria and definition for

performing a CUF are below. When responding to this RFP, Bidders will need to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

CUF Definition California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of § 1896.61(f); is certified in accordance with § 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing CUF.

As defined in Military Veterans Code § 999, a person or an entity is deemed to perform a CUF if a person or entity does **all** of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted under normal industry practices.

A contractor, subcontractor or supplier will not be considered to perform a CUF if the contractor's, subcontractor's or supplier's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

6.3 Target Area Contract Preference Act (TACPA)

This RFP does not include TACPA preferences. However, during the RFP process, Bidders may apply for the preference. Bidders are encouraged to review the package carefully to ensure that their submittals conform to the program's preference requirements. See <http://www.pd.dgs.ca.gov/disputes/default.htm>.

If the Bidder wishes to take advantage of the TACPA preference program, the Bidder must complete and submit the Target Area Contract Preference Act Preference Request for Goods and Services Solicitations, Form STD 830 – Attachment 7 with its proposal package.

Attachments

Attachment 1: Proposal Checklist

Attachment 2: Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Certification

Attachment 3: Form 700 Statement of Economic Interest Certification

Attachment 4: Form STD 204 – Payee Data Record

Attachment 5: Form GSPD-05-105 – Bidder Declaration

Attachment 6: Form STD 843 – Disabled Veteran Business Enterprise (DVBE) Declaration

Attachment 7: Form STD 830 – Target Area Contract Preference Act (TACPA)

Attachment 8: Bidder’s Summary of Contract Activities and Labor Hours

Attachment 9: Proposal Checklist

Model Contract with Exhibits

Standard 213

Exhibit A – Scope of Work

Exhibit B – Budget Provisions

Exhibit B, Attachment 1 – Cost Worksheet

Exhibit C – General Terms and Conditions

Exhibit C, Attachment 1 – Resumes

Exhibit D – Privacy Addendum