



Request for Proposal
RFP 2019-07 Advertising and Marketing Services
Covered California™

Addendum #2 – September 23, 2019

Addendum #2 revises:

Document	Section	Page	Changes
RFP	I.N. Key Action Dates	9	Added dates
RFP	II.D. Stage 3: Financial Package and Oral Presentation	16	Added clarification of Model Contract Exhibits
RFP	IV. 2 B. 3 and 5	21-22	Clarifications of one inch margins
RFP	IV. E	24	Added clarification of Model Contract Stage 3 submission

RFP	IV. E. 1.e.	25	Added clarification of Model Contract Exhibits
RFP	VII. Exhibits Table of Contents	35	Clarified when Exhibits are due
Attachment 1	Proposal Checklist	1,3	Clarified when Exhibits are due
Attachment 5	Sections B. and C.	2-3	Deleted/added verbiage to clarify

TABLE OF CONTENTS

I. GENERAL INFORMATION

A.	Overview	3
B.	Contact.....	3
C.	Background	3
D.	Purpose.....	4
E.	Goals and Objectives	5
F.	Minimum Qualifications	6
G.	Contract Term	6
H.	Anticipated Funding	7
I.	Scope of Work.....	7
J.	Subcontractors	7
K.	Reassignment of Personnel	8
L.	Nonexclusive Rights.....	8
M.	News Releases and Social Media.....	8
N.	Key Action Dates.....	9
O.	Bidders' Conference and Registration.....	9

II. PROPOSAL SUBMISSION & STAGES

A.	Overview	11
B.	Stage 1: Eligibility and Capabilities Requirements	11
C.	Stage 2: Site Visit and Account Staffing Proposal.....	15
D.	Stage 3: Financial Package and Oral Presentation.....	16

III. EVALUATION PROCESS & CRITERIA

A.	Best Value Analysis	17
B.	Rating Chart.....	18
C.	Evaluation Criteria.....	19
D.	Stage 3 Rating Chart.....	20

IV. SUBMISSION REQUIREMENTS

A.	Format Requirements	21
B.	Submission of RFP Materials	22
C.	Importance of Meeting Deadlines.....	22
D.	Communication Between Covered California and Bidders.....	23
E.	Submission of Final Proposal.....	23
F.	Property of Covered California	25
G.	Cost of Submissions	25
H.	Preference Programs	25

V. CONTRACT AWARD

A. Notice of Intent to Award 26
B. Confidentiality of Financial Records 26
C. Exemption of Public Records Act 26
D. Covered California Rights 26
E. Protests 29
F. Contract Execution 31
G. Addition or Subtraction of Services 31
H. Contractor's Roles and Responsibilities 31
I. Covered California's Roles and Responsibilities 32
J. Project Assumptions and Constraints 32
K. Payment and Invoicing 33
L. Contract Amendment 33
M. Contract Forms and Exhibits 33

VI. ATTACHMENTS TABLE OF CONTENTS 34

VII. EXHIBITS TABLE OF CONTENTS 35

I. GENERAL INFORMATION

A. Overview

You are invited to review and respond to this Request for Proposal (RFP). By submitting a proposal, Bidder 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 listed below.

B. 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 2019-07 Advertising and Marketing Services)

Covered California
Business Services Branch / Jessie Larson
1601 Exposition Blvd.
Sacramento, CA 95815

Phone calls will not be accepted.

For additional information on RFP submissions, see Section IV. B.

C. Background

Soon after the passage of 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 mission of the California Health Benefit Exchange (also known as, and hereafter referred to as its branded name, Covered California) is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.

Covered California recognized from its inception the enormity of the task of educating, reaching and enrolling the millions of Californians eligible for coverage and premium assistance under the ACA. Given the state's diverse profile, Covered California's marketing, outreach and education efforts have been anchored in and responsive to

California's cultural and regional diversity. Effective marketing and outreach efforts have contributed to Covered California's success in enrolling Californians in health insurance coverage and thereby reducing the uninsured rate. By 2017, California's uninsured rate had fallen to a new, all-time historic low of 7.2 percent, a decline of 10 percentage points since 2013 and the largest decrease of any state in the nation.

The state of California continues to support Covered California's open enrollment goal by increasing the premium subsidy qualification amount from 400% to 600% of the federal poverty level (FPL) effective in 2020. California also enacted a state-based individual mandate beginning in 2020. These state-based initiatives are designed to help expand health insurance coverage to qualified consumers.

Covered California works in close partnership with:

- 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: Department of Managed Health Care and Department of Insurance;
- A broad range of stakeholders whose constituencies are impacted by health care regulations.

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

D. Purpose

The purpose of Request for Proposal (RFP) 2019-07 (also referred to as "solicitation") is for Covered California to solicit proposals from qualified advertising agencies to serve as the Lead Agency to provide multi-segment, integrated communications services through holistic, statewide marketing campaigns with the goal of promoting Covered California's offerings and maximizing the number of Californians enrolled in health insurance coverage.

The selected Contractor is expected to create annual statewide media campaigns based on the attached Scope of Work (SOW) in Exhibit A, which builds upon the strengths and strategies of the current Covered California media campaign while introducing fresh, innovative ideas that will deliver best-in-class marketing campaigns for Covered California. The selected Contractor must be able to deliver integrated account management services, insightful strategic planning, powerful creative solutions and effective paid media approaches that will educate consumers about the value of health insurance and motivate them to acquire and maintain health coverage.

To view materials and resources related to this procurement, please visit Covered California's Solicitations website at: <http://hbex.coveredca.com/solicitations/> (hereafter referred to as the "Covered California website").

E. Goals and Objectives

Covered California seeks a dynamic advertising agency with strong, full-service capabilities that can produce advertising and marketing campaigns that effectively reach the general market and multicultural populations.

- The Bidder must be highly strategic in order to lead Covered California's integrated account, help navigate future challenges, and seize opportunities to help Covered California meet its business objectives.
- The Bidder must demonstrate its ability to reach and influence new customers as well as develop communication strategies to retain Covered California's current members.
- The Bidder must commit a team of knowledgeable and experienced professionals to the account who have experience reaching out to the multicultural and multi-language California population.
- The Bidder must have strong project management skills, with an emphasis on attention to detail, the ability to manage a team of agency partners/subcontractors, as well as the ability to manage advertising development, creative production, consumer research, media placement, and campaign evaluation to address Covered California's priorities.
- The advertising campaigns must be multi-platform and integrated to maximize effectiveness and be responsive to changes in the media marketplace and consumer behavior.
- The selected Contractor and its agency partners/subcontractors will target California's culturally diverse multi-segment market (English-speaking Californians – including African Americans, Hispanic/Latinos, Asian/Pacific Islanders and LGBTQ), as well as Spanish, Mandarin, Cantonese, Korean, Vietnamese, and other language-specific and/or culturally relevant target markets specified by Covered California.

The selection process for this RFP will focus on the Bidders' strategic planning capabilities, creative breadth, cost efficiency, project management capabilities and flexibility under tight deadlines (especially during Open Enrollment planning periods), and the ability to target California's diverse population, including non-English speaking communities, through a strategic media plan and with culturally relevant advertising creative.

F. Minimum Qualifications

This RFP is open to all Bidders that, at the time Stage 1 submittals are due, meet the following minimum qualifications:

1. Bidder is a full-service California based advertising agency that has been in business since January 1, 2014. The Bidder's California office shall service Covered California and be maintained throughout the term of the contract.
2. Bidder had minimum annual gross billings of **\$100 million** in at least two of the past three years prior to 2019. Billings may include media placement billings managed by the Bidder's California office purchased by an external media buying service on behalf of the Bidder's clients.
3. The Bidder's California office has a minimum of 50 employees.
4. No conflicts of interest under Covered California's Conflict of Interest Code, California Code of Regulations, the Political Reform Act, and any other applicable state or federal statutes.

These preliminary eligibility requirements must be certified by the Bidder in Stage 1 as further described in Section II, Proposal Submission and Stages.

Each Bidder may submit only one proposal for this RFP. More than one Bidder with the same ultimate holding company will be allowed to compete if there is neither collaboration on the proposals nor any shared day-to-day management, staff, or supervisory relationship between the bidding advertising agencies.

Subcontractors may participate in more than one bidding proposal.

Any costs incurred by those participating at any stage of the RFP process are the sole responsibility of the Bidder and will not be reimbursed by Covered California.

G. Contract Term

The initial term of the contract shall be for five (5) years and three (3) months, January 1, 2020 through March 31, 2025. Contract term is subject to change. Covered California has the option, at its sole discretion, to extend the term of the contract under the same terms and conditions, including pricing terms, for up to two (2) two-year extensions.

The contract term may change if Covered California makes an award earlier than expected or if Covered California cannot execute the agreement due to unforeseen delays.

The resulting contract will be of no force or effect until signed by both parties. The Contractor shall not commence performance 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.

H. Anticipated Funding

It is estimated that the initial funding for the contract will be approximately **\$45 million** per year and up to \$540 million if all extensions are exercised. The total contract years shall not exceed nine (9) years and three (3) months if all extensions are exercised.

Funding is subject to annual budget approval by the Covered California Board of Directors. Depending on shifts in Covered California goals or objectives, funding available in the resulting contract may increase by \$10 to \$20 million per year. However, Bidders should not base its proposal on the potential for increased funding in any given year.

If full funding does not become available, Covered California may terminate or amend the agreement to reflect reduced funding and reduced deliverables.

I. Scope of Work

See Exhibit A, entitled “Scope of Work,” for a detailed description of the services and work to be performed as a result of this procurement.

J. Subcontractors

Given the rich diversity of California, it is anticipated the successful Bidder will most likely need to subcontract with one or more agencies with demonstrated knowledge, experience, and marketing capacity to effectively reach targeted communities. Covered California also realizes that many advertising agencies rely on a media-buying service in order to offer cost-competitive pricing for its clients. (Note: Bidders will not be advantaged or disadvantaged for the use of a media buying service)

If the Bidder does not have the full-service capabilities to effectively accomplish all components of the SOW, they are **required to identify** proposed subcontractors. Each proposed subcontractor must complete and sign either the “Proposed Subcontractor - Media Buying Agency Fact Sheet” (Attachment 5) or “Proposed Subcontractor - Agency Fact Sheet” (Attachment 6) to be included in the Bidder’s Stage 1 submission.

Covered California reserves the right to deny any or all proposed subcontractors of the selected Contractor. Posting the “Notice of Intent to Award” does not imply Covered California’s approval of proposed subcontractors.

If a proposed subcontractor is denied, or if the selected Contractor does not, to the satisfaction of Covered California, demonstrate their internal capabilities to address a specific target market or meet Covered California’s needs, the selected Contractor

may be required to procure a subcontractor or consultant through a separate competitive process to address these needs.

K. Reassignment of Personnel

1. The selected Contractor shall not assign new key personnel or reassign key personnel working on Covered California business during the term of the contract without prior 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 personnel.
2. Covered California reserves the right to request a Contractor's and its subcontractor's employee be removed from performing any work on the contract and upon notice to the Contractor, the Contractor and/or its subcontractors shall assign a suitable employee.

L. Nonexclusive Rights

Covered California does **not** grant the selected Contractor the exclusive rights to provide all advertising, marketing and media services during the contract period. Covered California reserves the right to acquire advertising, marketing and media from other agencies without infringing upon, or terminating, the awarded contract.

The selected Contractor must collaborate with existing and future Covered California contractors, including research, public relations and advertising agencies, subcontractors, and consultants.

M. News Releases and Social Media

By submitting a 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.

N. Key Action Dates

Bidders 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 Time (PT).

Request for Proposal Release Date	Wednesday, August 28, 2019
Registration and Questions for Bidders' Conference Due	Thursday, September 5, 2019 by 3:00 p.m.
Voluntary Bidders' Conference	Wednesday, September 11, 2019 (10:30 a.m. – 1:30 p.m.)
Responses to Bidder Questions Posted By:	Tuesday, September 17, 2019
Stage 1 - Eligibility & Capabilities Package Due	Thursday, September 26, 2019 by 1:00 p.m.
Stage 2 - Notification & Assignment Released By:	Monday, October 7, 2019
Stage 2 - Webinar Questions Due	Tuesday, October 8, 2019 (3:00 p.m.)
Stage 2 - Webinar	Wednesday, October 9, 2019 (3:00 p.m.)
Responses Posted By:	Thursday, October 17, 2019
Stage 2 - Site Visits	Tuesday, October 29, 2019 – October 31, 2019
Stage 3 - Financial Package Due	Wednesday, November 20, 2019 by 1:00 p.m.
Stage 3 - Oral Presentations	Tuesday, December 3, 2019 – December 4, 2019
Notice of Intent to Award	Week of December 16, 2019
Estimated Start Date of Contract	January 1, 2020

Covered California reserves the right to amend dates at any time during the RFP process.

It is the Bidders' responsibility to check for notices, date changes and addenda for this RFP on the Covered California website (<http://hbex.coveredca.com/solicitations/>) throughout the RFP process.

O. Bidders' Conference and Registration

Covered California will conduct a **voluntary**, pre-proposal Bidders' Conference on September 11, 2019, from 10:30 a.m. to 1:30 p.m. via webinar.

Prospective Bidders are not required but are strongly encouraged to participate. The purpose of the webinar is for Covered California to give an overview of itself, discuss the RFP process, and provide prospective Bidders with an opportunity to ask questions about preparing and submitting proposals.

Prospective Bidders are **required**, however, to register to participate in webinar via email to the address listed in Section IV.B. by September 5, 2019, at 3:00 p.m. The agency, name(s) of those participating, and contact information should be clearly

identified.

Questions sent in advance may be answered at the Bidders' Conference and must be submitted via email to the address listed in Section IV.B. by September 5, 2019, at 3:00 p.m. Only email questions addressed to the contact person listed in Section IV.B. 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 RFP 2019-07 Advertising and Marketing Services.

Responses to questions received during the Bidder question time period shall be posted on the Covered California 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.

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

Remarks and explanations expressed during the Bidders' Conference do not take precedence over the written provisions in the RFP documents and are not binding unless confirmed in writing by Covered California and posted on the Covered California website at <http://hbex.coveredca.com/solicitations/>.

II. PROPOSAL SUBMISSION & STAGES

A. Overview

This section contains the RFP instructions for Stage 1 and general instructions for Stages 2 and 3. At the completion of each stage, Bidders will be notified in writing as to whether they qualify to continue to the next stage. Those Bidders competing in Stages 2 and 3 will receive additional instructions upon notification of successful advancement.

See Section III, Evaluation Process & Criteria, for scoring details.

B. Stage 1: Eligibility and Capabilities Requirements

Overall Stage 1 Instructions:

- Complete Items 1 through 11 as directed below.
- See Section IV, Submission Requirements, for formatting and submission address.

Items 1 through 11 will be used to determine eligibility and will be scored on a pass/fail basis. See Section IV. Submission Requirements, E.1. Deviations and Modifications for additional eligibility information.

Scoring benchmarks for Item 12, “Agency Capabilities Overview,” are provided in Section III, Evaluation Process & Criteria.

Scoring: After review and evaluation of the Stage 1 submittals, those Bidders receiving a minimum overall rating of “Exceeds” will advance to Stage 2. Bidders receiving a minimum of “Meets” may, advance to Stage 2, at the sole discretion of the Covered California Evaluation Team.

1. Proposal Cover Page

Instructions:

- A representative authorized to bind the Bidder should complete and sign the “Proposal Cover Page” Form (Attachment 2).

2. Agency Certification – Minimum Qualifications

Instructions:

- Complete and sign “Agency Certification – Minimum Qualifications” Form (Attachment 3)

3. Guaranty

Instructions:

- Complete and sign “Guaranty” Form (Attachment 7)

4. Conflict of Interest Certification

Instructions:

- Complete and sign “Conflict of Interest” Form (Attachment 8)

5. Bankruptcy and Litigation Disclosure

Instructions:

- Complete and sign “Bankruptcy and Litigation Disclosure” Form (Attachment 9)

6. Form STD 204 – Payee Data Record

Instructions:

- Complete and sign “Form STD 204 – Payee Data Record” (Attachment 10)

7. Contractor Certification Form

Instructions:

- Complete and sign the “Contractor Certification” Form (Attachment 11).

8. Form 700 – Statement of Economic Interest Certification

Instructions:

- Complete and sign the “Form 700 – Statement of Economic Interest Certification” (Attachment 12).

9. Form STD 830 – Target Area Contract Preference Act (TACPA)

Instructions:

- Complete and sign “Form STD 830 – Target Area Contract Preference Act (TACPA)” (Attachment 13), if applicable.

10. Form DGS/PD 526 – Bidder’s Summary of Contract Activities and Labor Hours

Instructions:

- Complete and sign “Form DGS/PD 526 – Bidder’s Summary of Contract Activities and Labor Hours” (Attachment 14), if applicable.

11. Certificate of Insurance (required but NOT an RFP attachment)

a. Certificate of Liability Insurance

Instructions:

- Provide a Certificate of Liability Insurance demonstrating coverage equal to or greater than \$1,000,000. (Form not provided)

b. Workers’ Compensation Liability Insurance

Instructions:

- Provide proof of Workers’ Compensation Liability Insurance. (Form not provided)

c. Automobile Liability Insurance

Instructions:

- Provide proof of Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by Contractor for services provided pursuant to this Agreement. (Form not provided)

d. Errors and Omissions Insurance

Instructions:

- Provide proof of Errors and Omissions Insurance presently in effect of no less than \$1,000,000 per occurrence. (Form not provided)

12. Agency Capabilities Overview

Instructions:

Complete a narrative response to Items 12a and 12b below. See Section IV for format requirements.

a. Agency Strengths and Experience (five pages maximum)

Instructions:

- Address the following items as they apply to your California-based office(s) that would service the Covered California account:
 - 1) Strengths - Describe your agency's strengths during the past three years, including accomplishments, unique services, account leadership, and experience working on accounts of similar size or scope.
 - 2) Agency Experience - Describe your agency's full-service capabilities and experience as a lead agency. Full-service capabilities description should include, but not limited to: account management, market research, strategic planning, creative development, media planning and buying, and production expertise.
 - 3) Multicultural and Ethnic Experience - Describe the experience and expertise of your agency, or that of your proposed subcontractors, at successfully reaching multicultural or ethnically diverse communities in California, including the utilization of in-language and culturally-relevant creative and media.

b. Advertising, Creative and Placement Effectiveness (five pages maximum)

Instructions:

- Provide a narrative to the following items:
 - 1) Strategic Services - Describe your agency's experience in creating an annual strategic marketing plan, including the steps you take to create the plan, the level of client collaboration in the process, and how you

ensure synergy between the creative development process and media planning.

- 2) Creative Development and Implementation - Discuss how you approach the creative process, including the steps you take to inform your approach, and how you ensure creative concepts and executions have maximum impact on target populations while staying true to your client's brand and value proposition.
- 3) Research and Evaluation- Describe your agency's research and evaluation processes, including how the resulting information is used to inform future creative and media planning. Include in your description whether these functions are normally performed in-house or by a subcontractor or consultant.
- 4) Media Management - Describe your agency's media planning and buying process and experience, and how your recommendations are informed. Also, describe how you monitor effectiveness of media efforts and your overall stewardship of your clients' funds. Please make sure you address traditional as well as digital media, as applicable. If all, or a certain portion, of your clients' media is not planned or purchased by your agency, please also indicate your processes for managing and coordinating with your media vendor(s).
- 5) Social Media - Describe your agency's approach to and experience with social media that contribute to a cohesive brand approach. Also, describe your experience in content development for clients' social channels.
- 6) Digital and Search - Describe your agency's experience and approach to digital, including strategy, creative and media.

c. Fact Sheets

Instructions:

- Bidder must complete and sign the "Bidding Agency Fact Sheet" Form (Attachment 4).
- If using an external media buying agency, subcontractor must complete and sign the "Proposed Subcontractor - Media Buying Agency Fact Sheet" Form (Attachment 5).
- Have all other proposed subcontractors complete and sign the "Proposed Subcontractor - Agency Fact Sheet" Form (Attachment 6).

C. Stage 2: Site Visit and Account Staffing Proposal

Overall Stage 2 Instructions: Each Bidder that advances to Stage 2 will be contacted to schedule a date and time when the Covered California Evaluation Team can visit the Bidder's office that would service the account. The time limit for each site visit is **three hours**, including introductions and an agency tour. At least **20 minutes** must be allotted at the end for the Covered California Evaluation Team to ask questions. Time limits will be strictly adhered to, and it is the responsibility of the Bidder to monitor its time accordingly.

Stage 2 Webinar: A webinar for Bidders participating in Stage 2 will be held on the date specified in section 1.N. Key Action Dates. The purpose of the webinar is to discuss objectives for the Site Visits, clarify the Advertising Assignment (see below), and answer questions from Bidders. No evaluations will be made at this webinar and no affirmations will be provided to the Bidders. The call-in information will be sent to the Stage 2 Bidders prior to the webinar.

Site Visits: Site visits will be scheduled on dates specified in section 1.N. Key Action Dates. At least one representative (but no more than two) from each proposed subcontractor that would staff the Covered California account **must** attend.

Covered California will provide additional details for the following items to Bidders advancing to Stage 2:

- 1. On-Site Agency Presentations**
 - a. Agency Overview
 - b. Case History
 - c. Advertising Assignment
- 2. Account Staff Proposal**
 - a. Organizational and Staff Structure
 - b. Proposed Account Staffing Chart (Attachment 15)
 - c. Resumes (Exhibit E)
- 3. Client References (Attachment 16)**
- 4. Creative Reel**
- 5. Stage 2 Evaluation Criteria**

Scoring: After review and evaluation of the Stage 2 Site Visits, those Bidders receiving a minimum overall rating of "Exceeds" will advance to Stage 3. Bidders receiving a minimum of "Meets" may be advanced to Stage 3, at the sole discretion of the Covered California Evaluation Team.

Stage 2 will be reviewed and evaluated by the Covered California Evaluation Team using the Rating Chart shown in Section III, Evaluation Process & Criteria, item B.

D. Stage 3: Financial Package and Oral Presentation

Overall Stage 3 Instructions: Bidders who move on to Stage 3 will be contacted to schedule a time and date for the Oral Presentation at Covered California headquarters in Sacramento on dates specified in section 1.N. Key Action Dates. A general overview of the format and expectations of the Financial Package are provided below.

Covered California will provide additional details for the following items to Bidders advancing to Stage 3:

1. **Financial Package**
 - a. Cost Proposal (Exhibit B, Attachment 1)
 - b. Financial Records
2. **Oral Presentation**
 - a. Advertising Assignment
3. **Stage 3 Evaluation Criteria**

An assignment which expands upon the Stage 2 Site Visit Agency Assignment will be sent separately to all Bidders that advance to Stage 3. Bidders may be asked to present limited speculative creative.

All proposals must be based on the Model Contract provided as Exhibits of this solicitation. Bidders must submit, as part of their Stage 3 Financial Package response, any redlines to the Model Contract they wish to negotiate. Bidder exceptions must be documented in the Model Contract Exhibits using track changes.

Scoring: The Cost Proposal and Oral Presentation will be reviewed and evaluated by the Covered California Evaluation Team using the Stage 3 Rating Chart shown in Section III, Evaluation Process & Criteria, item D. The financial records will be scored on a pass/fail basis. The determination of whether the financial records pass or fail is at Covered California's sole discretion. If Covered California determines that a Bidder's financial records must receive a failing score, Covered California may provide the reasoning for its decision and, if necessary, offer the Bidder an opportunity to cure any defects to the extent such defects can be cured before any applicable deadlines. If the defect cannot be cured, the Bidder will be eliminated from contention. The Oral Presentation will comprise 60% of the Stage 3 points and the Cost Proposal will comprise 40% of the available points. Covered California will provide information regarding the total available points in Stage 3 on a later date.

III. EVALUATION PROCESS & CRITERIA

Covered California will conduct a fair and impartial evaluation of proposals received in response to this RFP. Proposals submitted in response to this RFP may be evaluated in comparison with other submitted proposals. **Clarification may be requested via email from participating Bidders during any phase of the evaluation process.**

A. Best Value Analysis

For the purposes of this RFP, the best value proposal will be the proposal that provides the best overall value to Covered California and that is most likely to result in a contract that fulfills Covered California's mandates to: 1) award a contract to the responsible agency submitting the best value proposal that maximizes the benefits to Covered California in relation to the areas of competence, experience, cost effectiveness, and timely performance; 2) act to promote and ensure integrity, honesty, and fairness in the operation and administration of Covered California; and 3) maximize acquisition, retention, and renewal of Covered California membership.

As part of the best value proposal evaluation process, Covered California may award a contract based on the proposals submitted or establish a competitive range and hold discussions with each Bidder in the competitive range. The competitive range will be composed of the most highly-rated proposals consistent with the need for an efficient competition. If conducted, negotiations will be undertaken with the intent of allowing each Bidder the opportunity to provide the best value in specific areas identified by Covered California.

Covered California may indicate to, or discuss with, each Bidder in the competitive range any weaknesses, deficiencies, and other aspects of its proposal such as price, technical approach, and terms that could, in the opinion of Covered California, be altered or explained to enhance the proposal's potential for award. The scope and extent of discussions are a matter solely within Covered California's judgment.

B. Rating Chart

All materials and requirements not identified as pass/fail in Stage 1 and Stage 2 will be evaluated using the rating chart shown below:

Rating	Definition
Superior	Proposal exceptionally exceeds performance or capability requirements; proposal demonstrates extraordinary strengths that will more than significantly benefit Covered California.
Significantly Exceeds	Proposal significantly exceeds performance or capability requirements; proposal demonstrates exceptional strengths that will significantly benefit Covered California.
Exceeds	Proposal exceeds performance or capability requirements; proposal has one or more strengths that will benefit Covered California.
Meets	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Meets with Exceptions	Proposal demonstrates weak performance or capability standards necessary for minimum contract performance; proposal has one or more weaknesses that offset any strengths.
Does Not Meet	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

C. Evaluation Criteria

Evaluation Criteria listed below is for Stage 1 Item 14, “Agency Capabilities Overview” narratives a and b.

Stage 1: Agency Capabilities Overview

The Bidder’s California-based office(s) and/or its subcontractors demonstrate the following to effectively service Covered California:

- Full-service capabilities and experience to deliver a broad range of advertising services to meet the requirements of the SOW to reach the general market in California;
- Bidder’s experience functioning as a lead agency;
- Full-service capabilities and experience to deliver a broad range of advertising services to meet the requirements of the SOW to reach key multicultural and/or culturally diverse communities in California;
- Clearly identifies subcontractors who will perform services that cannot be conducted in-house and the capabilities of proposed subcontractors to provide those services;
- Experience, capabilities and capacity to conduct overarching strategic planning, research and evaluation;
- Experience, capabilities and capacity in evaluating the efficacy of marketing campaigns at various stages of development and implementation;
- Media experience, capabilities and capacity including research, planning, buying (including buying range of outlets), monitoring, and analysis.

D. Stage 3 Rating Chart

All materials and requirements not identified as pass/fail in Stage 3 will be evaluated using the Stage 3 rating chart shown below:

Stage 3 Rating Chart	
Rating	Definition
Superior 10	Proposal exceptionally exceeds performance or capability requirements; proposal demonstrates extraordinary strengths that will more than significantly benefit Covered California.
Significantly Exceeds 8	Proposal significantly exceeds performance or capability requirements; proposal demonstrates exceptional strengths that will significantly benefit Covered California.
Exceeds 6	Proposal exceeds performance or capability requirements; proposal has one or more strengths that will benefit Covered California.
Meets 4	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Meets with Exceptions 2	Proposal demonstrates weak performance or capability standards necessary for minimum contract performance; proposal has one or more weaknesses that offset any strengths.
Does Not Meet 0	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

IV. SUBMISSION REQUIREMENTS

A. Format Requirements

1. Copies Required

For each stage, provide one hard copy marked "MASTER," eight (8) hard copies, and one digital copy on a USB-compatible computer memory stick of all requested materials. For any audio or visual examples shown at the Site Visit or Oral Presentation, provide one digital copy on a USB-compatible computer memory stick.

Each copy of the proposal must be complete, including all of the required attachments and documentation submitted in the "MASTER."

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 in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, it is requested that responses are bound.
- 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 the State that contains a smaller font.
 - 2) Print pages single-sided on letter size (8.5 by 11 inches) white paper with **1.5 line spacing**, unless otherwise noted.
 - 3) Use one-inch margins at the top, bottom, and both sides. **The Bidders name may appear within the one inch margins at the top or bottom.**
 - 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 scored. It is not necessary to paginate the

required forms.

- 5) Place the Bidder's name in a header or footer on every page. **The Bidders name may appear within the one inch margins at the top or bottom.** 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 firm sign each RFP attachment that requires a signature in **blue** ink. Signature stamps are not acceptable.
- 7) Place the original signed attachments in the proposal set marked "MASTER." The additional copies may have photocopied signatures on attachments and throughout the document.

B. Submission of RFP Materials

"RFP materials" means anything submitted by a Bidder to Covered California in response to this RFP, including, but not limited to, written questions about this RFP, and responses to any stage. The sealed package must be plainly marked with the (1) RFP number and title, (2) Bidder name and address, and (3) "DO NOT OPEN", addressed to the following:

U.S. Mail, Courier, or Overnight Service (for RFP Stage 1 and Stage 3 Financial Package submissions)	Email (for correspondence only)
RFP 2019-07 Advertising and Marketing Services Covered California Attention: Jessie Larson 1601 Exposition Blvd Sacramento, CA 95815 DO NOT OPEN	Email: hbxsolicitation@covered.ca.gov Subject line must include: RFP 2019-07 Advertising and Marketing Services

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

C. 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.

D. Communication Between Covered California and Bidders

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

1. Bidder Questions

Bidders must submit any questions regarding this RFP by the due date and time specified in the Key Action Dates table in Section I.N. Only email questions addressed to the contact person listed in Section I.B 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 RFP 2019-07 Advertising and Marketing Services.

Responses to questions received during the Bidder Question time period shall be posted on the website at <http://hbex.coveredca.com/solicitations/>.

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

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.

2. 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 IV. B 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.

E. Submission of Final Proposal

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 **Stage 3** response ~~any all~~ changes or ~~exceptions redlines~~ to the Model Contract that they wish to negotiate. However, extensive or significant ~~exceptions changes or redlines~~ 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 changes~~ 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 **Stage 3** submission. ~~No additional exceptions may be presented during contract negotiations.~~ Covered California reserves the right to reject all ~~exceptions proposed Model Contract Changes~~ in the Bidder Proposal.

1. Deviations and Modifications

All submissions should be complete when received at Covered California. No changes, modifications, corrections, or additions may be made once they are submitted to Covered California. A Bidder will be allowed to withdraw its proposal provided that the written request for such withdrawal is received prior to the deadline for final submission. After withdrawing a proposal, Bidders may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

Covered California may, at its sole discretion, waive any immaterial deviation or defect in a submission. However, the waiver of an immaterial deviation or defect in a submission will in no way modify the document or excuse the Bidder from full compliance with the RFP requirements if awarded the contract. Items may be considered “immaterial” by Covered California if, for example, they do not affect the amount of the Cost Proposal, or if allowing the deviation does not give a Bidder an advantage or benefit that would not be granted to all other Bidders.

- a) 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.
- b) Covered California may at its sole option correct obvious clerical errors.
- c) A Bidder may modify a bid or submit a new 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.
- d) Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Covered California is not required to award

a contract. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with the RFP requirements.

- e) All proposals must be based on the Model Contract provided as Exhibits of this solicitation. **Bidders must submit, as part of their Stage 3 Financial Package response, any redlines to the Model Contract they wish to negotiate.** Bidder exceptions must be documented in the Model Contract Exhibits using track changes.
- f) No oral understanding or contract shall be binding on either party.

F. Property of Covered California

Submission materials will not be returned to the Bidder. All proposed ideas or adaptations of the ideas contained in any submission become the property of Covered California and Covered California reserves the right to use them. Acceptance or rejection of the submission will not affect this right in any way.

G. Cost of Submissions

Costs for developing and submitting proposals or attending the Bidders' Conference are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.

H. Preference Programs

Covered California will determine which Bidders, if any, are eligible to receive a bidding preference (i.e., TACPA).

1. 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 13) and Form DGS/PD 526 (Attachment 14) with its proposal package.

2. Small Business (SB) and Disabled Veteran Business Enterprise (DVBE)

While SB and DVBE preference incentives will not be offered in this RFP, Covered California remains committed to contracting with SB and DVBE entities in other procurements

V. CONTRACT AWARD

A. Notice of Intent to Award

Award of the contract, if awarded, will be to the most responsive and qualified Bidder based on scoring criteria detailed in Section III. If two or more finalists are tied, Covered California, at its sole discretion, may request a best and final offer for a Cost Proposal from each finalist.

A Notice of Intent to Award identifying the selected Contractor will be posted on the Covered California website (<http://hbex.coveredca.com/solicitations/>) and at the entrance of the Covered California headquarters for a period of five working days prior to the protest deadline. All finalists that participated in the final stage held will be notified by email regarding the contract award decision.

B. Confidentiality of Financial Records

Financial records received by Covered California will be kept confidential and will be destroyed at the time of the Contract Award.

C. Exemption of Public Records Act

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, but not limited to, are score sheets and proposals submitted by Bidders and any evaluation of a contract.**

D. Covered California Rights

1. 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, at Covered California’s sole discretion, be made a part of the resulting Contract.

2. 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.N. 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 if it is in the best interest of Covered California to do so. In the event of such cancellation, Covered California may reissue the RFP at a later date.

Any documentation submitted in response to this RFP which has been marked "Proprietary" or "Trade Secrets" may be rejected.

Proposals received after the expiration of the deadline will not be considered or submitted to the Evaluation Team for review.

Covered California reserves the right to reject a proposal based on the Bidder's failure to comply with a requirement in a prior contract, or cooperative agreement with the State of California. Covered California reserves the right to consider the Bidder's past performance with Covered California in its selection pursuant to this RFP.

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.

3. Verification of Bidder Information

By submitting a proposal, Bidders agree to authorize Covered California to:

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other required qualifications.
- b. Check any and all references identified by a Bidder or other resources known or identified by Covered California to confirm the Bidder's business integrity

and history of providing effective, efficient, competent, and timely services.

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.

5. Nonresponsive Proposals

A proposal may be deemed nonresponsive and subsequently rejected if any of the following occurs:

- a. At any time, a submission is received after the exact time and date set forth in Section I.N., “Key Action Dates,” for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements as specified in Section II.B., “Stage 1: Eligibility and Capabilities Requirements.”
- c. The Bidder fails to submit or fails to complete and sign 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/uninitialed alterations or irregularities.

6. 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 California Department of Tax and Fee Administration (CDTFA) 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/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>

The list established by CDTFA can be found at:

<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

E. Protests

For formal competitive solicitations, any protest properly submitted within five (5) 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.

F. Contract Execution and Performance

Covered California will confirm the contract award to the winning Bidder after the protest deadline, if no protests are filed, or following the resolution of all protests. The selected Contractor will provide advertising and marketing services to Covered California and will be required to execute a contract that details the legal and programmatic obligations of each party.

The successful Bidder must enter into a formal contract with Covered California in order to receive payment for services rendered. The contract may incorporate, as an exhibit or by reference, portions of this RFP and responses to this RFP that directly identify the work to be performed, performance time lines, methods and approaches, budget or cost details, or other mandatory contract and performance requirements.

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, at its sole discretion, terminate the negotiations and engage the next-highest-ranked bid without performing a subsequent solicitation.

All duties, tasks, and deliverables as outlined in the contract shall be completed before the termination date of the contract, unless an earlier date is specified in the contract.

G. 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, at 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.

H. Contractor's Roles and Responsibilities

1. The Contractor shall 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. The Contractor shall provide written reports for review and approval by Covered California, and formally respond to Covered California review findings as necessary.

3. The Contractor shall meet as required with Covered California staff to discuss progress.

I. Covered California's Roles and Responsibilities

1. Covered California shall 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. Covered California shall provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this RFP.
3. Covered California shall ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Covered California shall ensure that decisions are made in a timely manner.
5. Covered California shall provide work areas and meeting rooms as needed.
6. Covered California shall identify and provide access to Subject Matter Experts (SME) to assist in the development of technical requirements.

J. Project Assumptions and Constraints

1. Overtime rates will not be reimbursed under the contract.
2. Authorized travel will be reimbursed at State rates. Any and all travel that Contractor wishes to be reimbursed for must be pre-authorized pursuant to "Travel Reimbursement Information" (Exhibit F).
3. 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.
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.

K. Payment and Invoicing

Payment to Contractor is contingent upon Covered California receiving funding from the collection of fees assessed from the Qualified Health Plans. 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 collection of fees assessed from the Qualified Health Plans is delayed, suspended, or terminated.

The Contractor may invoice Covered California only after the successful completion and acceptance of the required work, according to the schedule detailed in the Contract. The Contractor may not invoice Covered California for any costs exceeding the maximum amount identified to complete a deliverable.

L. Contract Amendment

Covered California may, at its sole discretion, extend the term of the contract for up to two (2) two-year extensions under the same terms and conditions, including pricing terms. The total number of years that may be added to this Agreement shall not exceed four. If mutually agreed upon by the State and the Contractor, this Agreement may be amended to include additional services and funding.

M. Contract Forms and Exhibits

The Contractor must complete and submit to Covered California the “Payee Data Record” Form (Attachment 10) and “Form 700 Statement of Economic Interest Certification” (Attachment 12) annually.

State contract forms and exhibits are available on the Covered California website at <http://hbex.coveredca.com/solicitations/>. Bidders should consider the Model Contract provided within the Exhibits section of this solicitation in preparing its response and ensure they will be able to comply with State contract terms. The contract resulting from this solicitation will be prepared on a “Standard Agreement” (Form STD 213).

Covered California reserves the right to adjust the language in the contract awarded from this solicitation. Therefore, final contract language may deviate from the provisions provided.

If an inconsistency or conflict arises between the terms and conditions appearing in the final contract and the proposed terms and conditions appearing in this solicitation, any inconsistency or conflict will be resolved by giving precedence to the final contract.

VI. ATTACHMENTS TABLE OF CONTENTS

To view the following documents, go to the Covered California website (<http://hbex.coveredca.com/solicitations/>), click on the “Details & Downloads” link under RFP 2019-07 Advertising and Marketing Services and open the selected Attachment documents. Attachments must be fully completed as applicable and submitted.

STAGE 1

Attachment 1:	Proposal Checklist
Attachment 2	Proposal Cover Page
Attachment 3:	Agency Certification – Minimum Qualifications
Attachment 4:	Bidding Agency Fact Sheet
Attachment 5:	Proposed Subcontractor – Media Buying Agency Fact Sheet
Attachment 6:	Proposed Subcontractor – Agency Fact Sheet
Attachment 7:	Guaranty
Attachment 8:	Conflict of Interest Certification
Attachment 9	Bankruptcy and Litigation Disclosure
Attachment 10	Form STD 204 – Payee Data Record
Attachment 11	Contractor Certification Form
Attachment 12	Form 700 Statement of Economic Interest Certification
Attachment 13	Form STD 830 – Target Area Contract Preference Act (TACPA)
Attachment 14	Form DGS/PD 526 Bidder’s Summary of Contract Activity and Labor Hours (TACPA)

Required but not attached:

1. Certificate of Liability Insurance demonstrating coverage equal to or greater than \$1,000,000
2. Proof of Workers’ Compensation Liability Insurance
3. Errors and omissions insurance presently in effect for the Contractor of no less than \$1,000,000 per occurrence
4. Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by Contractor for services provided pursuant to this Agreement

STAGE 2

Attachment 15:	Proposed Account Staffing Chart
Attachment 16:	Client References

VII. EXHIBITS TABLE OF CONTENTS

To view the following documents, go to the Covered California website (<http://hbex.coveredca.com/solicitations/>), click on the “Details & Downloads” link under RFP 2019-07 Advertising and Marketing Services, and open the selected Exhibit documents.

Model Contract:

Stage 1

Standard Agreement Form STD 213

~~Exhibit A: Scope of Work~~

~~Exhibit B: Budget Detail and Payment Provisions~~

~~Exhibit B, Attachment 2: Media and Subcontractor Liability Verification Clause~~

~~Exhibit C: General Terms and Conditions~~

~~Exhibit D: Privacy Addendum~~

~~Exhibit F: Travel Reimbursement Information~~

~~Exhibit G: Contractor Release Form~~

~~Exhibit H: Marketing and Branding Guidelines~~

Stage 2

Exhibit E: Resumes

Stage 3

Exhibit B, Attachment 1: Cost Proposal

~~Exhibit A: Scope of Work~~

~~Exhibit B: Budget Detail and Payment Provisions~~

~~Exhibit B, Attachment 2: Media and Subcontractor Liability Verification Clause~~

~~Exhibit C: General Terms and Conditions~~

Exhibit D:	Privacy Addendum
Exhibit F:	Travel Reimbursement Information
Exhibit G:	Contractor Release Form
Exhibit H:	Marketing and Branding Guidelines