



**Request for Proposal  
RFP 2024-15: Communications and Public Relations  
Services**

**November 25, 2024**

## TABLE OF CONTENTS

1.	INTRODUCTION .....	4
1.1	Overview .....	4
1.2	Purpose .....	4
1.3	Background .....	4
1.4	Key Action Dates .....	5
1.5	Contact .....	6
1.6	Contract Term .....	6
1.7	Contract Amount .....	7
1.8	Contract Amendment .....	7
1.9	Proposers' Conference and Registration .....	7
1.10	RFP Questions .....	8
1.11	Submission of Proposals .....	8
1.12	Format of Proposals .....	9
1.13	Covered California's Rights .....	11
1.14	Rejection of Proposals .....	11
1.15	Proprietary Information and Confidential Status of Responses .....	14
1.16	Errors in Proposals .....	14
1.17	Notice of Intent to Award .....	14
1.18	Protest .....	15
1.19	Disposition of Proposals .....	16
1.20	Contract Execution and Performance .....	16
1.21	Subsequent Solicitation .....	17
1.22	Addition or Subtraction of Services .....	17
1.23	News Releases and Social Media .....	17
2.	PROPOSER AND THEIR TEAM .....	17
2.1	Reassignment of Personnel .....	17
2.2	Ethnic Partners/Subcontractors .....	18
3.	SCOPE OF WORK .....	19
3.1	Contract Completion Criteria .....	19
3.2	Project Assumptions and Constraints .....	19
3.3	Payment and Invoicing .....	19
3.4	Nonexclusive Rights .....	20
4.	REQUIRED PROPOSAL SUBMISSION CONTENT .....	20
4.1	STAGE 1: Administrative Requirements and Technical Requirements .....	20
4.2	STAGE 2: Site Visit and Account Staffing Proposal .....	26
4.3	STAGE 3: Oral Presentation and Financial Package .....	29

5.	EVALUATION AND SELECTION FOR CONTRACT AWARD .....	31
5.1	Best Value Analysis.....	31
5.2	Stage 1: Administrative and Technical Requirements .....	32
5.3	Stage 2: Site Visit and Account Staff Proposal.....	33
5.5	Rating Chart for Stages 2 and 3 .....	34
6.	PREFERENCE AND INCENTIVE PROGRAMS.....	34
6.1	How the Preferences and Incentives Work.....	36
6.2	Small Business Preference .....	37
6.3	Disabled Veteran Business Enterprise Incentive.....	37
6.4	Programs for Non-Small Businesses with Subcontractors .....	38
6.5	Target Area Contract Preference Act .....	39
7.	ATTACHMENTS.....	39
8.	MODEL CONTRACT WITH EXHIBITS.....	40

## 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 1.3 below.

### 1.2 Purpose

The purpose of this Request for Proposal (RFP) 2024-15 is to solicit proposals from qualified public communications agencies to serve as the Agency of Record (AOR) for Covered California, and provide multi-segment, integrated public relations and communications services, including developing and executing holistic, local, statewide, and national public relations campaigns in multiple languages to promote Covered California and maximize the number of Californians enrolled in health insurance.

The selected Contractor is expected to create annual regional, statewide and national public media relations 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 public relations and strategic communications campaigns for Covered California. The selected Contractor must be able to deliver integrated account management services, insightful strategic planning, powerful creative solutions, and effective earned media approach for both general and ethnic media that will increase visibility, awareness and brand trust, and educate and motivate Californians to enroll in and maintain health insurance.

### 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 Affordable Care Act. Given the diversity of the state, Covered California's PR, marketing, outreach, and education efforts have been anchored in and responsive to California's cultural and regional diversity. Effective PR, marketing and outreach efforts have contributed to Covered California's success in enrolling Californians in health insurance 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 Affordable Care Act. 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 will 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 and affordability to qualified consumers.

Covered California is an independent public entity within California state government. It is governed by a five (5)-member board appointed by the governor and Legislature.

For additional information on Covered California, please refer to the consumer website at [coveredca.com](https://coveredca.com). To learn more about the operations and governance of Covered California, please refer to [hbex.coveredca.com](https://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>Monday, November 25, 2024</b>
<b>Registration and Questions for Bidders' Conference Due</b>	<b>Friday, December 6, 2024, by 4:30 p.m.</b>
<b>Bidders' Conference (optional webinar)</b>	<b>Wednesday, December 18, 2024 at 9:30 a.m.</b>
<b>Responses Posted By:</b>	<b>Friday, January 3, 2025, at 9:30 a.m.</b>
<b>Stage 1 – Administrative Requirements Due</b>	<b>Friday, January 17, 2025 by noon.</b>
<b>Stage 2 – On-Site Agency Visit Notification</b>	<b>Friday, February 7, 2025 by 4:30 p.m.</b>
<b>Stage 2 – On-Site Agency Visits</b>	<b>Tuesday March 4, 2025 - Wednesday, March 5, 2025</b>
<b>Final Stage Notification</b>	<b>Friday, March 14, 2025 by 4:30 p.m.</b>
<b>Final Stage – Financial Package Due</b>	<b>Tuesday, April 8, 2025 by 4:30 p.m.</b>
<b>Final Oral Presentations</b>	<b>Wednesday, April 9, 2025 – Thursday, April 10, 2025</b>
<b>Notice of Intent to Award</b>	<b>Week of May 5, 2025</b>
<b>Protest Period (5) Workday Period</b>	<b>Ends on Friday, May 16, 2025</b>
<b>Anticipated Contract Start Date</b>	<b>Monday, June 9, 2025</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 2024-15" in the subject line. The Covered California contact for this solicitation is Anita Tsyura.

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 three (3) years and one (1) month, from June 9, 2025, to June 30, 2028; 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**

Proposal submissions shall not exceed \$10,500,000.00 in total proposed costs. Proposals that exceed this amount will not be considered for selection. It is expected that the approved funding for the contract will not exceed approximately \$3,500,000.00 per year for the term of the contract, including any extensions of the term.

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**

Covered California may, in its sole discretion, extend the term of the contract for three (3) one (1)-year terms. The total number of contract years shall not exceed six (6) years and one (1) month.

The parties may increase or decrease funding through an amendment but cannot exceed the amount or rates set by Contractor's proposal. Funding for options 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 virtual Proposers' Conference on December 18, 2024 from 9:30 AM to 12:30 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 4:30 PM on December 6, 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 posted on the website at <http://hbex.coveredca.com/solicitations>. 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.

In 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. The selection and contract award, if made, will be made to a single Proposer unless otherwise specified in this RFP. The Scope of Work (SOW) and the selected Proposer's proposal, including proposed cost, will be incorporated by reference into the resulting contract.

## 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 2024-15" in the subject line. Hard copy proposals will not be accepted and will be deemed non-responsive.

### 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. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired.
- 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.
  - i. 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.
  - ii. Use one (1)-inch margins at the top, bottom, and sides.
  - iii. 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.
  - iv. 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 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:

- a. 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
  - b. 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 listed 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

1. 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.
2. 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.

3. 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:
  - a. Reject any or all proposals received in response to this RFP, or portions of proposals.
  - b. Amend or cancel this RFP at any time, after which Covered California may reissue the RFP at a later date.
  - c. Consider a Proposer's past contract performance with Covered California in its selection of a Proposer pursuant to this RFP.

#### 4. Non-Responsive Proposals

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

- a. The proposal is received after the exact time and date set forth in Section 1.4 Key Action Dates for receipt of each submission.
- b. The Proposer fails to meet one or more of the minimum qualifications specified in Section 2, Project Team.
- c. The Proposer fails to submit or fails to complete and sign any required attachments as instructed in this RFP.
- d. The proposal contains false, inaccurate, or misleading statements or references.
- e. The Proposer is unwilling or unable to fully comply with Covered California's proposed contract provisions.
- f. The Proposer supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

#### 5. 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>.

6. Executive Order N-6-22: Russia Sanctions

On March 4, 2022, Gov. 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, at 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, at its sole discretion, correct an error based on that established intent.
2. Covered California may, at 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:

- a. Protester reasonably believes that Covered California has acted in an arbitrary and capricious manner; and/or
- b. 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 delivered to Covered California at the address indicated below by certified or registered mail or in person, in which case the protester should obtain a delivery receipt. 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 2024-15" 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 the 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 a public relations 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 project team members who will be assigned to the project possess the experience, education, knowledge, and skills required to perform the work described in this RFP.

### **2.1 Reassignment of Personnel**

1. The Contractor shall not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor

shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel; however, the negotiated rate shall not exceed the hourly rate stated in the contract.

3. Covered California reserves the right to require a Contractor employee to be removed from performing any work on the contract and on written notice to the Contractor, the Contractor shall assign an acceptable substitute employee.

## 2.2 Ethnic Partners/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 ethnic media capacity to effectively reach targeted communities. Covered California also realizes that many public relations agencies rely on ethnic media partners to offer cost-competitive pricing for clients. (Note: Proposers will not be advantaged or disadvantaged for the use of ethnic media partners for ethnic media outreach services.)

1. If the Proposer does not have the ethnic media 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 – Agency Fact Sheet” (Attachment 5) 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 ethnic partners or subcontractors.
3. If a proposed subcontractor is denied, or if the selected Contractor does not, to the satisfaction of Covered California, demonstrate its 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, the Contractor remains fully responsible for the performance of all contract obligations, including work performed by any and all subcontractors, vendors and 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 on-site, 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. The reimbursement of travel expenses has been approved as outlined in Model Contract Exhibit E – Travel Reimbursement.
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.

#### **3.3 Payment and Invoicing**

If the collection of fees assessed from Covered California's contracted health insurance companies are collectively not sufficient to provide the funds for this program, 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 to complete a deliverable.

### **3.4 Nonexclusive Rights**

Covered California does **not** grant the selected Contractor the exclusive rights to provide all media and public relations services during the contract period. Covered California reserves the right to acquire media and public relations services 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, marketing, advertising and public relations agencies, subcontractors, and consultants.

## **4. REQUIRED PROPOSAL SUBMISSION CONTENT**

This section contains the detailed RFP instructions for Stage 1 and general instructions for Stage 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 Requirements 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 of Stage 1 submittals are due, meet the following minimum qualifications:

1. 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.
2. Proposer had minimum annual gross billings of \$2.5 million in at least two (2) of the past three (3) years, including 2024.
3. The Proposer's California office has a minimum of 10 employees in the California-based office that will service the Covered California account.
4. No conflicts of interest under Covered California's Conflict of Interest Code, California Code of Regulations, the Political Reform Act, and any other applicable state or federal statutes.

Each Proposer may submit only one (1) proposal for this RFP. More than one (1) 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 public relations agencies.

Subcontractors may participate in no more than two (2) 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**

Proposal 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.

1. The Proposal Cover Page form (Attachment 1) completed and signed.
2. The Proposal Checklist form (Attachment 2) completed.
3. Proposer’s Minimum Qualifications Certification (Attachment 3) completed and signed.
4. Proposer Agency Fact Sheet (Attachment 4) completed and signed.
5. Proposed Subcontractor – Public Relations agency Fact Sheet (Attachment 5) completed and signed.
6. Guaranty (Attachment 6) completed and signed.
7. Conflict of Interest (Attachment 7) completed and signed.
8. Bankruptcy and Litigation Disclosure (Attachment 8) completed and signed.
9. The Payee Data Record (STD.204) form (Attachment 9) completed and signed.
10. Payee Data Record Supplement (STD.205) form (Attachment 9a) completed and signed, if applicable.
11. The Proposer Certification Form (Attachment 10) completed and signed.

12. The Statement of Economic Interests Certification Form (Form 700, Attachment 11) completed and signed.
13. GenAI Reporting and Factsheet (STD 1000 Attachment 12) completed and signed.
14. Bidder Declaration (GSPD-05-105, Attachment 13) completed and signed.
15. Staffing Plan and Hourly Rates (Attachment 14) completed and signed.
16. DVBE Declarations (STD 843, Attachment 15) completed and signed, if applicable.
17. Client References (Attachment 16) completed and signed.

Attachment 11 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>.

#### **4.1.3 Required Documents**

Proposals must include the following required insurance documents:

1. A Certificate of Liability Insurance equal to or greater than \$1,000,000;
2. Proof of Workers' Compensation Liability Insurance; and
3. Proof of Professional Liability Insurance currently in effect of no less than \$1,000,000 per claim.
4. 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.
5. Proof of Cyber Liability Insurance equal to or greater than \$5,000,000.00

If the Proposer cannot include a Certificate of Liability Insurance, Professional 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 (1) 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 Secretary of State must be provided in one of the following forms:

- a. A copy of the Proposer's current Certificate of Status issued by the Secretary of State; or
- b. A copy of the Proposer's Entity Detail page from the Secretary of State'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:

##### **1. Agency Strengths and Experience**

Address the following items as they apply to your California-based office that would service the Covered California account:

- a. Strengths – Describe your California-based agency's strengths during the past three (3) years, including accomplishments, unique services, account leadership, and experience working on accounts of similar size or scope to Covered California's account.
- b. Agency Experience – Describe your California-based agency's full-service capabilities and experience as a lead agency in the health care field. Full-service capabilities description should include, but are not limited to, account management, market research, strategic planning, creative research, development, and production, media pitching, and earned media 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.
- c. 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. Emphasis should focus on Asian languages including but not limited to Chinese, Korean, Vietnamese, and Spanish language audiences; Black/African American audiences; and LGBTQ+ communities. If proposing subcontractors, also describe your experience leading and overseeing subcontractors to ensure quality, congruent deliverables.

(No more than six (6) pages.)

## 2. Earned Media 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.

- a. Strategic Services – Describe your California-based agency’s experience in creating an annual strategic PR and communications 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 events planning.
- b. Campaign Development and Execution – Discuss how you approach the creative process, including the steps you take to inform your approach, and how you ensure campaign concepts, strategies and executions have maximum impact on target populations while staying true to your client’s brand and value proposition.
- c. Research and Evaluation – Describe your California-based agency’s research and evaluation process, including how the resulting information is used to inform future creative and media relations campaign planning.
- d. Media Outreach Planning – Describe your agency’s earned media planning and pitching process and experiences, 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 general, ethnic as well as digital media, as applicable. If all or a portion of your clients’ earned media outreach is not planned by your agency, please also describe your process for managing and coordinating with your subcontractor(s).
- e. Integrated Communications – Describe your agency’s approach to integrated communication strategies and how you ensure consistency across various channels. Additionally, share your experience in content creation, particularly in developing engaging and relevant content and



monitory content for both traditional and social media channels. Also, explain your process for creating and managing a content calendar to ensure timely and cohesive messaging.

(No more than seven (7) pages.)

### 3. Understanding and Approach

Provide a narrative description of the Proposer's understanding of the project's goals, emphasizing the Proposer's understanding of the objectives and the major activities that must be performed to complete the work. Discuss the Proposer's strategy for providing the services outlined in the solicitation within the time period allocated for that task. Include expectations of all entities outside the Proposer's own team, if any. Provide any assumptions used to develop the response.

(No more than five (5) pages.)

#### 4.1.5 Project Assumptions

Proposers must document any assumptions they are making about the contract and 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.)

#### 4.1.6 Generative Artificial Intelligence (GenAI)

Covered California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Proposer must notify the State in writing if their solution or service includes, or makes available, any GenAI including GenAI from third parties or subcontractors.

The State has developed a [GenAI Reporting and Factsheet \(STD 1000\)](#) to be completed by the Proposer.

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Proposer.

Failure to report GenAI to Covered California may void any resulting contract. Covered California reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Proposer GenAI Reporting and Factsheet (STD 1000), Covered California reserves the right to incorporate GenAI Special Provisions

into the final contract or reject bids/offers that present an unacceptable level of risks.

## 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 (3) hours**, including introductions and a brief agency tour. At least **30 minutes** must be allotted at the end for the Covered California Evaluation Team to ask questions. Please also allocate **15 minutes** for a break at the mid-point of the visit. Time limits will be strictly adhered to, and it is the responsibility of the Proposer to monitor its time accordingly.

### 4.2.1 Agency Overview

To be deemed responsive and responsible, Proposers must comply with the written requirements in this section. Written requirements are to be provided to the Covered California Evaluation team on the day of the on-site agency visits.

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.

#### 4.2.1.1 Project Team Qualifications

Covered California seeks a team of highly qualified senior staff to provide high-level support services as required by the Model Contract. Technical and skill-based staff may also be necessary to fulfill the Scope of Work. Please carefully review Exhibit A for any requirements related to the project team and staffing. Project team qualifications are to be provided to the Covered California Evaluation team on the day of the on-site agency visits.

Proposers must narratively describe the qualifications of each member of the proposed project team, including subcontractors, and identify the role each member is expected to have, including the experience, education, knowledge, and skills each possesses as related to the proposed role. In addition, Proposers must identify the key staff that will be the points of contact for Covered California and indicate the percentage of time that staff, and their California-based office, will be dedicated to the work detailed in Model Contract Exhibit A – Scope of Work.

(No more than five (5) pages, not including resumes.)

#### **4.2.1.2 Resumes**

Proposers must provide a resume of the relevant experience held by each proposed project team member. For each experience cited on a resume, the information must include the following:

1. The total duration (i.e., the start month and year, the end month and year, and the total number of years and months); and
2. 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 only 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 in determining whether the Proposer is responsible.

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

#### **4.2.1.3 Past Projects Completed**

Proposers must narratively describe up to five (5) projects they have completed in the past two (2) years by the California-based office that relate to the tasks listed in Model Contract Exhibit A – Scope of Work.

(No more than five (5) pages.)

#### **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 other account management staff that would service the Covered California account must play a major role in the Site Visit presentation. At least one (1) representative (but no more than two (2)) from each proposed subcontractor that would staff the Covered California account must attend.

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

##### **4.2.2.1 On-Site Agency Presentation**

###### **1. Agency Overview**

Provide a brief presentation that highlights the capacity and working style of the agency's California-based office, for the people to assigned to the account, particularly those who would lead or interact with Covered California. Proposed team members should provide an understanding of the agency's strategic and creative public relations capabilities and earned media experience, digital experience, integrated communications experience, and ethnic public relations experience. In addition, the agency's philosophy, specific strengths and collaboration style with the client and their subcontractors should be discussed.

## **2. Case Histories**

Submit up to two (2) recent statewide public relations campaigns with a multicultural component that a California-based team designed and implemented. Present the details from beginning to end. The case histories must, at a minimum, include:

- a. Timeline and process, including details on planning, goals and objectives. Note whether the campaign was proactive or reactive.
- b. Key facts from public relations research and analysis.
- c. Identification of target markets, including approximate audience size, age, range, socioeconomic status, language, culture/ethnicity, and geographic location. Include how messages were tailored and delivered to the target audiences(s) and why.
- d. A statewide, large scale, campaign kickoff media tour that includes media outreach plan strategy, press kit, other briefing materials or assets and secured media coverage and cost. Include the budget for the project. Note the level of client collaboration and participation.
- e. Challenges or other considerations and details, (e.g., detailed budget, timeline, competition, organizational and background research, environmental constraints, and level of client involvement).
- f. How the campaign was evaluated, the results obtained, and how results impacted your client's business objectives.
- g. Current Agency staff who worked on this campaign and their roles.

## **3. Public Relations Assignment Presentation**

An assignment to address specific challenges or issues that Covered California faces will be sent separately to all Proposers that advance to Stage 2. Bidders will be asked to present a high-level open-enrollment campaign strategy based on Covered California key target audiences, and

messages that demonstrate their ability to communicate complex information effectively in a dynamic, fast-moving external environment.

#### **4.2.2.2 Account Staff Proposal**

For the Proposer and any proposed subcontractors, include a response to the following items, to be included with the presentation materials requested above, but not to be presented at the site visit:

##### **1. Organizational and Staff Structure**

Provide a one (1)-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 account. Include the total number of current full-time account employees in your California office(s). Include photos for those who would service the account and their titles.

##### **2. Primary Account Staff Summary**

Complete the "Proposed Account Staffing Chart" (Attachment 14), not to exceed two pages, identifying the proposed primary day-to-day account staff who will be assigned to the Covered California account. Include the total number of current full-time account employees in the California office(s). Please include a photo of each proposed account staff member with the name, title, as well as those of others who will be present during the site visit. Include the following information for the proposed account staff:

- a. Brief description of duties as related to the Covered California account.
- b. Proposed percentage of time to be dedicated to the Covered California account.
- c. Highlight the day-to-day lead account staff member and their duties.
- d. Specific training or expertise that is relevant and would be helpful to the Covered California account.
- e. Identify any vacancies or positions which would be filled or created upon award of the Covered California account. Indicate the percentage of time each would be dedicated to the Covered California account.

#### **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, California, on date 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.

#### 4.3.1 Public Relations Assignment(s)

An assignment which expands upon the Site Visit Agency Assignment will be sent separately to all Proposers that advance to Stage 3.

##### 4.3.1.1 Agency Attendance

Day-to-day public relations account management, and any supportive personnel staff must play a major role in the presentation. Limit those who attend to no more than 10 staff members in total from the bidding agency (Including proposed Subcontractors). At least one (1) representative from each proposed subcontractor who would staff the Covered California account must attend.

##### 4.3.1.2 Time Limit

The time limit for each presentation is **three (3) hours**, including introductions. At least **30 minutes** must be allotted at the end for the Covered California Evaluation Team and Covered California leadership to ask questions. Time limits will be strictly adhered to, and it is the responsibility of the Proposer to monitor its time accordingly.

#### 4.3.2 Financial Package

Financial Package are to be provided to the Covered California Evaluation team on date specified in Section 1.4 Key Action Dates.

The package is reviewed to ensure that all Proposers are financially solvent. Covered California reserve the right to require any additional information necessary to determine the financial integrity and stability of a Proposer.

##### 4.3.2.1 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.

#### 4.3.2.2 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

#### 4.3.2.3 Updated Model Contract with Exhibits

Proposers must make any suggested changes to the Model Contract as instructed below.

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 Worksheet provided, include a revised Exhibit B – Budget Detail and Payment Provisions 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 with suggested tracked changes in Microsoft Word.
4. Using the Model Contract Exhibit D – Privacy Addendum provided, include a revised Exhibit D – Privacy Addendum 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 AND SELECTION 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: 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 Requirement (Agency Capabilities)**

The Proposer's California-based offices and/or its subcontractors demonstrate the following to effectively service Covered California:



- Full-service capabilities and experience to deliver a broad range of public relations services to meet the requirements of the Scope of Work to reach the general market and ethnic markets in California;
- Proposer’s experience functioning as a lead agency;
- Experience, capabilities, and capacity to conduct overarching strategic earned media events planning, research, and evaluation;
- Integrated communications experience and approach to developing and implementing long-term earned social media strategy.

### **5.3 Stage 2: Site Visit and Account Staff 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 2 is at 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 – Technical Requirements (Agency Capabilities)**

Stage 3 evaluation criteria will be provided to Proposers participating in Stage 2.

### **5.4 Stage 3: 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 – Oral Presentation and Financial Package**

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

## 5.5 Rating Chart for Stages 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 (1) 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 (1) 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

Covered California will determine which Proposers, if any, are eligible to receive Proposer preferences and/or incentives and will adjust their proposal scores according to the criteria set forth below in this section, as well as any applicable State regulations.

When claiming a preference or incentive through subcontractor participation, Proposers must be aware that only Small Businesses (SBs), Microbusinesses (MBs), and/or Disabled Veteran Business Enterprises (DVBEs) that are certified by the Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS) may be subcontracted to achieve eligibility. In addition, each participating SB, MB, or DVBE subcontractor must perform a commercially useful function (CUF) relevant to this solicitation. Proposers who intend to subcontract with SBs, MBs, and/or DVBEs are

required to verify each subcontractor's certification with DGS OSDS to receive the preference and/or incentive. See Government Code Section 14837(d)(4) for the definition of CUF as it pertains to SBs and MBs. The definition of CUF as it pertains to DVBEs and its criteria are excerpted below.

#### 1. CUF Definition for DVBEs

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.

#### 2. CUF Criteria for DVBEs

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

- a. Is responsible for the execution of a distinct element of the work of the contract;
- b. Carries out the obligation by actually performing, managing, or supervising the work involved;
- c. Performs work that is normal for its business services and functions;
- d. 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; and
- e. 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.

Proposers understand and agree that, if this Agreement is awarded based in part on their commitment to use a DVBE subcontractor(s) identified in their proposal, then a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by Covered California. This is required by Section 999.5(e) of the Military and Veterans Code. Changes to the Scope of Work that impact the DVBE subcontractor(s) identified in the proposal and approved DVBE substitutions shall be documented by an amendment to the Agreement.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to Covered California, and penalties as outlined in Section 999.9 of the Military and Veterans Code.

## 6.1 How the Preferences and Incentives Work

After Covered California has evaluated and scored each responsive proposal, Proposers who are eligible for a preference and/or incentive program will receive additional points. A Proposer may be eligible to receive more than one preference or incentive. After all applicable preferences and incentives have been applied, the Proposer with the highest score will be selected for the contract award. The following example demonstrates how the preferences and incentives can affect Proposer rankings based on highest score.

In this example, Proposers A, B, and C were assessed to be both responsive and responsible. Based on Covered California’s evaluation, Proposer A, a non-SB with no committed subcontractors, is initially ranked 1<sup>st</sup> with 940 points; Proposer B, a certified SB, is ranked 2<sup>nd</sup> with 915 points; and Proposer C, a certified DVBE and a certified SB, is ranked 3<sup>rd</sup> with 895 points. Proposers B and C both receive a 5% SB preference of 47 points, which is calculated by multiplying Proposer A’s score of 940 by 0.05. Proposer C also receives a 5% DVBE incentive of 50 points, which is calculated by multiplying the maximum possible score of 1,000 by 0.05. As a result, Proposer A is now ranked 3<sup>rd</sup> with 940 points; Proposer B is now ranked 2<sup>nd</sup> with 962 points; and Proposer C is now ranked 1<sup>st</sup> with 992 points and will be awarded the contract. The table below summarizes the application of the preferences and incentives.

	Proposer A	Proposer B	Proposer C
Evaluated Total Score	940	915	895
Initial Ranking	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
Certified SB (5% Preference)	No	Yes	Yes
Certified SB Preference Points	0	47	47
25% SB Subcontractor Participation (5% Preference)	No	N/A	N/A
25% SB Subcontractor Participation Preference Points	0	N/A	N/A
Certified DVBE (5% Incentive)	No	No	Yes
Certified DVBE Incentive Points	0	0	50
DVBE Subcontractor Participation (5% Incentive maximum)	No	No	N/A
DVBE Subcontractor Participation Incentive Points	0	0	N/A
Adjusted Total Score	940	962	992
Final Ranking	3 <sup>rd</sup>	2 <sup>nd</sup>	1 <sup>st</sup>

## 6.2 Small Business Preference

A five percent (5%) scoring preference is available to SB and MB Proposers who are certified by DGS OSDS. To be eligible for the preference, a Proposer must meet one (1) of the following criteria:

- i. Currently certified by DGS OSDS as a SB or MB; or
- ii. Applied for a DGS OSDS SB or MB certification by 5:00 p.m. on the proposal due date and was certified before the Notice of Intent to Award date in Section 1.2 above.

If the Proposer is currently certified, a copy of the certificate or the approval letter from DGS OSDS must be included in the proposal submission.

When a non-SB Proposer earns the highest evaluated score, the SB preference increases the score of SB and MB Proposers by adding five percent (5%) of the points earned by that non-SB Proposer. Note: If there is a tie for the highest score between a certified SB or MB Proposer and a certified DVBE Proposer that is also a SB or MB, the contract shall be awarded to the DVBE Proposer; if there is a tie for the highest score between a certified SB Proposer and a certified DVBE Proposer, the contract shall be awarded pursuant to Government Code Section 14838.

If a Proposer is eligible for the preference program and wishes to take advantage of it, the Bidder Declaration (GSPD-05-105) form (Attachment 13) must be completed accordingly and included in the proposal submission.

## 6.3 Disabled Veteran Business Enterprise Incentive

A five percent (5%) scoring preference is available to DVBE Proposers who are certified by DGS OSDS. To be eligible for the preference, a Proposer must meet one (1) of the following criteria:

- i. Currently certified by DGS OSDS as a DVBE; or
- ii. Applied for a DGS OSDS DVBE certification by 5:00 p.m. on the proposal due date and was certified before the Notice of Intent to Award date in Section 1.4 above.

If the Proposer is currently certified, a copy of the certificate or the approval letter from DGS OSDS must be included in the proposal submission.

The DVBE incentive increases the score of a DVBE Proposer by adding five percent (5%) of the total points available, including cost proposal points. Note: If there is a tie for the highest score between a certified SB Proposer and a certified DVBE Proposer, the contract shall be awarded pursuant to Government Code Section 14838.

If a Proposer is eligible for the incentive program and wishes to take advantage of it, the Disabled Veteran Business Enterprise Declarations (STD. 843) form (Attachment 15) must be completed accordingly and included in the proposal submission.

## **6.4 Programs for Non-Small Businesses with Subcontractors**

This RFP does not require Proposers to meet a minimum SB, MB, or DVBE participation percentage or goal. Participation in these programs is optional. However, if non-SB Proposers use subcontractors, they are encouraged to subcontract with SBs, MBs, and DVBEs.

### **6.4.1 Small Business Subcontractor Preference**

A five percent (5%) scoring preference is available to non-SB Proposers committing to twenty-five percent (25%) participation by SB and/or MB subcontractors that are certified by DGS OSDS. To be eligible for the preference, a non-SB Proposer must list the certified SB(s) and/or MB(s) that will be subcontracted if the Proposer is selected for the contract award, and the total value of the SB and MB subcontracts must be at least twenty-five percent (25%) of the total cost proposal. Each SB or MB subcontractor listed must meet one of the following criteria:

- i. Currently certified by DGS OSDS as a SB or MB; or
- ii. Applied for a DGS OSDS SB or MB certification by 5:00 p.m. on the proposal due date and was certified before the Notice of Intent to Award date in Section 1.4 above.

If the subcontractor is currently certified, a copy of the certificate or the approval letter from DGS OSDS must be included in the proposal submission.

When a non-SB Proposer earns the highest evaluated score, the SB subcontractor preference increases the score of an eligible non-SB Proposer by adding five percent (5%) of the points earned by the non-SB Proposer with the highest score. Note: Application of the SB subcontractor preference shall not remove the contract award from a certified SB or MB Proposer in favor of a non-SB Proposer.

If a subcontractor is eligible for the preference program and the non-SB Proposer wishes to take advantage it, the Proposer must complete the Bidder Declaration (GSPD-05-105) form (Attachment 13) accordingly and include it in the proposal submission.

### **6.4.2 Disabled Veteran Business Enterprise Subcontractor Preference**

A scoring incentive of up to five percent (5%) is available to non-DVBE Proposers committing to a percentage of participation by DVBE subcontractors that are certified by DGS OSDS. The participation incentive amounts are shown in the table below.

<b>Committed DVBE Participation</b>	<b>DVBE Incentive Amount</b>
5% or more	5% (maximum)
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

To be eligible for the incentive, a non-DVBE Proposer must list the certified DVBE(s) that will be subcontracted if the Proposer is selected for the contract award, and the total value of the DVBE subcontracts must be at least one percent (1%) of the total cost proposal. Each DVBE subcontractor listed must meet one (1) of the following criteria:

- i. Currently certified by DGS OSDS as a DVBE; or
- ii. Applied for a DGS OSDS DVBE certification by 5:00 p.m. on the proposal due date and was certified before the Notice of Intent to Award date in Section 1.2 above.

If the subcontractor is currently certified, a copy of the certificate or the approval letter from DGS OSDS must be included in the proposal submission.

The DVBE subcontractor incentive increases the score of an eligible non-DVBE Proposer by adding between one and five percent (1%-5%) of the total points available, including cost proposal points. Note: Application of the DVBE subcontractor preference shall not remove the contract award from a certified DVBE Proposer in favor of a non-DVBE Proposer.

If a subcontractor is eligible for the incentive program and the non-DVBE Proposer wishes to take advantage of it, the Proposer must complete the *Disabled Veteran Business Enterprise Declarations (STD. 843)* form (Attachment 15) accordingly and include it in the proposal submission.

## **6.5 Target Area Contract Preference Act**

This RFP does not include Target Area Contract Preference Act (TACPA) preferences.

## **7. ATTACHMENTS**

The attachments 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>, click on the “Details & Downloads” link under RFP 2024-15 Communications and Public Relations Services. Attachments must be fully completed as applicable and submitted.

1. Required Attachments

Number	Name
1	Proposal Cover Page
2	Proposal Checklist
3	Proposer’s Minimum Qualifications Certification
4	Proposer Agency Fact Sheet
5	Proposed Subcontractor Agency Fact Sheet
6	Guaranty
7	Conflict of Interest
8	Bankruptcy and Litigation Disclosure
9	Payee Data Record (STE 204)
10	Contractor Certification From
11	Statement of Economic Interest Certification (SEI, Form 700)
12	GenAI Reporting and Factsheet
13	Bidder Declaration (GSPD-05-105)
14	Staffing Plan and Hourly Rates
16	Client References

2. Optional Attachments

Number	Name
9a	Payee Data Record Supplement (STE 205)
15	Disabled Veteran Business Enterprise Declarations (STD. 843)

**8. MODEL CONTRACT WITH EXHIBITS**

The model contract and exhibits listed below have been provided to potential Proposers by Covered California and are hereby incorporated into this RFP.

1. Model Contract

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

2. Exhibits

a. Exhibit A – Scope of Work

b. Exhibit A, Attachment 1 – Work Authorization



- c. Exhibit B – Budget Detail and Payment Provisions
- d. Exhibit B, Attachment 1 – Cost Worksheet
- e. Exhibit C – General Terms and Conditions
- f. Exhibit C, Attachment 1 – Resumes
- g. Exhibit D: Privacy Addendum
- h. Exhibit E: Travel Reimbursement