



# Request for Proposal RFP 2024-04: Advertising and Marketing Services

## Addendum #2 – October 1, 2024

### Addendum #2 revises:

Document	Section	Page	Changes
RFP	1.4 Key Action Dates	6	Dates updates

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## 1. INTRODUCTION

### 1.1 Overview

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

**Potential Proposers should carefully read this document and all attachments in their entirety, as they may contain binding provisions that affect the rights and obligations of Proposer organizations.** Proposers must comply with the instructions contained in this document. Proposals for this RFP must be submitted to the Covered California contact designated in Section 1.5 below.

### 1.2 Purpose

The purpose of this Request for Proposal (RFP) 2024-04 is for Covered California to solicit proposals from qualified advertising agencies to serve as the Agency of Record (AOR) to provide multi-segment, integrated communications services through holistic, statewide marketing campaigns in multiple languages to promote Covered California to the state's diverse population and maximize the number of Californians enrolled in health insurance coverage.

The selected Contractor is expected to create annual statewide marketing campaigns to support open enrollment, special enrollment, and other enrollment opportunities that may arise as a result of regulatory, or policy changes as outlined in the Scope of Work (SOW), Exhibit A. These campaigns shall build upon the strengths and strategies of the current work 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 build brand awareness and understanding of what Covered California is and how it can help Californians and motivate them to enroll in and maintain health insurance coverage.

### 1.3 Background

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (ACA), California became the first state to enact legislation to establish a qualified health benefit exchange, also known as Covered California. 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 by its brand 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. Since Covered California’s first open enrollment period in 2013, federal data shows that California’s uninsured rate fell from 17.2 percent to a record low 6.5 percent in 2022, which is the largest percentage point drop for any state in the nation over the same period.

The state of California continues its legacy of building upon and strengthening the ACA. The Fiscal Year (FY) 2023-24 budget package passed by the state Legislature and enacted by the Governor appropriated \$82.5 million of the Health Care Affordability Reserve Fund (HCARF) to Covered California to support a program of financial assistance for coverage year 2024 that reduced out-of-pocket health care costs for over 600,000 enrollees. Per the budget agreement, funding for the program is planned to increase to \$165 million starting in coverage year 2025. California also enacted a state-based individual mandate beginning in 2020 requiring Californians to have health insurance. These state-based initiatives are designed to help expand health insurance coverage to qualified consumers.

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

For additional information on Covered California, please refer to the consumer website at [www.coveredca.com](http://www.coveredca.com) To learn more about the operations and governance of Covered California, please refer to [hbex.coveredca.com](http://hbex.coveredca.com)

#### 1.4 Key Action Dates

Proposers are advised of the key dates and times shown in the table 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>July 16, 2024</b>
<b>Registration for Proposers’ Conference &amp; RFP Questions Due Date and Time:</b>	<b>July 22, 2024, by 3:00 PM</b>
<b>Proposers’ Conference (virtual):</b>	<b>July 25, 2024, from 10:30 AM to 1:30 PM</b>
<b>Responses to Questions Posted By:</b>	<b>July 31, 2024</b>

<b>Stage 1 – Administrative &amp; Technical Capabilities Proposal Due Date and Time:</b>	<b>August 8, 2024, by 3:00 PM</b>
<b>Stage 2 – Notification, Instructions &amp; Assignment Released:</b>	<b>August 16, 2024</b>
<b>Stage 2 – Webinar Questions Due:</b>	<b>August 20, 2024, by 3:00 PM</b>
<b>Stage 2 – Webinar:</b>	<b>August 23, 2024, at 11 AM</b>
<b>Stage 2 – Responses to Webinar Questions Posted:</b>	<b>August 27, 2024</b>
<b>Stage 2 – Site Visits:</b>	<b>September 10 - 13, 2024</b>
<b>Phase 3 – Notification, Instructions &amp; Assignment Release:</b>	<b>September 19, 2024</b>
<b>Stage 3 – Financial Package Due:</b>	
a. Cost Proposal (Exhibit B, Attachment 1)	<b>a. October 11, 2024, by 3:00 PM</b>
b. Financial Records	<b>b. October 4, 2024, by 3:00 PM</b>
c. Model Contract and Exhibits with changes and exceptions if any.	<b>c. October 11, 2024, by 3:00 PM</b>
<b>Stage 3 – Oral Presentations:</b>	<b>October 16 - 18, 2024</b>
<b>Estimated Notice of Intent to Award:</b>	<b>Week of November 4, 2024</b>
<b>Estimated Contract Start Date:</b>	<b>December 2, 2024 to March 31, 2030</b>

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

It is the Proposers’ 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.

### **1.5 Contact**

For questions regarding this RFP, contact Covered California via email at [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov) with “RFP 2024-04” in the subject line. The Covered California contact for this solicitation is Joyce Anne Asper.

Please reference the RFP number in all communications. Phone calls will not be accepted.

### **1.6 Contract Term**

The initial term of the contract shall be for five (5) years and four (4) months, from December 2, 2024, to March 31, 2030; however, the contract term is subject to change and may be amended. The resulting contract will be of no force or effect until signed by

both parties. 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. Performance shall not commence until a valid contract has been executed between the successful Proposer and Covered California. Covered California will not pay for any services performed prior to the execution of a valid contract.

## **1.7 Contract Amount**

It is estimated that the funding for the contract will be approximately \$38 million per year for the full term of the contract. The contract will include a one-time \$15 million contingency fund, which may only be spent upon prior approval by the Covered California Board of Directors and budget availability. Unspent contingency funds will roll over each year of the contract but may not exceed \$15 million for the duration of the contract. The total cost of the contract will not exceed \$205,000,000, including the contingency. However, Proposers should not base their proposal on the potential for increased funding in any given year.

Proposals 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.

## **1.8 Contract Amendment**

The parties may increase or decrease funding through an amendment, but cannot exceed the total contract amount or the compensation rates set by Contractor's proposal. Funding for option years may not be used in advance and may not exceed the funding amount set in the initial contract term unless authorized by the solicitation

Any amendment will require Covered California's approval in accordance with its policies and procedures. An amendment may require a formal resolution from the Covered California Board of Directors before Covered California can execute it.

## **1.9 Proposers' Conference and Registration**

Covered California will conduct a voluntary Proposers' Conference on July 25, 2024 from 10:30 AM to 1:30 PM via webinar.

Prospective Proposers are strongly encouraged to participate but are not required to do so. The purpose of the conference is for Covered California to provide an overview of itself, discuss the RFP process, and give prospective Proposers an opportunity to ask questions about proposal preparation and submission before the due date.

To register for attendance at the Proposers' Conference, send a request to the email address provided in Section 1.5 by 3:00 PM on July 22, 2024. The prospective Proposer's organization name, name(s) of those attending, and contact information must be clearly identified. Webinar attendance information will be provided upon registration.

Remarks and explanations expressed during the Proposers' Conference shall 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 website listed in Section 1.11 below.

### **1.10 RFP Questions**

Prospective Proposers must submit any questions regarding this RFP by the due date and time specified in the Key Action Dates table in Section 1.4. Only questions sent to the email address provided in Section 1.5 will be accepted. Prospective Proposers must provide enough specific information to enable Covered California to identify and respond to their questions. When submitting questions, please reference the RFP number in the subject line.

Responses to questions received during the RFP Questions time period will be addressed during the Proposers' Conference and the official written responses will be posted on the website at <http://hbex.coveredca.com/solicitations>. Clarifying or follow-up questions raised during the Proposers' Conference may be addressed if time permits. Proposers who fail to report a known or suspected problem with this RFP or who fail to seek clarification or correction of this RFP do so at their own risk.

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

### **1.11 Submission of Proposals**

1. **Proposers' Cost:** Costs for developing proposals and attending Proposers' Conferences are entirely and solely the responsibility of the Proposer and are not chargeable to Covered California.
2. **Completion of Proposals:** Proposers are required to be both responsive (fully compliant) and responsible (capable and qualified to perform work) relative to the 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 proposal may be rejected by Covered California, in its sole discretion, if the proposal is conditional, incomplete, or irregular in any way. A 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 that do not support an attribute or condition claimed by the Proposer may be rejected. If, in the sole opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the proposal or was included as a result of gross negligence attributable to the Proposer, 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 Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify Covered California of such error by emailing the contact in Section 1.5 and shall request a 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 a Proposer's failure to correct errors, nor for any Proposer's failure to regularly and timely check the website for changes.
5. **Importance of Meeting Deadlines:** Proposers are responsible and assume all risks for the delivery and receipt by Covered California of all proposal submissions prior to the submission deadline. The stated deadlines for submitting a proposal and all required materials for receipt by 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 the evaluation criteria as set forth in this RFP and at Covered California's sole discretion. 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. The selection and contract award, if made, will be made to a single Proposer. The selected Proposer's proposal, including proposed compensation rates, will be incorporated by reference into the resulting contract along with this RFP 2024-04, including all attachments, and any addendums.

## 1.12 Format of Proposals

Proposers must submit a proposal package that contains all required attachments, documents, narrative responses, and Model Contract exhibits. Proposals must be submitted electronically via email to [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov) with "RFP 2024-04" in the subject line. Hard copy proposals will not be accepted and will be deemed non-responsive.

All documents must be provided in searchable text format and free of any passwords or encryption.

### 1. Electronic Signatures

Proposers may sign required attachments and documents electronically or with ink, so long as the attachments and documents are submitted in PDF format. Signatures must be provided by an authorized signatory who is authorized to contractually bind the Proposer organization.

### 2. Narrative Format

- a. Narrative portions of proposals should be prepared to provide a straightforward,

concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

b. Proposers must follow the format requirements listed below for all narrative portions of the proposal submission. 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 **8.5" x 11" pages in Microsoft® Word® with** a Times New Roman, Arial, or Calibri font of at least 12-point size throughout unless a form is required by Covered California that contains a smaller font.
- 2) Use one-inch margins at the top, bottom, and sides.
- 3) 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.
- 4) Place the Proposer organization's name in a header or footer on every page. If the Proposer's name is not already entered elsewhere on a completed certification or form, add it to a header, footer, or signature block.

### 3. Model Contract with Exhibits

All proposals must be based on and conform to the Model Contract provided with this solicitation. Proposers should review the Model Contract in its entirety prior to submitting a proposal. Proposers must submit as part of their proposals any changes or exceptions to the Model Contract that they wish to negotiate. However, extensive or significant changes or 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 changes or exceptions materially change the contractual relationship between the parties. Proposer-suggested changes or exceptions to the Model Contract exhibits must be documented via tracked changes to the documents using Microsoft® Word®. All Model Contract changes or exceptions must be included in the Stage 3 proposal package at the time of submission. **No additional changes or exceptions may be presented during contract negotiations.** Covered California reserves the right to reject all changes and exceptions in the proposal package.

#### 1.13 Covered California's Rights

##### 1. Verification of Proposer Information

By submitting a proposal, the Proposer authorizes Covered California to do the following:

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

#### **1.14 Rejection of Proposals**

Deviations may cause a proposal to be deemed non-responsive and to not 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 Proposer from full compliance with the RFP specifications if awarded the contract.

Proposals that are not received by the date and time specified in Section 1.4 Key Action Dates will be maintained separately from proposals that have been timely received. Proposals received after the due date may only be 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 do the following:

- i. Reject any or all proposals received in response to this RFP, or portions of proposals;
  - ii. Amend or cancel this RFP at any time, after which Covered California may reissue the RFP at a later date; and
  - iii. Consider a Proposer's past contract performance with Covered California in its selection of a Proposer pursuant to this RFP.

#### **1. Non-Responsive Proposals**

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

- i. The proposal is received after the exact time and date set forth in Section 1.4 Key Action Dates for receipt of each submission;
- ii. The Proposer fails to meet one or more of the minimum qualifications specified in the Proposer's Minimum Qualifications Certification (Attachment 3) and discussed in Section 4.1.1;
- iii. The Proposer fails to submit or fails to complete and sign any required attachments as instructed in this RFP;
- iv. The proposal contains false, inaccurate, or misleading statements or references;
- v. The Proposer is unwilling or unable to fully comply with Covered California's proposed contract provisions; or
- vi. The Proposer supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

## 2. Business in Good Standing

Proposer 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:

### a. Corporation in Good Standing

As required by California law, Proposer organizations must be in good standing and qualified to do business in California at the time of submitting a proposal and, if selected by Covered California, during the entire term of the contract. If the Proposer organization is incorporated, the Proposer's status with the California Secretary of State (SOS) must be Active; a status of Cancelled or Suspended will cause the Proposer to be deemed non-responsive. This requirement does not apply to sole proprietors and general partnerships. Unless otherwise specified, the Proposer shall not submit copies of its organization's bylaws or Articles of Incorporation.

"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.

## b. 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 Proposer is not on a prohibited list due to tax delinquencies. The proposal will be considered non-responsive if the Proposer 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>.

## 3. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should Covered California determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by Covered California.

### 1.15 Proprietary Information and Confidential Status of Responses

Any documentation submitted which has been marked “Proprietary” or “Trade Secrets” may be rejected. All proposals and evaluation documents are confidential and will not be available for public inspection pursuant to Government Code Section 100508(a)(1).

### 1.16 Errors in Proposals

An error in a 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 this RFP and any unusual complexity of the format and content required by this RFP.

1. If the Proposer's intent, as determined by Covered California, is clearly established based on its review of the complete proposal submission, 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 Proposer may modify a proposal after submission by withdrawing its original proposal and resubmitting a new one as long as it is received prior to the proposal submission deadline. Modifications offered by a Proposer in any other manner, oral or written, will not be considered.
4. A Proposer may withdraw its proposal by submitting a written withdrawal request to Covered California, signed by the Proposer or an authorized agent. Proposals may not be withdrawn subsequent to the proposal submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

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

### **1.17 Notice of Intent to Award**

A Notice of Intent to Award identifying the selected Contractor will be posted on the website at <http://hbex.coveredca.com/solicitations>. All finalists who participated in the final stage will be notified by email regarding the contract award decision.

### **1.18 Protest**

Any protest properly submitted within five (5) business 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:

#### **1. General**

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

#### **2. Grounds**

Protester 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 protester has demonstrated sufficient grounds to allow the protest to be heard. Abuse of the protest process by unsuccessful Proposers for the purpose of securing confidential information about other Proposers will be rejected by Covered California. The sole grounds for a protest are:

- i. Protester reasonably believes that Covered California has acted in an arbitrary and capricious manner; and/or
- ii. Protester reasonably believes that Covered California committed an error in the proposal process as stated in the solicitation that is sufficiently material to justify invalidation of the intended award.

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

### 3. Requirements for Protest

Protests must be submitted in writing, signed by an individual who is authorized to contractually bind the Proposer, 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 protester relies. Protests must be received by Covered California no later than the close of business five (5) business days after the Notice of Intent to Award has been posted.

Protests must be emailed to [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov) with "PROTEST FOR RFP 2024-04" in the subject line.

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

### 4. Terms of Protest

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

A protester 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 protester'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 protester as part of the protest process.

#### **1.19 Disposition of Proposals**

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



## **1.20 Contract Execution and Performance**

Covered California will confirm the contract award to the winning Proposer after the protest deadline if no protests are filed or following the resolution of all protests.

Covered California reserves the right to adjust the language in the contract awarded from this solicitation. Therefore, final executed 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.

Performance shall begin no later than the date set forth in this 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 reserves the right to terminate the contract upon five (5) business days written notice to the Contractor. In such an event, the Contractor shall be liable to Covered California for the difference between the Contractor's cost proposal 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.

## **1.21 Subsequent Solicitation**

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

## **1.22 Addition or Subtraction of Services**

Notwithstanding that proposals 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 proposals has passed as of the time the addendum is posted and proposals have been received, Covered California, in its sole discretion, may restrict responses to the modified SOW so that only entities that submitted timely proposals in response to the initial RFP may respond to the addendum.

## **1.23 News Releases and Social Media**

By submitting a proposal, Proposers 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. PROPOSER AND THEIR TEAM

Covered California seeks an advertising agency with experience and knowledge of the process outlined in this RFP and the Model Contract Exhibit A – Scope of Work. Proposers must demonstrate that the agency team members who will be assigned to the Covered California possess the experience, education, knowledge, and skills required to perform the work described in this RFP.

### 2.1 Reassignment of Personnel

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

### 2.2 Subcontractors

Given the rich diversity of California, it is anticipated the successful Proposer 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 to offer cost-competitive pricing for its clients. (Note: Proposers will not be advantaged or disadvantaged for the use of a media buying service).

1. If the Proposer 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) and/or "Proposed Subcontractor - Agency Fact Sheet" (Attachment 6) to be included in the Proposer's Stage 1 submission.

2. 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.
3. 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 through a separate competitive process to address these needs.
4. Covered California reserves the right to request the replacement of any subcontractor, vendor, or consultant selected by the Contractor. Upon receiving a request from Covered California to change a subcontractor, vendor, or consultant, Contractor shall provide a list of potential replacements, including detailed information on their qualifications and experience, within ten (10) business days and implement the change in subcontractor, vendor, or consultant within a mutually agreed upon timeframe, ensuring minimal disruption to deliverables. Notwithstanding Covered California’s right to request a change of subcontractor, vendor, or consultant, Contractor remains fully responsible for the performance of all contract obligations, including work performed by any and all subcontractors, vendors, or consultants.

### **3. SCOPE OF WORK**

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

#### **3.1 Contract Completion Criteria**

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

#### **3.2 Project Assumptions and Constraints**

1. The Contractor’s work hours shall be consistent with Covered California’s key staff, whose normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except for State holidays.
2. Overtime rates will not be reimbursed under the contract.
3. Pre-approved travel expenses will be reimbursed as outlined in Model Contract Exhibit E – Travel Reimbursement.

4. Any modifications to tasks within Exhibit A – Scope of Work (SOW) of the contract shall be defined, documented, and mutually agreed upon by the Contractor and Covered California’s representative and memorialized via the work order process outlined in the SOW 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 contract 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 Representative, respectively, within forty-eight (48) hours of becoming aware of the problem or issue.

### 3.3 Payment and Invoicing

If the collection of fees assessed from Qualified Health Plans (QHPs) is not sufficient to provide the funds for this contract, Covered California shall have the option to either cancel this contract with no liability occurring to Covered California or offer a contract 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 in an approved work order to complete a deliverable.

### 3.4 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.

## 4. REQUIRED PROPOSAL SUBMISSION CONTENT & STAGES

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

## **4.1 STAGE 1: Administrative and Technical Requirements**

To be deemed responsive, Proposers must comply with the Administrative and Technical Requirements in this section.

### **4.1.1 Administrative Requirements - Proposer Agency Minimum Qualifications**

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

- i. Proposer is a full-service California-based advertising agency that has been in business since January 1, 2019. The Proposer's California office shall service Covered California and be maintained throughout the term of the contract.
- ii. Proposer had minimum annual gross billings of \$100 million in at least two of the past four years including 2024. Billings may include media placement billings managed by the Proposer's California office purchased by an external media buying service on behalf of the Proposer's clients.
- iii. The Proposer's California office has a minimum of 50 employees.
- iv. 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.

Each Proposer may submit only one proposal for this RFP. More than one Proposer 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 proposing advertising agencies.

Subcontractors may participate in no more than two proposals.

All required minimum qualifications are outlined in Attachment 3 – Proposer Minimum Qualifications Certification. Please carefully review Attachment 3 to ensure that your organization meets the relevant minimum requirements before submitting a proposal. Failure to meet minimum qualifications will result in disqualification.

### **4.1.2 Administrative Requirements - Required Attachments**

Proposals must include the following required attachments as set forth below. Any attachment that requires a signature must be signed by a representative authorized to contractually bind the Proposer organization. Photocopies of wet signatures and electronic signatures are acceptable.

- i. The Proposal Cover Page form (Attachment 1) completed and signed.
- ii. The Proposal Checklist form (Attachment 2) completed.
- iii. Proposer's Minimum Qualifications Certification (Attachment 3) completed and signed.
- iv. Proposer Agency Fact Sheet (Attachment 4) completed and signed.
- v. Proposed Subcontractor – Media Buying Agency Fact Sheet (Attachment 5) completed and signed.
- vi. Proposed Subcontractor Agency Fact Sheet (Attachment 6) completed and signed.
- vii. Guaranty (Attachment 7) completed and signed.
- viii. Conflict of Interest (Attachment 8) completed and signed.
- ix. Bankruptcy and Litigation Disclosure (Attachment 9) completed and signed.
- x. The Payee Data Record (STD. 204) form (Attachment 10) completed and signed.
- xi. Payee Data Record Supplement (STD. 205) form (Attachment 10a) completed and signed, if applicable.
- xii. The Contractor Certification Form (Attachment 11) completed and signed.
- xiii. The Statement of Economic Interests Certification form (Form 700, Attachment 12) completed and signed.
- ~~xiv. The Bidder Declaration (GSPD-05-105) form (Attachment 15) completed and signed.~~

Attachment 12 is a Proposer certification form whereby the Proposer acknowledges and agrees that, upon contract execution, the Proposer's representative and applicable staff, if identified as code filers, agree to provide a completed Statement of Economic Interests (Form 700). For more information, see the Covered California Conflict of Interest Code at <http://hbex.coveredca.com/resources> and the Fair Political Practices Commission website at <http://www.fppc.ca.gov/Form700.html>.

~~If the Proposer wishes to claim the DVBE incentive and/or the TAGPA preference (see Section 6, Preference and Incentive Programs), the following optional attachments must also be included, as applicable:~~

- ~~i. The Disabled Veteran Business Enterprise Declarations (STD. 843) form (Attachment 16) completed and signed;~~
- ~~ii. The Target Area Contract Preference Act (TAGPA) Preference Request for Goods and Services Solicitations (STD. 830) form (Attachment 13) completed and signed.~~
- ~~iii. The Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) form (Attachment 14) completed and signed.~~

#### **4.1.3 Administrative Requirements - Required Insurance Documents**

Proposals must include the following required insurance documents:

- i. A Certificate of Liability Insurance equal to or greater than \$1,000,000;
- ii. Proof of Workers' Compensation Liability Insurance; and
- iii. Proof of Errors and Omissions Insurance presently in effect of no less than \$1,000,000 per occurrence.
- iv. Proof of Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by the Contractor for services provided pursuant to this contract.

If the Proposer cannot include a Certificate of Liability Insurance and/or a Certificate of Automobile Liability Insurance with its proposal, it must provide a written explanation detailing why it cannot comply with the requirement(s). Covered California may, in its sole discretion, accept a proposal without these Certificates if the Proposer provides a valid justification for the absence of one or both of them and confirms that it will submit the appropriate Certificate(s) prior to contract execution, if it is selected as the Contractor. Covered California cannot execute a contract with the selected Contractor without both of these required Certificates and will award the contract to the next highest-scored Proposer if the Contractor fails to produce the Certificate(s) prior to contract execution.

If the Proposer organization is incorporated, proof of Active status with the California SOS must be provided in one of the following forms:

- i. A copy of the Proposer's current Certificate of Status issued by the SOS; or
- ii. A copy of the Proposer's Entity Detail page from the SOS's Business Search website (<https://businesssearch.sos.ca.gov/>).

#### 4.1.4 Technical Requirements – Agency Capabilities

To be deemed responsive and responsible, Proposers must comply with the Technical Requirements under this section. Proposers must narratively describe their overall capability and available resources and provide specific examples, as these factors relate to the general requirements set forth in Model Contract Exhibit A – Scope of Work, including the following:

- i. **Agency Strengths and Experience**

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 to Covered California's account.
- 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 research, development and production, media planning and buying, and campaign performance evaluation expertise. Include the total number of years the Proposer has been providing each of these services. Include up to three (3) account examples where Proposer has served as a lead agency for accounts comparable in scope and complexity to Covered California's account.

- 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. If proposing subcontractors, also describe your experience leading and overseeing subcontractors to ensure quality, congruent deliverables.

(No more than six (6) pages)

ii. **Advertising, Creative and Placement Effectiveness**

Provide a narrative of your experience and capacity for each of the areas below and indicate whether services are normally provided in-house or by a subcontractor or vendor. If you plan to use subcontractor(s) to provide any of the below services, provide details about the subcontractor(s) experience and capacity. Address if the subcontractor(s) normally provides these services in-house or uses their own subcontractors to provide key functions listed below:

- 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 and alignment between the creative development process and media planning.
- 2) Creative Development and Execution - 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.



- 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 the 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 portion of your clients' media is not planned or purchased by your agency, please also describe your process for managing and coordinating with your media vendor(s).
- 5) Social Media - Describe your agency's approach to and experience with social media and how you coordinate with other media channels to ensure a cohesive brand approach. Also, describe your experience in strategy and content development: and use of content calendar or other strategy for monitoring and managing clients' social channels.
- 6) Digital and Search - Describe your agency's experience and approach to digital, including strategy, creative, and media.
- 7) Brand Strategy - Describe your agency's experience and approach to developing, implementing, and managing a long-term brand strategy.

(No more than seven (7) pages)

#### 4.1.5 Project Assumptions

Proposers must document any assumptions they are making about the Scope of Work, the responsibilities of the Contractor and Covered California, and any other issues relevant to proposal submission in response to this RFP and the ability to do the work for the proposed cost.

(No more than two (2) pages.)

#### 4.2 STAGE 2: Site Visit and Account Staffing Proposal

Each Proposer that advances to Stage 2 will be contacted to schedule a date and time when the Covered California Evaluation Team can visit the Proposer's office that would service the account and to receive more details about the site visit. 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 Proposer to monitor its time accordingly.

### 4.2.1 Webinar

A virtual webinar for Proposers participating in Stage 2 will be held on the date specified in section 1.4 Key Action Dates. The purpose of the webinar is to discuss objectives for the Site Visits, clarify the Advertising Assignment(s) and answer questions from Proposers. No evaluations will be made at this webinar and no affirmations will be provided to the Proposers. The call-in information will be sent to the Stage 2 Proposers prior to the webinar.

### 4.2.2 Site Visits

Site visits will be scheduled on dates specified in section 1.4 Key Action Dates. Proposed day-to-day account management team, creative personnel, and media staff that would service the Covered California account must play a major role in the Site Visit presentation. At least one representative (but no more than two) from each proposed subcontractor that would staff the Covered California account must attend.

A general overview of the format and expectations of the site visits are provided below. Covered California will provide additional details and instructions for on-site agency presentation to Proposers advancing to Stage 2:

- i. On-Site Agency Presentations**
  - a. Agency Overview
  - b. Case History
  - c. Advertising Assignment(s)
- ii. Account Staff Proposal**
  - a. Organizational and Staff Structure
  - b. Proposed Staffing Plan and Hourly Rates chart (Attachment 17)  
Resumes (Exhibit C, Attachment 1)
- iii. Client References (Attachment 18):**
- iv. Creative Reel**

### 4.2.3 Organizational and Staff Structure

Provide a one-page (no larger than 11 by 17 inches) visual layout of the agency's organizational and staff structure for the office(s) that would service the Covered California account. Include photographs for each proposed account staffing team member with names and titles, as well as any others who will be present during the Site Visit.

### 4.2.4 Proposed Staffing Plan and Hourly Rates

Proposers must submit one (1) detailed Attachment 17, Proposed Staffing Plan and Hourly Rates and must list job titles, names, position brief duty descriptions, hourly rates, and the percentage of time on account and relevant experience for all staff for

each segment (General Market, Hispanic, Asian, and Black/African American) that will work on the Covered California account, including subcontractors.

#### **4.2.5 Resumes**

Proposers must provide a resume of the relevant experience held by each proposed agency team member, as required by Exhibit C, Attachment 1 - Resumes. For each experience cited on a resume, the information must include the following:

- i. The total duration (i.e., the start month and year, the end month and year, and the total number of years and months); and
- ii. A description of specific experience (i.e., a complete description of the relevant experience, including identification of the client, name of the project, roles and responsibilities of the individual, and types of services provided by the individual).

When preparing resumes for submission, Proposers should include the individual work experiences that are most relevant to this RFP. Work experiences that are not relevant to this RFP will not be considered by Covered California.

(No more than two (2) pages per agency team member.)

#### **4.2.6 Client References**

Proposers must submit one (1) detailed Attachment 18, Client References and must list three clients served in the past three years for which Proposer provided services similar to those listed in the Model Contract Exhibit A - Scope of Work.

#### **4.2.7 Creative Reel**

- i. Submit a link to agency's reel which illustrates the agency's unique creative strengths and highlights ads with messages including emotional appeal, memorable simple messages, or a clear call to action.
- ii. The reel must not exceed five minutes and must include at least three (3) TV ads, two (2) digital ads, two (2) radio ads and one (1) out of home ad, primarily showcasing the work of the agency's California office(s) and produced after January 1, 2019.
- iii. TV ad examples should include creative limited to a production budget of no more than \$1,200,000.

#### 4.2.8 Additional Administrative Attachments

Stage 2 submittals must include the following required attachment as set forth below. Any attachment that requires a signature must be signed by a representative authorized to contractually bind the Proposer organization. Photocopies of wet signatures and electronic signatures are acceptable.

- i. The Bidder Declaration (GSPD-05-105) form (Attachment 15) completed and signed.

If the Proposer wishes to claim the DVBE incentive and/or the TACPA preference (see Section 6, Preference and Incentive Programs), the following optional attachments must also be included, as applicable:

- i. The *Disabled Veteran Business Enterprise Declarations (STD. 843)* form (Attachment 16) completed and signed.
- ii. The *Target Area Contract Preference Act (TACPA) Preference Request for Goods and Services Solicitations (STD. 830)* form (Attachment 13) completed and signed.
- iii. The *Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526)* form (Attachment 14) completed and signed.

#### 4.3 STAGE 3: Oral Presentation and Financial Package

Proposers who move on to Stage 3 will be contacted to schedule a time and date for the Oral Presentation at Covered California's headquarters in Sacramento, CA on dates specified in Section 1.4 Key Action Dates.

A general overview of the format and expectations of the Oral Presentation and Financial Package are provided below. Covered California will provide additional details for the following items to Proposers advancing to Stage 3:

##### 1. Oral Presentation

- a. Advertising Assignment(s)

##### 2. Financial Package

- a. Cost Proposal (Exhibit B, Attachment 1)
- b. Financial Records
- c. Model Contract and Exhibits with changes and exceptions if any

#### 4.3.1 Advertising Assignment(s)

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

### 4.3.2 Cost Proposal (Exhibit B, Attachment 1)

All proposals must be based on the Model Contract provided as Exhibits of this solicitation. As part of the Stage 3 Financial Package response, Proposers must submit Exhibit B Attachment 1 – Cost Proposal with the following Section D items filled in:

- i. Mark-up rate for creative asset production (all markets)
- ii. Mark-up rate for media placement (all Markets)
- iii. Monthly core account staff retainer dollar amount

### 4.3.3 Financial Records

Audited statements for the most recent calendar or fiscal year are preferred, but not required. If audited financial statements are supplied, all noted audit exceptions must be explained. If audited financial statements are not available, Covered California will accept accrual basis financial statements prepared by a Proposer's financial accounting department or an accounting firm along with copies of the federal tax return filed with the Internal Revenue Service for the most recent year. A statement signed in blue ink by a Proposer's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

Financial records of all Proposers received by Covered California are considered confidential and will be destroyed at the time of Contract Award.

### 4.3.4 Updated Model Contract with Exhibits

Proposers must make any suggested changes to the Model Contract as instructed below and must submit as a part of their Stage 3 proposal submission.

1. Using the Model Contract Exhibit A – Scope of Work provided, include a revised Exhibit A – Scope of Work with suggested tracked changes in Microsoft® Word®.
2. Using the Model Contract Exhibit B – Budget Detail and Payment Provisions and Exhibit B, Attachment 1 – Cost Proposal provided, include a revised Exhibit B – Budget Detail and Payment Provisions, and Exhibit B, Attachment 1 – Cost Proposal with suggested tracked changes in Microsoft® Word®.
3. Using the Model Contract Exhibit C – General Terms and Conditions provided, include a revised Exhibit C – General Terms and Conditions, Exhibit C, Attachment 1 – Resume, and Exhibit C, Attachment 2 - Media and Subcontractor Liability Verification Clause with suggested tracked changes in Microsoft® Word®.
4. Using the Model Contract Exhibit D – Privacy Addendum and Exhibit D, Attachment 1 – Security Contract Attachment provided, include a revised Exhibit D – Privacy Addendum and Exhibit D, Attachment 1 – Security Contract Attachment with suggested tracked changes in Microsoft® Word®.

Submission of Model Contract exhibits without suggested tracked changes will constitute acceptance by the Proposer of the exhibits as drafted.

## 5. EVALUATION CRITERIA AND SCORING FOR CONTRACT AWARD

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 Proposers during any Stage of the evaluation process.**

### 5.1 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 Proposer 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 Proposer the opportunity to provide the best value in specific areas identified by Covered California.

Covered California may indicate to, or discuss with, each Proposer 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.

### 5.2 Stage 1 Scoring: Administrative and Technical Requirements

Covered California will review the administrative content of each proposal and assess it as either pass or fail in terms of being fully compliant. Proposal submissions must include all required administrative content to earn a passing assessment; those that do not will be deemed non-responsive and will not be evaluated further.

The Covered California Evaluation Team will conduct a qualitative review of the technical content of each responsive proposal using the rating chart in Section

5.5 and the evaluation criteria in 5.2.1 to determine how capable and qualified each Proposer is to provide the services in the SOW. Proposers receiving a minimum overall rating of “Exceeds” will advance to Stage 2. Proposers receiving a minimum of “Meets” may be advanced to Stage 2, at the sole discretion of the Covered California Evaluation Team.

Project Assumptions will not be scored.

### **5.2.1 Evaluation Criteria for Stage 1 – Technical Requirements (Agency Capabilities)**

The Proposer’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;
- Proposer’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;
- Brand building experience and approach to developing and implementing long-term brand strategy.

### **5.3 Stage 2 Scoring: Site Visits and Account Staffing Proposal**

Stage 2 will be reviewed and evaluated by the Covered California Evaluation Team using the rating chart shown in Section 5.5.

The number of Proposers selected to move to Stage 3 is within the sole discretion of

Covered California. Proposers who do not score high enough to qualify will not be considered. Proposers who move on to Stage 3 will be contacted to schedule a time and date for the oral presentation on dates specified in section 1.4 Key Action Dates. Selected Proposer(s) will also receive additional information about the presentation.

### 5.3.1 Evaluation Criteria for Stage 2

Stage 2 evaluation criteria will be provided to Proposers participating in Stage 2.

### 5.4 Stage 3 Scoring: Oral Presentation and Financial Package

The Oral Presentation and Cost Proposal will be reviewed and evaluated by the Covered California Evaluation Team using the rating chart shown in Section 5.5. 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 Proposer’s financial records must receive a failing score, Covered California may provide the reasoning for its decision and, if necessary, offer the Proposer 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 Proposer will be eliminated from contention.

Of the 100 points possible, Oral Presentation will comprise 60% of the Stage 3 points and the Cost Proposal will comprise 40% of the available points.

### 5.4.1 Evaluation Criteria for Stage 3

Stage 3 evaluation criteria will be provided to Proposers participating in Stage 3.

### 5.5 Rating Chart for Stages 1, 2 and 3

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

Rating Chart	
Rating	Definition
<b>Superior</b>	Proposal exceptionally exceeds performance or capability requirements; proposal demonstrates extraordinary strengths that will more than significantly benefit Covered California.
<b>Significantly Exceeds</b>	Proposal significantly exceeds performance or capability requirements; proposal demonstrates exceptional strengths that will significantly benefit Covered California.
<b>Exceeds</b>	Proposal exceeds performance or capability requirements; proposal has one or more strengths that will benefit Covered California.



<b>Meets</b>	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
<b>Meets with Exceptions</b>	Proposal demonstrates weak performance or capability standards necessary for minimum contract performance; proposal has one or more weaknesses that offset any strengths.
<b>Does Not Meet</b>	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

Scoring may also be based on the Proposer’s performance in past or current contracts with Covered California.

**6. PREFERENCE AND INCENTIVE PROGRAMS**

**6.1 Target Area Contract Preference Act**

This RFP does not include Target Area Contract Preference Act (TACPA) preferences. However, during the RFP process, Proposers may apply for the preference. When doing so, Proposers are encouraged to review their request documentation carefully to ensure that their submissions conform to the preference program’s requirements. More information is available at [Search Results \(ca.gov\)](#).

**6.2 Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Incentive**

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.

**7. ATTACHMENTS – Table of Contents**

The attachments listed under Stage 1, bullets 1 and 2 below as well as all Stage 2 attachments have been provided to potential Proposers by Covered California and are hereby incorporated into this RFP. To access these, go to Covered California’s website at <http://hbex.coveredca.com/solicitations>, click on the “Details & Downloads” link under RFP 2024-04 Advertising and Marketing Services. Attachments must be fully completed as applicable and submitted.

## **STAGE 1**

### 1. Required Attachments

<b>Number</b>	<b>Name</b>
1	Proposal Cover Page
2	Proposal Checklist
3	Proposer's Minimum Qualifications Certification
4	Proposer Agency Fact Sheet
5	Proposed Subcontractor - Media Buying Agency Fact Sheet
6	Proposed Subcontractor Agency Fact Sheet
7	Guaranty
8	Conflict of Interest
9	Bankruptcy and Litigation Disclosure
10	Payee Data Record (STD. 204)
11	Contractor Certification Form
12	Statement of Economic Interests Certification (SEI Form 700)

### 2. Optional Attachments

<b>Number</b>	<b>Name</b>
10a	Payee Data Record Supplement (STE 205)

### 3. Required but not attached:

- i. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
- ii. Proof of Workers' Compensation Liability Insurance.
- iii. Proof of Errors and Omissions Insurance presently in effect of no less than \$1,000,000 per occurrence.
- iv. Proof of Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by the Contractor for services provided pursuant to this contract.

## **STAGE 2 Attachments:**

### i. Required Attachments

<b>Number</b>	<b>Name</b>
15	Bidder Declaration (GSPD-05-105)
17	Staffing Plan and Hourly Rates
18	Client References

### ii. Optional Attachments

<b>Number</b>	<b>Name</b>
13	Target Area Contract Preference Act (TACPA) Preference Request for Goods and Services Solicitations (STD. 830)
14	Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526)
16	Disabled Veteran Business Enterprise Declarations (STD. 843)

## **8. MODEL CONTRACT WITH EXHIBITS – Table of Contents**

The model contract and exhibits listed below have been provided to potential Proposers by Covered California and are hereby incorporated into this RFP. To access these, go to Covered California's website at <http://hbex.coveredca.com/solicitations>, and click on the "Details & Downloads" link under RFP 2024-04 Advertising and Marketing Services.

### **STAGE 1:**

#### 1. Model Contract

A Standard Agreement (STD. 213) form will be the cover and signature page for the contract.

### **STAGE 2:**

#### 2. Exhibits

Exhibit C, Attachment 1 – Resumes

### **STAGE 3:**

- i. Exhibit A – Scope of Work
- ii. Exhibit B – Budget Detail and Payment Provisions
- iii. Exhibit B, Attachment 1 – Cost Proposal
- iv. Exhibit C – General Terms and Conditions
- v. Exhibit C, Attachment 2 - Media and Subcontractor Liability Verification Clause
- vi. Exhibit D – Privacy Addendum
- vii. Exhibit E – Travel Reimbursement
- viii. Exhibit F – Contractor Release
- ix. Exhibit G – Marketing and Branding Guidelines

