



California Health Benefit Exchange

California Health Benefit Exchange HBEX 18: Request for Proposals

Tribal Community Mobilization

February 27, 2013

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1. INTRODUCTION

1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). To submit a proposal to provide the requested services, you must comply with the instructions contained in this document as well as the requirements stated in the Scope of Work (SOW), Contractor Response Guidelines, and Attachment 2-D: Cost Worksheet. By submitting an offer, your company agrees to the terms and conditions stated in this RFP.

This is a deliverables-based, fixed price contract for tribal community mobilization consulting services only.

Read this document carefully. The proposal due date is March 13, 2013 by 4PM. Responses to this RFP must be submitted to the California Health Benefit Exchange (Covered California) contact noted in Section 1.3 below.

1.2 Key Dates

Contractors are advised of the key dates and times shown below and are expected to adhere to them. All times noted in this document are Pacific Standard Time (PST).

KEY ACTION DATES

Request for Proposal Release Date:	February 27, 2013 before 4PM
Questions Due Date:	March 5, 2013 by noon
Response to Questions Due Date:	March 7, 2013 by 4PM
Proposals Due Date:	March 13, 2013 by 4PM
Notice of Intent to Award	March 27, 2013 by 4PM
Estimated Term Dates:	April 4, 2013 through April 3, 2014

1.3 Contact

Kelly Long
California Health Benefit Exchange
E-mail address: hbexsolicitation@hbex.ca.gov

560 J Street, Suite 290
Sacramento, CA 95814

Four copies of the Final Proposal are due by the stated deadline to the contact at the mailing address indicated in Section 1.3.

1.4 Bidder's Questions

Bidders shall submit any questions regarding this RFP by the due date specified in the Key Action Dates table in Section 1.2. Only e-mail inquiries addressed to the contact person listed Section 1.3 will be accepted. Bidders shall provide specific information to enable the state to identify and respond to their questions. When submitting inquiries, please reference this RFP number (HBEX18). At its discretion, Covered California may contact an inquirer to seek clarification of any inquiry received. Bidders that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP, shall submit a proposal at their own risk.

1.5 Submission of Final Proposals

1. Preparation: Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.
2. Bidder's Cost: Costs for developing proposals or attending Bidder conferences are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.
3. Completion of Proposals: Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal may be rejected 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 if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all items required in the RFP.
4. 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, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

Issuance of this RFP in no way constitutes a commitment by the State of California to award an agreement. Covered California reserves the right to reject any or all offers received if Covered California determines that it is in Covered California's best interest to do so. Covered California may reject any offer that is conditional or incomplete. Assumptions made by the Bidder in responding to this RFP do not obligate Covered California in any way. Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFP will be assessed based on

determining the “Best Value” and the selection, if made, will be to a single Bidder. The SOW and the offer will be made a part of the resulting Agreement.

1.6 Format of Proposals

This RFP requires Bidder(s) to submit a final phase proposal(s) that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope/container when shipped to Covered California by the dates and times shown in Section 1.2 Key Dates. The sealed package must be plainly marked with the (1) RFP number and title, (2) firm name and address, and (3) must be marked with “DO NOT OPEN”, as shown in the following example:

**RFP HBEX 18
Tribal Community Mobilization
Attention: Kelly Long
California Health Benefit Exchange
560 J Street, Suite 290
Sacramento, CA 95814**

Hardcopy proposals shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in an Covered California-designated central repository and remain the sole property of Covered California.

Bidder shall submit a minimum of four (4) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope/Container. In the bidder best interest, one (1) set should be titled as being the Master copy and the remaining three (3) as additional copies. Bidder shall also provide a CD ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies.

Bids not submitted under sealed cover will be rejected.

1.7 Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. Covered California may reject any or all proposals and 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 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 NOT SEALED, WILL BE REJECTED.**

1.8 Errors in Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, Covered California may, **AT ITS SOLE OPTION**, 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 review of the complete Final Proposal submittal, Covered California may at its sole option correct an error based on that established intent.
2. Covered California may at its sole option correct obvious clerical errors.
3. Covered California may at its sole option correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Proposal submittal, the Master Copy shall have priority over additional copies.
4. A bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
5. A bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
6. Covered California may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum to all parties.
7. Covered California reserves the right to reject any/all bids. Covered California is not required to award an agreement.
8. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
9. All proposals must be based on the Model Contract provided with this solicitation (Scope of work provided in Section 3, and contract General Terms and Conditions provided in Attachment 2). Proposing vendors must submit as part of their response any exceptions to the Model Contract that they wish to negotiate. Vendor exceptions must be documented in an attachment labeled "Proposal Contract Exceptions." All Model Contract exceptions must be included in the Vendor Proposal at the time of its submission. No additional exceptions may be presented during contract negotiations.
10. No oral understanding or agreement shall be binding on either party.

1.9 Protest

A protest may be submitted according to the procedures set forth below. If a vendor has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, according to Section 6.3 - Evaluation Criteria, and the proposer believes Covered California has incorrectly selected another proposer for the award, the proposer may submit a protest

of the selection as described below. Protests regarding selection of the “successful proposer” will be heard and resolved by Covered California’s Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five business days after vendor selection. Protests must be mailed or delivered to:

Mailing Address:
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
560 J Street, Suite 290
Sacramento, CA 95814

1.10 Disposition of Bids

Upon bid opening, all documents submitted in response to this RFP will become the property of the State of California, and subject to Government Code 100508, at Covered California’s sole discretion, may be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

1.11 Agreement Execution and Performance

Performance shall start no later than the express date set forth in the RFP by Covered California after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to Covered California for the difference between Contractor’s bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agency contract agreement.

2. MINIMUM QUALIFICATIONS

2.1 Respondent's Minimum Qualifications

The individual identified in this Statement of Work must have knowledge in the following areas:

1. Federal and state law and regulations, including the Affordable Care Act, as they impact American Indian/Alaska Native (AI/AN) communities
2. AI/AN health care system; Urban and Tribal health care programs
3. Health policy and program research and analysis
4. Meeting/event facilitation and planning

2.2 Reassignment of Personnel

1. The Contractor shall not reassign personnel assigned to the Agreement during the term of the Agreement 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 Agreement. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the Agreement.

2.3 Requirement to File a Statement of Economic Interests

1. In accordance with Title 2, California Code of Regulations, Section 18701, the Contractor is required to complete a Statement of Economic Interests (Form 700) on an annual basis <http://www.fppc.ca.gov/index.php?id=500>
2. Contractor's Contract Manager and any professional-level employees and/or subcontractors engaged in performing the consulting tasks described in this Agreement shall complete and submit a Form 700 to Covered California Contract Manager.
3. On an annual basis during the term of this Agreement, the Contractor and the same individual and any new professional-level personnel or subcontractor must complete and return a new Form 700. All subsequent forms must be received before the expiration of the initial Form 700. Noncompliance shall be cause for termination of this Agreement.

3. SCOPE OF WORK

3.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to help inform and structure Covered California's policies as they relate to American Indian/Alaska Native (AI/AN) communities. Covered California strives to engage in consultation prior to finalizing policies impacting Tribes, and this proposal will create an efficient mechanism by which Covered California can receive technical expertise. The intent of this policy is to achieve the following:

1. The development of a partnership between Tribes, Tribal organizations, and Covered California in implementing the Affordable Care Act.
2. The incorporation of the special benefits and protections extended to Tribes under the Affordable Care Act into Covered California policies, business processes and systems.
3. The opening of communication channels for Tribes to raise issues with Covered California.
4. The maximization of participation of eligible American Indians in Covered California.

Covered California requires technical assistance to support policy analysis on the implementation of Tribal provisions. There are numerous Tribal policy issues which include, but are not limited to, the following:

1. Specific AI/AN benefits and protections
2. Application and enrollment process
3. Group purchasing and sponsorship of Tribal members
4. Indian Health Service, Tribal, Urban Indian Health (I/T/U) as providers in Covered California plans

Covered California reserves the right to retain the services of the organization resulting from this RFP to assist with other consultation activities and related projects embarked upon by Covered California during the established contract period, or through a contract amendment.

Read this document carefully. The Final Proposal due date is March 13, 2013 by 4PM. Responses to this RFP must be submitted to Covered California contact noted in Section 1.3.

3.2 Background

Under the Affordable Care Act (ACA), California received a Level 2 Establishment grant to support Covered California planning and implementation activities. Covered California

was created to improve the health of all Californians by assuring their access to affordable high quality health care. The Level 2 Establishment grant also included designated funds to support the process for implementing the unique AI/AN provisions of the ACA and to meet the Tribal consultation requirements outlined in federal guidance.

Covered California will consult with Tribal leadership representatives and confer with Tribal and urban health organizations at the earliest feasible opportunity, and endeavor to give both Tribes and Workgroup members adequate time to consider and respond to any proposals. Consultation will occur through formal annual meetings with Tribes, as well as through meetings specially requested by Tribal leaders. In addition to consultation, a Tribal Advisory Workgroup will help guide Covered California in development of policies impacting Tribes, Tribal health programs, and urban Indian health programs.

As implementation of Covered California proceeds, Covered California staff will need assistance to ensure that all of the provisions in the law that protect AI/AN and affect the Indian health care delivery system are anticipated and incorporated into policies, procedures, software systems, and promotional materials. Therefore, Covered California requires: technical assistance to develop a resource guide summarizing the law, regulations, and best practices; ad hoc policy and program analysis papers; a comprehensive contact list of Tribes, Tribal health programs, urban Indian health programs, and other state based Tribal organizations; research of other state and federally facilitated exchanges with regards to implementation of Tribal provisions; and the planning, organization, and facilitation of annual Tribal consultation and Tribal Advisory Group meetings.

3.3 Reference Documents

For additional information about the Covered California and previous solicitations, please visit: <http://www.healthexchange.ca.gov/Pages/Default.aspx>

3.4 Project Tasks

The following are general tasks for the purpose of Contractor proposal development. The Contractor is expected to include additional tasks required to deliver successful tribal community mobilization services. Note that each high level task results in one or more associated deliverables.

Covered California will pay the Contractor upon acceptance of the specified deliverables. Covered California will provide the Contractor with an Covered California Project Manager who will serve as the Contractor's primary point of contact on contract-related issues. The Contractor will work closely with Covered California's Director of Policy and other staff or contractors responsible for the successful implementation of the Tribal Community Mobilization Project.

Task One: Working with Covered California, the Contractor shall develop a resource guide and brief report summarizing the applicable laws and regulations arising from the Affordable Care Act. The guide will identify and provide the following:

1. Summary of AI/AN Affordable Care Act provisions, regulations, federal guidance, and other related laws impacting AI/AN specific to health insurance exchanges. The guide shall be organized by program area (Eligibility and Enrollment, Plan Management, Outreach and Marketing, etc.), with links to cited law, regulations, and other policy documents.
2. Pressing policy questions/gaps, Affordable Care Act state implementation options for Covered California to consider, the implementation options adopted by other states and federally facilitated exchanges, and the Contractor's recommended implementation option(s).
3. The guide shall also include a table of contents and appendix, and shall be available in both electronic and hard copy forms.

Task Two: Working with Covered California, the Contractor shall develop a comprehensive and regularly updated contact list of Tribal Leaders, Tribal health programs, urban Indian health programs, and other state based Tribal organizations.

Task Three: The Contractor shall, in collaboration with Covered California, research other state and federally facilitated exchanges' decisions for implementing Tribal provisions of the Affordable Care Act and related laws, regulations, and implementing policies. The Contractor will create an ongoing and regularly updated matrix of AI/AN policy decisions made by other state and federally facilitated exchanges.

Task Four: The Contractor shall assist Covered California in the planning, organizing, and facilitating of annual Tribal consultation. The Contractor shall provide the following:

1. Recommended agenda topics for consultation
2. Outreach and notification of the consultation to appropriate tribal entities
3. Arrangement of Tribal blessing and other appropriate traditions
4. Development of background materials and resources for Covered California staff presentations
5. Other duties, to be determined

Task Five: The Contractor shall assist Covered California staff in the planning, organizing, and facilitating of Tribal Advisory Workgroup meetings. The Contractor shall provide the following:

1. Meeting minutes and action items for Covered California and Advisory group members.
2. Other duties, to be determined

Task Six: Ad Hoc Requests

1. Upon the direction of Covered California, the Contractor shall conduct ad hoc tasks, including program and policy analysis and recommendations. Covered California shall identify the elements required for each ad hoc task. The Contractor shall provide recommendations regarding other data elements that need to be considered by Covered California for each ad hoc request. The Contractor and Covered California shall mutually agree upon the due date of any ad hoc deliverable.

Deliverable Due Dates:

<u>Deliverables</u>	<u>Due Date</u>
Develop a resource guide summarizing the applicable laws and regulations as the impact American Indians	06/01/2013
Develop a comprehensive contact list of Tribes, Tribal health programs, urban Indian health programs and other state based Tribal organizations	Initial contact list by 05/01/2013, and ongoing maintenance/updating
Research report of other state and federally facilitated exchanges implementation of Tribal provisions	Initial report by 07/01/2013, and ongoing maintenance/updating
Assist Covered California in the planning, organizing, and facilitating of annual Tribal consultation	Ongoing, as scheduled
The Contractor shall assist Covered California staff in the planning, organizing, and facilitating of Tribal Advisory Workgroup meetings	Ongoing, as scheduled

3.5 Contract Completion Criteria

This contract will be considered complete when Covered California's Project Manager has approved and accepted all assigned deliverables.

3.6 Deliverable Acceptance Criteria

All concluded work must be submitted to Covered California for review and approval or rejection. Payment for all tasks performed under this Statement of Work will be by deliverable. It will be Covered California's sole determination as to whether a deliverable has been successfully completed and is acceptable.

Throughout the contract, Covered California will review and validate deliverables prior to final acceptance. In addition, Covered California's Project Manager will verify and approve the Contractor's deliverable invoices. Signed acceptance is required from Covered California Project Manager to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable specific work was completed as specified and the final deliverable product/service was rendered.
2. Plans, schedules, designs, documentation, and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to Covered California.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

3.7 Solicitation Support Contractor Minimum Requirements

3.7.1 Contractor Qualifications

Contractors must demonstrate the minimum qualifications included in Section 2.1 of this solicitation.

3.7.2 Engagement Team Qualifications

Contractor must demonstrate that staff assigned to the project possess the experience, education, knowledge, and skills required to perform the SOW described in this RFP.

Covered California is seeking a team with experience and knowledge of, or experience in, the process of tribal consultation. At least one member of the proposed Engagement Team must possess knowledge and understanding of the following:

1. Knowledge of health care markets and ability to conduct competitive market analysis.
2. Knowledge of the California health care industry landscape.

3. Established relationship with Tribes.
4. Experience working with Tribal and Urban Indian health programs.

Desirable team member qualifications include:

1. Experience in developing deliverables based reports.
2. Experience working directly with California's Indian Tribes on health policy issues.
3. Experience in and knowledge of the health care sector, to include:
 - a. Private and public health care systems
 - b. Payers/managed care
 - c. Health insurance institutions and companies
 - d. Health plan qualifications
 - e. Health benefit plan comparison and modeling

3.8 Contractor Roles and Responsibilities

The Contractor is expected to:

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 for services. This person will be responsible for the overall project and will be the contact for all invoice 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. The Contractor will make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit a resume for review, in advance, of all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by Covered California's Project Manager. Failure to receive the required approvals may result in termination of the contract.

3.9 Covered California's Roles and Responsibilities

Covered California will:

1. Designate Covered California contact person (Project Manager) to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the agreement and

associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

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, including a desk and chair, internet connection, and access to printer, copier, and fax services.
6. Identify and provide access to Subject Matter Experts to assist with the elaboration of technical requirements, including any stakeholder groups providing input on health plan management and benefit plan design issues.

3.10 Project Assumptions and Constraints

1. The Contractor's work hours must be consistent with Covered California's key staff on-site. Covered California's normal business hours are 8:00 AM to 5:00 PM PST, Monday through Friday, except for standard holidays.
2. No overtime pay will be authorized for non-standard work hours.
3. Any modifications to tasks within the SOW of this contract will be defined, documented, and mutually agreed upon by the Contractor and Covered California's Project Manager prior to starting work on the modified task. Amendments to the contract for tasks within the SOW are limited to an extension of time or tasks directly related to solicitation management as outlined in this SOW.
4. Covered California's Project Manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to Covered California's priorities. Covered California and the Contractor must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
5. Covered California and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to Covered California's Project Manager and the Contractor's engagement manager, respectively, within 48 hours of becoming aware of the problem.

3.11 Contract Engagement Period

The term of this contract is April 4, 2013 through April 3, 2014, or until deliverables have been met; whichever is later.

3.12 Contract Amendment

Covered California may, at its discretion, extend the term of the contract for up to one (1) additional nine (9) month period, April 4, 2014 through December 31, 2014. If mutually agreed upon by the State and the Contractor, this Agreement shall be amended to include additional services and funding.

3.13 Multiple Contracts Awarded

Covered California may, at its discretion, award the services under this RFP to multiple Contractors to cover the various geographical regions across California.

3.14 Travel

Covered California will reimburse the Contractor at the rates in use by the State of California for its represented employees. Receipts will be required. Any travel deemed necessary for the project must be approved in advance by the Project Manager.

The cost of any travel must be included in the hourly rates specified in the Cost Worksheet submitted with the Contractor's Offer; it will not be separately reimbursed.

3.15 Payment and Invoicing

Payment to Contractor is contingent upon Covered California's receiving funding from the Federal government. Covered California shall bear no liability or responsibility for payment to Contractor, even for services provided and delivered, in the event payment to Covered California from the Federal government is delayed, suspended, or terminated.

Payment to the Contractor will be contingent upon final approval of each deliverable. This is a deliverable-based, fixed priced agreement. The hours projected for each identified deliverable will be used to assess the reasonableness of the Contractor's Offer. The Contractor may invoice Covered California only after the successful completion and acceptance of the deliverable. 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 are contained in the following areas that are described in detail in subsequent sections of this document:

1. Administrative Requirements
2. Understanding and Approach
3. Corporate Qualifications Summary
4. Staff Experience
 - a. Staff Resumes
5. Project Management and Approach
6. Assumptions
7. Updated Model Contract
 - a. Using the Exhibit A template (Attachment 2-B), include revised Exhibit A with updated Statement of Work
 - i. Understanding and Description of the Tasks to be Performed (Work Plan)
 - b. Costs: Include revised Exhibit B with Cost Worksheet (Attachments 2-C and 2-D)
 - c. Include Exhibits C, D, and E (Attachment 2-E through G) with track changes to Terms and Conditions. Submission of these Exhibits without track changes implies an acceptance to those Terms and Conditions.

4.1 Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” may not be accepted. All documents submitted in response to this RFP will become the property of the State of California. Government Code Section 100508(a)(1) exempts from disclosure under the Public Records Act all deliberative processes, communications, or portions of negotiations with entities contracting or seeking to contract with Covered California and entities with which Covered California is considering a contract. Included within the exemption are score sheets and proposals submitted by Vendors for purposes of competing for a contract. Covered California may, at its discretion, waive this exemption.

5. FINAL PROPOSAL REQUIREMENTS DETAIL

Final Proposals must contain all information required in this RFP and must conform to the format described.

5.1 Administrative Requirements

Final Proposals will be assessed to verify compliance with all Administrative Requirements.

5.1.1 All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP.

5.1.2 One (1) hard copy marked “Master”, three (3) additional hard copies, and one (1) electronic copy submitted on CD, shall include the following Administrative Requirements in this order:

1. A cover letter signed by a person authorized to bind the company which also includes the company’s certification number(s) for SB and/or DVBE (if applicable).
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers’ Compensation Liability Insurance.
4. A signed Payee Data Record form STD. 204 available at: www.documents.dgs.ca.gov/osp/pdf/std204.pdf.
5. A signed Federal Debarment Certification (Attachment 1-B).
6. A completed certification form showing, upon award of the contract, the Bidder/Contractor agrees to provide a completed Title 22, California Code of Regulations 1230000 Statement of Economic Interests, Form 700 (Attachment 1-D).
7. A completed Darfur Contracting Act Certification (Attachment 1-F).

5.2 Technical Response Requirements

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

5.2.1 Understanding and Approach

Include a description of your understanding of the project's goals, emphasizing your understanding of the objectives and the major activities that must be performed to complete the work. Discuss your strategy for providing a draft solicitation document within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term of April 4, 2013 through April 3, 2014. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response.

5.2.2 Corporate Qualifications Summary

Describe and provide examples of the company’s overall organizational capability and resources as they relate to the general requirements set forth in this RFP’s Scope of Work (SOW), including the following (maximum of eight pages):

1. Ability to manage the project and the risks involved with the project.
2. Ability to complete projects on time and within budget.
3. Ability to provide quality deliverables.

4. Evidence of the firm's experience performing the services outlined in this solicitation, including the total number of years the firm has been providing the services outlined in the SOW.

5.2.3 Engagement Team Qualifications

Describe the qualifications of each of the members of the proposed engagement team. Identify the role that each member is expected to play and describe the experience, education, knowledge, and skills each member possesses as it relates to their proposed role.

5.2.4 Resumes

Provide a resume of the relevant experience for each contractor staff person proposed. For each experience citation provided 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.

5.2.5 Project Management Approach

Describe the project management approach the Contractor proposes to take to accomplish the requirements outlined in the SOW on time and within budget, and for meeting customer quality expectations.

Identify the tools the Contractor proposes to use and the project management artifacts it will produce as part of managing this project (maximum of 15 pages, including charts).

5.2.6 Assumptions

Document any assumptions the Contractor is making about the SOW, the responsibilities of the Contractor and Covered California, and any other issues that are relevant to the Contractor's Offer and ability to do the work for the proposed cost. (Maximum of five pages)

5.2.7 Model Contract Response

The template for the model contract portion of the response is contained in Attachment 2. The Bidder will provide an updated statement of work using the tasks identified in Section 3. Exhibit A should be updated according to the understanding and approach using track changes and returned with the bidder's response.

Include a description of your understanding of the statement of work (Section 3). Emphasize your understanding of Covered California's objectives and the major activities that must be performed to complete the work. Describe the activities you will perform to complete the required work. Include your expectations of all entities outside your own team.

Provide a high-level work plan for this effort. The work plan must identify major activities, estimated start and end dates, and deliverable milestones. At a minimum, the work plan must map each primary task to a deliverable. The response must include any additional information that the Contractor deems necessary to explain how the Contractor intends to meet Covered California's requirements. Include the following as appropriate (maximum of 25 pages, including charts, tables, and graphs):

1. Overview of the required tasks and outcomes.
2. Description of how the tasks will be performed.
3. Work plan for each task.
4. Samples of work from other projects, or outlines of what deliverables are proposed for the required tasks.

Exhibit B is the budget and payment provisions portion of the contract. Using the cost worksheet, Attachment 2-D, bidders should update Exhibit B with this information where indicated in red italics text.

Provide costs by fiscal year in a table consistent with the one shown in Attachment 2-D. Provide hours by individual by week and/or total deliverable cost. Responses shall not exceed \$250,000 in total costs. Responses that exceed \$250,000 will not be considered for selection. Provide the cost per hour to be used as the basis for any additional work, should the agreement be amended as described in the General Provisions section of this RFP.

1. The Cost Worksheet has been provided as a Microsoft Word Document. Contractors are to complete the Worksheet using the provided template. List the tasks and deliverables outlined in your work plan. Identify each resource that will be assigned to a task, including the resource's hourly rate, the estimated number of hours that the resource is expected to expend on the task, the extended rate for that resource on that task, and/or total deliverable cost.

Each primary task is expected to result in one or more deliverables, but many sub-tasks may not be associated with a specific deliverable.

Exhibits C, D, and E are the standard terms and conditions between Covered California and all Contractors. Any changes to these terms and conditions should be made with track changes and submitted as part of the bidder's response. Submission of these Exhibits with no changes implies acceptance of these terms and conditions.

6. REVIEW OF FINAL PROPOSALS FOR AWARD/SELECTION CRITERIA

6.1 Written Responses to this RFP will be evaluated in three phases

Phase 1- Administrative Requirements. The Selection Team will review responses to the Administrative Requirements.

Phase 2 - Review of the understanding and approach, corporate qualifications, engagement team qualifications, resumes, and project management approach.

6.2 Interviews

After Phase 2, interviews may be conducted with up to three of the highest rated bidders. The exact number of bidders interviewed is entirely at the discretion of Covered California. The specific staff to be interviewed will be agreed upon between Covered California and the bidder at the time the interview is scheduled.

6.3 Evaluation Criteria

Evidence of extensive previous experience in similar complex, short deadline efforts will receive significant consideration in the evaluation process, as will demonstrated experience in tribal health policy analysis. Experience in Tribal consultation is highly desirable.

The table below lists the evaluation categories and the weights each will carry in the overall evaluation of each offer:

Criteria	Points
Administrative Requirements	100
Understanding and Approach	200
Corporate Qualifications	100
Engagement Team Qualifications and Resumes	100
Project Management and Approach	200
Cost	300
Totals	100

Preference Programs if applicable	Points
Small Business	250
DVBE Participation 5% or Over	50

DVBE Participation 4% to 4.99% inclusive	40
DVBE Participation 3% to 3.99% inclusive	30
DVBE Participation 2% to 2.99% inclusive	20
DVBE Participation 1% to 1.99% inclusive	10

The response that is most highly rated after applying the weighted evaluation criteria described above shall be recommended for selection. If two or more of the highest rated responses are evaluated as substantially equal after applying the weighted evaluation criteria described above, then the lowest cost response from among the substantially equal responses shall be recommended for selection.

6.3.1 Evaluation of Understanding and Project Management Approach, Contractor Qualifications, and Engagement Team Qualifications

Covered California Evaluation Team will evaluate Bidder proposals in the four areas of requirements:

1. Understanding and Approach
2. Corporate Qualifications
3. Engagement Team Qualifications
4. Project Management and Approach

6.3.1.1 Understanding and Approach

Scoring of this factor shall be based upon the Evaluation Team's assessment of the Bidder's understanding of and insight into the challenges, issues, and risks faced by Covered California in the tribal community mobilization project, 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 upon information contained in the Bidder's Understanding and Approach Narrative. The Evaluation Team will consider, in descending order of importance:

1. Quality of the Bidder's approach to addressing the tribal community mobilization 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 tribal community mobilization 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 tribal community mobilization projects in general.

Scores will be assigned in accordance with the rating scale shown below, Understanding and Approach Scoring Key.

Understanding and Approach Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Understanding and approach clearly demonstrates unusual insight and/or creativity.	200
Acceptable	No reservations or minimal reservations about bidder's understanding and approach.	100
Marginal	Material reservations about bidder's understanding and approach.	50
Unacceptable	Understanding of the project and client needs clearly deficient.	0

6.3.1.2 Corporate Qualifications

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

1. Corporate Description and Background: Scoring of this factor will be based upon the Evaluation Team's assessment of corporate resources, capacity, and historical track record as they relate to the tribal community mobilization project. Evaluators will assign scores based upon the bidder's Corporate Qualifications narrative. Scores will be assigned in accordance with the rating scale shown below, Corporate Qualifications Scoring Key.

Corporate Qualifications Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	High degree of confidence in corporate capabilities and resources.	100
Acceptable	No reservations or minimal reservations about corporate capabilities and resources.	75
Marginal	Material reservations about corporate capabilities and resources.	45
Unacceptable	Corporate capabilities and resources clearly inadequate.	0

6.3.1.3 Engagement Team Qualifications

Covered California seeks a team of highly qualified, senior staff to provide high-level project management support services on the tribal community mobilization project. The following sections describe the evaluation and scoring of staff qualifications.

1. Staff Experience and Credentials

Scoring of this factor shall be based upon 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 upon information contained in Resumes and Staff Experience Summary Forms. The Evaluation Team will consider, in descending order of importance:

- a. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the individual in the tribal community mobilization 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.

Scores will be assigned for each individual in accordance with the rating scale shown below, Engagement Team Qualifications Scoring Key.

Engagement Team Qualifications Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	A seasoned, senior individual, with demonstrated capacity to perform successfully as a high level project management Contractor in multiple areas on similar large, complex projects.	100
Acceptable	No reservations or minimal reservations about this individual's capacity to perform at a high level in the tribal community mobilization project environment.	75
Marginal	Material reservations about this individual's capacity to perform at a high level in the tribal community mobilization project environment.	45
Unacceptable	Demonstrated experience clearly inadequate or irrelevant.	0

6.3.1.4 Project Management and Approach

Scoring of this factor will be based upon the Evaluation Team's assessment of the breadth, depth, and relevance to the tribal community mobilization project requirements, as well as corporate resources and capacity as indicated by the characteristics of projects. Evaluators will assign scores based upon information contained in the Project Management and Approach narrative. Scores will be assigned in accordance with the rating scale shown below, Projects Completed or in Progress Scoring Key.

Projects Completed or in Progress Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Extensive, highly relevant corporate experience clearly demonstrated.	200
Acceptable	No reservations or minimal reservations about extent or relevance of corporate experience.	100
Marginal	Material reservations about extent or relevance of corporate experience.	50
Unacceptable	Extent of corporate experience clearly inadequate or irrelevant.	0

6.4 Cost Score

3. Cost (300 points)

Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (300), as shown in the calculation below:

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

Example: To help illustrate this process, refer to 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

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 300$	220
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 300$	257
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 300$	300

7. PREFERENCE PROGRAMS

7.1 Small Business Preference

Small Business Regulations: This RFP does not include a minimum Small Business (SB) participation preference. However, bidders are encouraged to sub-contract with SB.

1. Small Business Preferences: Bidders 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 California Certified Small Businesses (CCSB). Certification must be obtained no later than 5:00 p.m. on the bid due date.

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 of 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, and et seq. The SB preference is for California-based Certified SB only.

To claim the CCSB preference, which may not exceed 5% for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and DVBE Services (OSDS) by 5:00 p.m. on the bid due date (see Section 1.2) and be verified by such office.

7.2 Target Area Contract Preference Act (TACPA) / Enterprise Zone Act (EZA) & Local Agency Military Base Recovery Preference Request (LAMBRA)

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

1. See Target Area Contract Preference Act (TACPA) forms at: <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
2. See Enterprise Zone Act (EZA) forms at: <http://www.pd.dgs.ca.gov/edip/eza.htm>
3. See Local Agency Military Base Recovery Act (LAMBRA) forms at: <http://www.pd.dgs.ca.gov/edip/lambra.htm>

7.3 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Requirements

This RFP does not require bidders to meet the minimum DVBE participation percentage or goal. A bidder must complete and submit the **Bidder Declaration – Attachment 1-K** with its proposal package. Failure to complete and submit the required attachment as instructed may render the bid non-responsive. 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.

7.3.1 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 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.

Attachment 1

- 1-A: Proposal Checklist
- 1-B: Federal debarment, suspension, ineligibility and voluntary exclusion – certification
- 1-C: FORM 700 Statement of Economic Interest Certification
- 1-D: Staff Experience Form
- 1-E: Bidder Instructions
- 1-F: Payee Data Record
- 1-G: Darfur Certification
- 1-H: DVBE Declaration
- 1-I: Bidder Declarations
- 1-J, K, L: TACPA/EZA/LAMBRA

Attachment 2

- 2-A: Standard 213
- 2-B: Exhibit A – Scope of Work
- 2-C: Exhibit B – Budget Provisions
- 2-D: Exhibit B – Attachment 1, Cost Worksheet
- 2-E: Exhibit C – General Terms and Conditions
- 2-F: Exhibit D – Special Terms and Conditions
- 2-G: Exhibit E – Additional Provisions
- 2-H: Exhibit F – Travel Reimbursement Information