



**Request for Proposal**

**RFP 2019-25: HCM Implementation**

**Release Date: December 4, 2019**

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## 1. INTRODUCTION

### 1.1 Overview

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

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

### 1.2 Key Action Dates

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

#### KEY ACTION DATES

<b>Request for Proposal Release Date:</b>	<b>Wednesday, December 4, 2019</b>
<b>Questions Due Date and Time:</b>	<b>Wednesday, December 11, 2019 by 1:00 p.m.</b>
<b>Responses Posted By:</b>	<b>Tuesday, December 17, 2019</b>
<b>Proposals Due Date and Time:</b>	<b>Thursday, January 16, 2020 by 1:00 p.m.</b>
<b>Interviews (Optional / Estimated):</b>	<b>Week of January 27, 2020</b>
<b>Notice of Intent to Award:</b>	<b>Week of February 2, 2020</b>
<b>Estimated Term Dates:</b>	<b>March 1, 2020 to June 30, 2021</b>

### 1.3 Contact

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

E-mail address: [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov)  
(For all communications, subject line must include: RFP 2019-25)

Covered California  
Business Services Branch/Karissa Isbell  
1601 Exposition Blvd.  
Sacramento, CA 95815

Phone calls will not be accepted.

## 1.4 Contract Amount

Responses shall not exceed \$3,500,000 in total costs. Responses that exceed this amount will not be considered for selection.

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

## 1.5 Contract Term

The initial term of the contract shall be for 1 year and 4 months, from March 1, 2020 through June 30, 2021. The contract term is subject to change. Go-Live is planned for March 26, 2021 with three months of project support and roll off by June 30, 2021.

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

## 1.6 Contract Amendment

Covered California may, in its sole discretion, extend the term of the contract for one (1) year. The total contract shall not exceed 2 years 4 months.

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

## 1.7 Bidders' Questions

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

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

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

## 1.8 Submission of Final Proposal

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

information and the tracking information indicates its delivery at Covered California by the submission deadline, the package will be considered to have arrived on time. U.S. Postal Service postmarks or other indicia of mailing of shipment, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted. The stated deadlines for submitting and receipt of all materials to Covered California will be strictly enforced. Submissions that are incomplete or received after the stated deadline may not be accepted.

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

## 1.9 Format of Proposals

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

**RFP 2019-25: HCM Implementation  
Attention: Karissa Isbell  
Covered California  
Business Services Branch  
1601 Exposition Blvd.  
Sacramento, CA 95815  
DO NOT OPEN**

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

### 1. Copies Required

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

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

## 2. Narrative Format

- a. Narrative portions of proposal responses should be prepared so as to provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.
- b. Bidders must follow the format requirements listed below for all narrative portions of the RFP. Failure to do so may result in an entire proposal or affected section not being read or evaluated, at Covered California's sole discretion.
  - 1) Use a Times New Roman, Arial, or Calibri font of at least 12-point size throughout. Exception: if a form is required by Covered California that contains a smaller font.
  - 2) Print all pages single-sided on letter size (8.5 by 11 inches) white paper with single line spacing, unless otherwise noted.
  - 3) Use one-inch margins at the top, bottom and sides.
  - 4) Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be reviewed or scored. It is not necessary to paginate the required forms.
  - 5) Place the Bidder's name in a header or footer on every page. If the Bidder's name is not already entered elsewhere on a completed certification or form, add it to a header, footer or signature block.
  - 6) Have a person who is authorized to bind the proposing entity sign each RFP attachment that requires a signature in **blue** ink. Signature stamps are not acceptable.
  - 7) Place the original signed attachments in the set marked "MASTER." Additional copies may have photocopied signatures on attachments and throughout the document.
3. All proposals must be based on and conform to the Model Contract provided with this solicitation as described in Exhibit A – Scope of Work, and the contract General Terms and Conditions provided in Exhibit C. Bidders should review the Model Contract in its entirety prior to submitting a proposal. Bidders must submit as part of their response any changes or



exceptions to the Model Contract that they wish to negotiate. However, extensive or significant exceptions to the Model Contract may make the proposal non-responsive to the RFP if Covered California, in its sole discretion, determines that the proposed exceptions materially change the contractual relationship between the parties. Bidder proposed changes or exceptions must be documented via tracked changes to the documents contained in the Model Contract. All Model Contract changes or exceptions must be included in the Bidder Proposal at the time of submission. No additional exceptions may be presented during contract negotiations. Covered California reserves the right to reject all exceptions in the Bidder Proposal.

### 1.10 Covered California Rights

#### 1. Verification of Bidder Information

By submitting a proposal, Bidders authorize Covered California to:

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

### 1.11 Rejection of Proposals

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

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

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

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

#### 1. Non-Responsive Proposals

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

- a. A submission is received after the exact time and date set forth in Section 1.2 Key Action Dates for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements specified in Section 3.1. Project Team Minimum Qualifications.
- c. The Bidder fails to submit or fails to complete and sign any required Attachments as instructed in this RFP.
- d. The submission contains false, inaccurate or misleading statements or references.
- e. The Bidder is unwilling or unable to fully comply with the proposed contract provisions.
- f. The Bidder supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

#### 2. Business In Good Standing

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

#### Corporation in Good Standing

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

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

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

#### State Tax Delinquency

Covered California will verify with the California Franchise Tax Board (FTB) and 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>

### **1.12 Errors in Final Proposals**

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

1. If the Bidder's intent, as determined by Covered California, is clearly established based on its review of the complete Final Proposal submittal,

Covered California may in its sole discretion, correct an error based on that established intent.

2. Covered California may, in its sole discretion, correct obvious clerical errors.
3. A Bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid if it is received prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. A Bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the Bidder or an authorized agent. Bids may not be withdrawn subsequent to the bid submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

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

### 1.13 Protest

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

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

#### General

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

#### Grounds

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

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

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

**Requirements for Protest**

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

Protests must be mailed or delivered to:

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

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

**Terms of Protest**

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

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

proprietary and confidential information will be redacted from any documents disclosed to protestant as part of the protest process.

#### **1.14 Disposition of Bids**

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

#### **1.15 Contract Execution and Performance**

Performance shall begin no later than the date set forth in the RFP by Covered California and after the contract is fully executed, unless a later date is mutually agreed upon by Covered California and the Contractor. Notwithstanding any other provision, should the Contractor fail to commence work on the agreed date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In such an event, the Contractor shall be liable to Covered California for the difference between the Contractor's bid price and, if greater, the actual cost of performing the work by a replacement contractor.

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

#### **1.16 Subsequent Solicitation**

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

#### **1.17 Addition or Subtraction of Services**

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

#### **1.18 News Releases and Social Media**

By submitting a Final Proposal, Bidders and the selected Contractor agree that they will not issue news releases nor make statements to the news media or

through social media channels pertaining to this RFP, their proposals, the contract, or work resulting therefrom, without first obtaining prior approval from Covered California.

## 2. CORPORATE MINIMUM QUALIFICATIONS

Covered California is seeking a bidder that has experience implementing Workday for organizations of similar size, scope, and complexity identified in this RFP and the Model Contract Exhibit A – Scope of Work. Specifically, Bidder needs to provide evidence in response to this RFP of the following corporate minimum qualifications:

1. Successful Workday implementation of 1000+ users within the last three (3) years. Please provide reference information with project name, organization, contact information with project position, and description of project with features utilized.
2. Experience with Workday implementation for organizations with at least two (2) integrations to third party systems. Please specify the type of integration(s).
3. Experience with public sector software implementation projects of similar size and complexity to this RFP and the Model Contract Exhibit A – Scope of Work.

## 3. PROJECT TEAM

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

### 3.1 Project Team Minimum Qualifications

The minimum required qualifications for Bidders include:

<b>Engagement Manager</b>	
Experience	<ul style="list-style-type: none"><li>• A minimum of seven (7) years of broad, extensive, and increasingly responsible experience applying Project Management (PM) principles, methods, techniques, and tools. At least four (4) years of that</li></ul>

	<p>experience must be as a senior PM of one or more large or complex IT projects.</p> <ul style="list-style-type: none"> <li>• A minimum of (5) years of experience managing public sector projects.</li> </ul>
Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> <li>• Possession of a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI). The PMP certification will be verified during the RFP evaluation. The PMP certification is required and may not be substituted with additional experience.</li> </ul>

### **Implementation Consultant**

Experience	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must be in business systems analysis and design.</li> <li>• A minimum of three (3) years of experience configuring Workday on project(s) with size, scope, and complexity similar to Exhibit A, Scope of Work.</li> </ul>
Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> </ul>

### **Data Loading Specialist**

Experience	<ul style="list-style-type: none"> <li>• A minimum of seven (7) years of experience in electronic data processing systems study, design, and programming. At least four (4) years of that experience must be in a lead capacity.</li> <li>• A minimum of three (3) years' experience with data migration to Workday on project(s) with size, scope, and complexity similar to Exhibit A, Scope of Work.</li> </ul>
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Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree in an IT-related or engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> </ul>
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<b>Integration Lead</b>	
Experience	<ul style="list-style-type: none"> <li>• A minimum of seven (7) years of experience in electronic data processing systems study, design, and programming. At least four (4) years of that experience must be in a lead capacity.</li> <li>• A minimum of three (3) years of experience developing integrations, exporting, Application Programming Interfaces (APIs), and marketplace applications with Workday on project(s) with size, scope, and complexity similar to Exhibit A, Scope of Work.</li> </ul>
Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree in an IT-related or engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> </ul>

<b>Integration Consultant</b>	
Experience	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of experience in electronic data processing systems study, design, and programming. At least three (3) years of that experience must be in a lead capacity.</li> <li>• A minimum of two (2) years of experience developing integrations, exporting, APIs, and marketplace applications with Workday on project(s) with size, scope, and complexity similar to Exhibit A, Scope of Work.</li> </ul>
Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree in an IT-related or engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> </ul>

<b>OCM Lead</b>	
Experience	<ul style="list-style-type: none"> <li>• A minimum of five (5) years of broad, extensive and increasingly responsible experience applying OCM principles, methods, techniques, and tools. At least three (3) years of that experience must be as an OCM Lead for one or more large or complex IT projects.</li> <li>• A minimum of two (2) years of experience leading Organizational Change Management (OCM) activities for public sector projects.</li> </ul>
Education	<ul style="list-style-type: none"> <li>• Possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.</li> <li>• Possession of a valid OCM certification from an accredited institution such as PROSCI, ACMP, or APGM. The OCM certification will be verified during the RFP process. Other certifications of a similar standard may be accepted at Covered California's discretion with sufficient supporting evidence that said certification is of a similar standard. OCM certification, or any other accepted certification of a similar standard, is required and may not be substituted with additional experience.</li> </ul>

### 3.2 Reassignment of Personnel

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

the Contactor, the Contractor shall assign an acceptable substitute employee.

#### **4. SCOPE OF WORK**

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

##### **4.1 Contract Completion Criteria**

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

##### **4.2 Milestone Acceptance Criteria**

All concluded work must be submitted to Covered California for review and approval or rejection. Payment for all tasks performed under this RFP will be based on milestones. It will be Covered California's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract term, Covered California will review and validate the services performed. In addition, the Covered California Representative will verify and approve the Contractor's invoices. Covered California reserves the right to review payments to designated subcontractors to ensure compliance with applicable contractual and legal requirements. Signed acceptance is required from the Covered California Representative prior to submission of an invoice for payment.

Milestone acceptance criteria consist of the following:

1. Milestone-specific Deliverables, Activities and Key Artifacts were completed as described in the Exhibit A - SOW. General Scope or Tasks.
2. Plans, schedules, designs, documentation, digital files, photographs, 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 native format that will allow Covered California to maintain and modify on a go-forward basis.
5. If a Milestone is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the milestone specific

deliverable. If the deliverable is of such complexity that additional time is required, Covered California will so notify the Contractor within the ten (10) business day period and include an estimated date by which Contractor can expect a response.

#### **4.3 Contractor's Roles and Responsibilities**

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person shall be responsible for the overall project and the contact for all invoicing and Contractor staffing issues.
2. Provide written reports for review and approval by Covered California, and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If a substitution becomes necessary, the Contractor shall submit resumes for Covered California's review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by the Covered California Representative. Failure to obtain the required approvals or acceptable substitute staff may, in Covered California's sole discretion, result in termination of the contract.

#### **4.4 Covered California's Roles and Responsibilities**

Covered California shall:

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

6. Identify and provide access to Subject Matter Experts (SME) to assist in the development of technical requirements.

#### 4.5 Payment and Invoicing

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

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

### 5. PROPOSAL RESPONSE CONTENT

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

1. Administrative Requirements
  - a. Attachments
  - b. Model Contract with Exhibits
2. Technical Requirements

#### 5.1 Proprietary Information and Confidential Status of Responses

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

#### 5.2 Administrative Requirements

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

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

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

### 5.2.2 Updated Model Contract

1. Using the Exhibit A – Scope of Work template, include revised Exhibit A with updated Scope of Work, using track changes.
  - a. Understanding and Description of the tasks to be performed (Work Plan).
2. Costs: Include revised Exhibit B – Budget Detail and Payment Provisions and Exhibit B, Attachment 1 – Cost Worksheet, using track changes.

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

## 5.3 Technical Requirements

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

### 5.3.1 *Understanding and Approach*

Include a description of the Bidder's understanding of the project's goals, emphasizing the Bidder's understanding of the objectives and the major activities that must be performed to complete the work. Understanding and Approach must include the following sections:

#### *5.3.1.1 Implementation Methodology.*

As part of the response to this RFP, the Bidder must provide an implementation methodology that explains the approach, including the list of deliverables, activities, and key artifacts, to the following phases:

- **Planning.** Orientation and planning activities, artifacts, and deliverables;
- **Customer Design Workshop.** Working with Covered California to understand its current processes, configuration needs, and usage.
- **Prototyping.** System configuration, collaboration, and demonstrations of features;
- **Data Migration.** Extracting, transforming, loading, and validating data into the new system from various sources and formats (e.g. Excel and SharePoint);
- **Testing.** End-to-end testing; and
- **Production Support.** Technical debt and defect resolution.

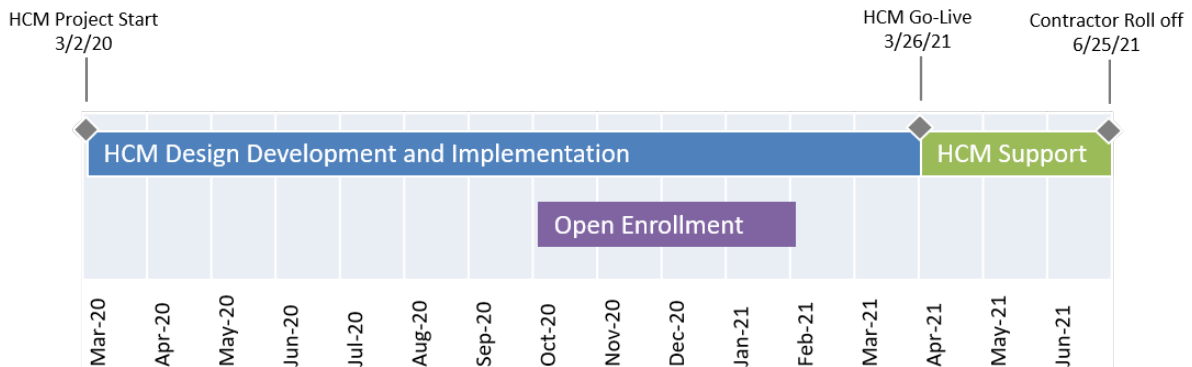
#### *5.3.1.2 Roadmap*

As part of the response to this RFP, the Bidder must provide an Implementation Roadmap of the HCM project. Covered California expects to start the HCM project on March 2, 2020, have a full implementation by March 26, 2021, and have the vendor roll off by June 25, 2021.

The Agency has identified open enrollment as a constraint that can affect the implementation roadmap. The Agency considers open enrollment from October 2020 to January 2021. During this time, Service Center employees have reduced meeting times and only attend mandatory training due to high volume of calls and overtime. Service Center managers and supervisors have reduced availability for meetings and training so that they can assist with the volume of escalated calls.

The Implementation Roadmap must consist of all the high-level tasks and milestones that are needed to complete full implementation. It must capture tasks

and key dates, accounting for the constraints identified above. The Bidder must include a roll off strategy that will address transitioning control of Workday, including all interfaces, to Covered California.



### 5.3.1.3 Risk Mitigation Strategy

As part of the response to this RFP, the Bidder must provide a risk mitigation strategy for the following identified risks:

- **Organizational Change Management (OCM).** Workday will streamline and automate all HR business processes currently used at Covered California. This will affect all employees in the organization, approximately 1,400. A successful implementation is highly dependent on timely communication and user adoption;
- **Changing Work Force Management (WFM) Tool.** The Service Center will be changing its third party WFM tool. The exact tool and timeframe for implementation is yet to be determined. However, a successful implementation of the WFM tool interface will be dependent on coordination with the WFM team;
- **Data Quality.** The majority of HR business processes is manual. Data is primarily stored in Excel format. A successful data migration will require an approach to identify the single source of truth and a successful exchange with reporting agencies;
- **Coordinate Training SVC/Expo.** Successful adoption for Covered California is dependent on the ability to coordinate training between three geographical locations and open enrollment, including satellite offices; and
- **Unidentified Risks.** Aside from the identified risks above, the Bidder must provide a list of other risks that have not been accounted for and may impact the schedule, scope, and resources, and provide a corresponding mitigation strategy.



#### **5.3.1.4 OCM**

The Bidder must provide an approach in response to this RFP that addresses how it will perform key OCM activities described in Exhibit A, Section E - Organizational Change Management.

#### **5.3.1.5 Training**

As part of the response to this RFP, the Bidder shall propose an approach that includes the people, tools, technology, methodologies, frameworks, and timeline for the following:

- Workday software business process and training material delivery based on the customizations and configurations for the groups identified in Exhibit A Section F.1 - Training Groups;
- Shadowing for identified HR and System Administrator staff;
- Attaining required software vendor certifications by role (if any); and
- How the Bidder's OCM Lead will collaborate with Covered California and the Covered California University (CCU) Training Team to develop a training strategy.

#### **5.3.1.6 Assumptions**

The purpose of laying out assumptions is to remove ambiguity so that the required effort can be accurately estimated. Covered California has made the following assumptions:

1. The Contractor's work hours shall be consistent with Covered California's key staff on-site, whose normal business hours are 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, except for State holidays.
2. Overtime rates will not be reimbursed under the contract.
3. Travel will not be reimbursed under the contract.
4. Any modifications to tasks within Exhibit A – Scope of Work of the contract shall be defined, documented, and mutually agreed upon by the Contractor and Covered California's Representative prior to starting work on the modified task(s). Covered California's Representative may refine or clarify the services deemed necessary to meet the needs of this project in accordance with Covered California's priorities.
5. Covered California and the Contractor shall be mutually obligated to keep open and regular channels of communication in order to ensure the

successful performance of the contract. Both parties shall be responsible for communicating potential problems or issues to Covered California's Representative and the Contractor's project team manager, respectively, within forty-eight (48) hours of becoming aware of the problem or issue.

6. The Agency assumes that the Workday roll out implementation will be done with a Big Bang approach on Go-Live date.
7. The Agency assumes that the State Controller's Office (SCO) interface is a reusable component, therefore, we assume that the Contractor will develop this interface at no cost, or at a reduced cost.
8. The Agency assumes that the Contractor will implement all Workday features, resolve any defects, and complete knowledge transfer prior to the end of the support phase. Once all those activities are completed, the Agency assumes that Covered California staff will be self-sufficient to support Maintenance and Operations.

The Bidder must validate these assumptions. In addition, the Bidder must provide any other assumptions the Bidder is making about the SOW, the responsibilities of the Bidder and Covered California, and any other issues relevant to the Bidder's offer and ability to perform the work for the proposed cost made in response to this RFP.

### **5.3.2 Corporate Qualifications Summary**

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

1. Ability to manage the project and the risks involved;
2. Ability to complete projects on time and within budget;
3. Ability to provide quality deliverables;
4. Evidence of the Bidder's experience performing the services outlined in this RFP, including the total number of years the Bidder has been providing these services; and
5. Evidence of the Bidder's ability to meet the minimum qualifications identified in Section 2. Corporate Minimum Qualifications of this RFP.

### 5.3.3 *Project Team Qualifications*

Describe the qualifications of each member of the proposed project team. Identify the role each member is expected to play and describe the experience, education, knowledge, and skills each possesses as they relate to their proposed role and Section 3. Project Team Minimum Qualifications.

The Bidder must identify the key staff that will be the points of contact for Covered California and the percentage of time that staff will be dedicated to the work detailed in Exhibit A – Scope of Work.

#### 5.3.3.1 *Resumes*

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

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

### 5.3.4 *Past Projects Completed*

Describe in a narrative up to five (5) projects the Bidder has completed in the last two (2) years that relate to the tasks listed in Exhibit A – Scope of Work.

## 6. **AWARD AND SELECTION CRITERIA**

### 6.1 **Written Responses to This RFP Will Be Evaluated In Phases**

Phase 1- Administrative Requirements. The Evaluation Team will review responses to the Administrative Requirements as more fully described in Section 5.2. Administrative Requirements above.

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

## 6.2 Interviews

After Phase 2, interviews may be conducted with up to three (3) of the highest-rated Bidders. The number of Bidders interviewed and the decision whether to conduct interviews at all shall be within the sole discretion of Covered California. The specific staff to be interviewed will be agreed upon by Covered California and the Bidder at the time the interview is scheduled.

## 6.3 Evaluation Criteria

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

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

<b>Technical Requirements Scoring Criteria</b>	<b>Weight</b>	<b>Points</b>
1. Understanding and Approach	35%	350
1.1 Implementation Methodology	5%	50
1.2 Roadmap	5%	50
1.3 Risk Mitigation	5%	50
1.4 OCM	10%	100
1.5 Training	5%	50
1.6 Assumptions	5%	50
2. Corporate Qualifications/Capacity	5%	50
3. Project Team Qualifications and Resumes	15%	150
4. Past Projects Completed	5%	50
5. Cost	30%	300
6. Interviews	10%	100
<b>Totals</b>	<b>100%</b>	<b>1000</b>

After application of the weighted evaluation criteria described above, Covered California will combine the technical requirements with the final cost score and will tentatively identify the firm with the highest combined proposal score. Covered California will determine which Bidders, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subcontractor preference, DVBE incentive, TACPA). The highest-rated proposal from a responsible Bidder shall be recommended for selection. Refer to Section 6. Award and Selection Criteria for details on applicable preferences/incentives.

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

1. Understanding and Approach
2. Corporate Qualifications/Capacity
3. Project Team Qualifications
4. Past Projects Completed
5. Cost
6. Interviews

### **6.3.1 *Understanding and Approach***

Scoring of this factor shall be based on the Evaluation Team's assessment of the Bidder's understanding of, and insight into, the challenges, issues, and risks faced by Covered California as depicted in Model Contract Exhibit A – Scope of Work, and the feasibility, efficiency, and expected effectiveness of the approaches offered by the Bidder to provide assistance to Covered California. Evaluators will assign scores based on information contained in the Bidder's Understanding and Approach Narrative described above in Section 5.3.1. The Evaluation Team will consider, in descending order of importance:

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

### **6.3.2 *Corporate Qualifications/Capacity***

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

Corporate Description, Capacity, and Background: Scoring of this factor will be based on the Evaluation Team's assessment of the Bidder's corporate resources,

capacity, and historical track record as they relate to the SOW. Evaluators will assign scores based on the Bidder's Corporate Qualifications narrative described above in Section 5.3.2.

### **6.3.3 Project Team Qualifications and Resumes**

Covered California seeks a team of highly-qualified staff to provide Workday implementation services as depicted in Model Contract Exhibit A – Scope of Work, combined with technical- or skill-based staff as described in Section 5.3.3. The following describes the evaluation and scoring of key staff qualifications.

#### **1. Project Team Experience and Credentials**

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

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

### **6.3.4 Past Projects Completed**

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

### **6.3.5 Technical Requirements Scoring Criteria**

Evaluators will assign technical points to all categories using these technical requirements scoring criteria. Scores are based on the percentage of each individual criteria identified in Section 6.3 Evaluation Criteria:

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success	Score (%)
Excellent	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High	100
Good	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High	75
Acceptable	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair	50
Marginal	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses or deficiencies	Significant	Significant	Poor	25
Unacceptable	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses or deficiencies	Needs major revision	Needs major revision	None	0

### 6.3.6 Cost Score

#### Cost (300 points)

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

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

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

## Cost Evaluation and Scoring Methodology (Example only)

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

### 7. PREFERENCE PROGRAMS

Covered California will determine which Bidders, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subcontractor preference, DVBE incentive, TACPA, etc.).

Covered California will adjust the total score for applicable preference(s)/incentives for eligible Bidder(s). Once a Bidder has been determined eligible for a preference or incentive, Covered California will apply preference adjustments to eligible Bidder(s) according to the criteria as set forth in this section as well as any applicable State regulations.

#### 7.1 Small Business (SB) Preference

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

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Bidder must either be certified as a small business or submit a copy of their certification approval letter from DGS / Office of Small Business and DVBE Services (OSDS) by the proposal due date and time. The 5% preference is used only for computation purposes to determine the winning Bidder and does not alter the amounts of the resulting contract.

A five percent (5%) preference is available to a non-small business (NSB) claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the NSB subcontractor preference, the proposal must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least 25% of the net proposal price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

Bidders claiming the 5% preference must commit to subcontract for at least 25% of the net proposal price with one or more California certified small businesses. The preference to a non-small business firm that commits to California certified



small business subcontractor participation of 25% of its net proposal price shall be 5% of the points from the highest scoring proposal.

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

Once each proposal has been scored, if the highest scored proposal is from a non-certified small business, then 5% of the points from the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

**How the SB Preference Works**

1. SB Awards Based on High Points

In the example below, Bidder A is ranked 1 with 1250 points. Bidders B and C are in ranks 2 and 3 respectively and both are certified small businesses. The SB preference is calculated by factoring  $.05 \times 1250$  (high point score) which equals 62.5 points. This amount is added to each point score for Bidder B and Bidder C. As a result Bidder B moves into Rank 1 with 1257.5 points, Bidder C remains in Rank 3 with 1177.5 points and Bidder A drops to Rank 2 with 1250 points. Bidder B is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score	1250	1195	1115
Initial Ranking	1	2	3
SB Status	No	Yes	Yes
SB 5% Preference	No	Yes	Yes
Preference Points Applied	0 Points	62.5	62.5
Adjusted Points	1250	1257.5	1177.5
New Ranking	2	1	3

## 2. NSB Award Based on High Points

In the example below, Bidder A is ranked 1 with 1300 points. Bidder A is not a certified small business and has not identified a certified small business subcontractor. Neither Bidders B and C are certified small businesses, but they've identified certified small business subs. Each firm receives an additional 65 NSB preference points added to their scores for 1260 and 1200 respectively. After application of the points, Bidder A remains in Rank 1 with 1300 points and is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score	1300	1195	1135
Initial Ranking	1	2	3
SB Status	No	No	No
SB Subcontractor	No	Yes	Yes
SB 5% Preference	No	Yes	Yes
Preference Points Applied	0 Points	65	65
Adjusted Points	1300	1260	1200
New Ranking	1	2	3

Small business Bidders shall have precedence over non-small business Bidders in that the application of a Bidder preference shall not result in the denial of the award to a small business Bidder.

Ties between a certified SB Bidder and a certified disabled veteran owned small business Bidder shall be awarded pursuant to Government Code section 14838.

### 7.2 Disabled Veteran Business Enterprise (DVBE)–Declaration and Program Incentive

This RFP does not require Bidders to meet a minimum DVBE participation percentage or goal. Participation in this program is optional. However, Bidders are encouraged to subcontract with DVBEs. A Bidder may achieve participation by qualifying as a DVBE or by contracting with DVBE subcontractors. DVBEs must perform a commercially useful function, related to the bid specifications as required by Military and Veterans Code Section 999 (b)(5)(B).

Pursuant to California laws and regulations, a DVBE incentive will be awarded as points to the sum of the technical requirements score (non-cost score) of qualified responsive/responsible Bidders that provide for utilization of California certified DVBEs. The application of the DVBE incentive is for evaluation purposes only. The maximum DVBE incentive allowed is 5% of the total possible points.

Ties between a certified SB Bidder and a certified disabled veteran owned small business Bidder shall be awarded pursuant to Government Code Section 14838.

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

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

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

### **How the DVBE Preference Works**

The example below is provided to show how to determine whether the designated DVBE incentive points fall within the acceptable percentage range. The following provides an example of how points MAY be assigned for a solicitation. It does **not** represent, nor should be considered, the only approach that may be used for an award based on high points.

#### DVBE Incentives Based on High Points

As an example, a solicitation has assigned 700 as the maximum (high point) score available for the technical (non-cost) requirements. Likewise, the cost score assigned equals a maximum amount of 300 points (refer to Section 6.3.4. Cost Score table as the sample for this example). The point designation reflects an evaluation methodology weight of 70% for non-cost technical requirements and 30% for cost score.

Total DVBE incentives, excluding points for socioeconomic incentives or preferences, range from 35 points (.05 x 700) to 7 points (.01 x 700). These points are factored based on the confirmed level of DVBE participation times the total possible non-cost points that could be awarded.

In the example below, Bidder A (a non-small business) is ranked 1 with 700 points. Bidders B and C are in ranks 2 and 3 respectively and both are certified DVBE (only) businesses. The DVBE preference is calculated based on a participation level of 5% or more. Therefore, Bidders B and C receive 35 (.05 x 700) additional points while Bidder C receives 0 points for no DVBE participation. These incentive

points are added to each non-cost technical score. As a final step, the cost score points are added to the total amounts (technical score plus incentive points) in order to make the final award determination. The results are as follows: Bidder B moves into Rank 1 with 1030 points, Bidder A is Rank 2 with 957 points and Bidder C remains in Rank 3 with 945 points. Bidder B is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score (Technical Non-Cost)	700	695	685
Initial Ranking	1	2	3
DVBE Status	No	Yes	Yes
SB Status	No	No	No
DVBE Incentive Points Applied	0	35	35
SB Preference Points Applied	0	0	0
Cost Score Points	257	300	225
Adjusted Points	957	1030	945
New Ranking	2	1	3

*Note: Administrative Requirements in this example are pass/fail only and therefore are not included as points.*

### 7.3 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, section 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 section 1896.61(f); is certified in accordance with section 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 section 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 responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted under normal industry practices.

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

#### **7.4 Target Area Contract Preference Act (TACPA)**

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

If the Bidder wishes to take advantage of the TACPA preference program, the Bidder must complete and submit the Target Area Contract Preference Act Preference Request for Goods and Services Solicitations, Form STD 830 (Attachment 7) and Form DGS/PD 526 (Attachment 8) with its proposal package.

## **8. Attachments**

Attachment 1: Proposal Cover Page

Attachment 2: Form 700 Statement of Economic Interest Certification

Attachment 3: Form STD 204 – Payee Data Record

Attachment 4: Contractor Certification Form

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

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

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

Attachment 8: Form DGS/PD526 Bidder's Summary (TACPA)

Attachment 9: Proposal Checklist

## **9. Model Contract with Exhibits**

Standard 213

Exhibit A – Scope of Work

Exhibit A, Attachment 1 – Interfaces

Exhibit B – Budget Provisions

Exhibit B, Attachment 1 – Cost Worksheet

Exhibit C – General Terms and Conditions

Exhibit C, Attachment 1 – Resumes

Exhibit D: Privacy Addendum