



# **California Health Benefit Exchange HBEX 25: Fingerprinting Services**

**June 5, 2013**

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## 1. PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this Invitation for Bid (hereafter referred to as IFB) is to secure contract for Live Scan Fingerprint Imaging Services for the California Health Benefit Exchange (Covered California) for a term of July 8, 2013 through December 31, 2014 with the option to amend for two (2) one year renewals. Goals for this project include:

- A. Maintain the legislative mandate (Covered California is currently seeking this authority) to complete background checks in a timely manner, including criminal record checks for Covered California employees and prospective employees, prospective Assistants, and prospective Navigators.
- B. Provide Live Scan fingerprint imaging services locations statewide throughout California sufficient to meet the requirements of the Assistants Program, as well as, the legislative mandates that Covered California is currently seeking (authority will be obtained before entering into a final agreement with the awarded bidder).

Covered California has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. Covered California will not tailor these needs to fit a solution bidder may have available; rather, the Bidder shall meet Covered California's needs as defined in this IFB.

All services contained in this solicitation, shall be made available to Covered California's employees, Assistants and Navigators including, but not limited to, those listed in Exhibit A. Additional staff or stakeholders may be added, deleted, or changed at Covered California's discretion with 30 calendar days' written notice. The statewide fingerprinting services required include, but are not limited to, providing access to a statewide network of fingerprinting sites; web-based registration and call center assistance; access to quality control management; on-site mobile fingerprinting; and California-based supervisory and support personnel.

Covered California is seeking one (1) bid from each prospective bidder for the combined services. Covered California will award the Agreement to the responsive and responsible bidder with the highest evaluation points (see Section 4). It is Covered California's expectation that the Bidder's standards of operation and maintenance be of the highest quality available in the industry at all times.

## 2. BIDDER MINIMUM QUALIFICATIONS

Mandatory = M  
Desirable = D

### FINGERPRINTING (FP) REQUIREMENTS

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
FP01	All employees conducting the rolling of fingerprints shall possess and maintain a valid Fingerprint Roller Certification issued by the Department of Justice (DOJ) per PC Section 11102.1(a) California Department of Justice Bureau of Criminal Identification and Information Applicant Communication Network Terms and Conditions for Private Service Providers in California (Attachment 1.H, paragraph 3.02). Additionally, any required FBI approval, permissions, or requirements must be met.	M	
FP02	All fingerprinting must either be submitted as a real-time transaction or as a nightly batch process. Bidder must include the details related to electronic transmission and processing of fingerprints. Details include testing, expectations, and implementation timeline.	M	

## REPORTS (RP) REQUIREMENTS

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
RP01	<p>The Contractor shall provide a monthly invoice which includes a list of names from the Covered California's Assisters and Navigators Request for Live Scan Service Form (to be developed by Covered California Staff) who were fingerprinted, the date of birth of each applicant, the Live Scan location and the date fingerprinted, for that month. This invoice shall be submitted electronically to Covered California no more frequently than monthly with the monthly invoice. Covered California will then pay the Contractor for the Live Scan fees. The invoice must include the following information:</p> <ul style="list-style-type: none"> <li>• Invoice number</li> <li>• Invoice date</li> <li>• Contract Number</li> <li>• Company name and remittance address</li> <li>• Billing address as stated on the contract</li> <li>• Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to the service</li> <li>• List of names who and where fingerprinted for that month</li> <li>• Date of birth of each applicant</li> <li>• The Live Scan location and date of the fingerprint</li> </ul>	M	

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
RP02	<p>The Contractor shall provide a monthly invoice which includes a list of names of Covered California employees who were fingerprinted, the Live Scan location and the date fingerprinted, for that month. This invoice shall be submitted electronically in Excel format to Covered California no more frequently than monthly with the monthly invoice. Covered California will then pay the Contractor for the Covered California employee Live Scan fees.</p> <p>The invoice must include the following information:</p> <ul style="list-style-type: none"> <li>• Invoice number</li> <li>• Invoice date</li> <li>• Contract Number</li> <li>• Company name and remittance address</li> <li>• Billing address as stated on the contract</li> <li>• Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to the service</li> <li>• List of names who were fingerprinted for that month</li> <li>• Date of birth of each applicant</li> <li>• The Live Scan location and date of the fingerprint</li> </ul>	M	
RP03	<p>The Contractor shall maintain a current list of the following information regarding each of the Live Scan operators associated with this contract:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Service location</li> <li>3. Service location ID number</li> <li>4. Completion date of their training</li> </ol> <p>The list shall be provided electronically to Covered California upon request.</p>	M	

## CONTRACTOR BUSINESS (BR) REQUIREMENTS

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
BR01	The Contractor shall comply with all requirements as specified in the California Department of Justice Bureau of Criminal Identification and Information Applicant Communication Network Terms and Conditions for Private Service Providers in California (Attachment 1.H). The Contractor shall provide a copy of the fully executed agreement to Covered California within 30 calendar days after contract award.	M	
BR02	The Contractor shall notify Covered California within 24 hours if a Live Scan workstation associated with this contract is not operable. The Contractor will ensure that the non-operable Live Scan workstations must be operable within 48 hours of the initial notification to Covered California. The Contractor shall provide a telephone number to be posted at that Covered California office to assist applicants to locate an alternate location and/or reschedule appointment during such closure. Additionally, the contractor shall provide a document with a root cause and corrective action plan in case of inoperability of live-scan sites.	M	
BR03	The Contractor shall notify Covered California within 24 hours anytime a Live Scan workstation located in a Covered California office will not be operating during advertised business hours. The Contractor shall provide a telephone number to be posted at that Covered California office to assist applicants to locate an alternate location and/or reschedule appointment during such closure. The Contractor will ensure that the non-operable Live Scan workstations must be operable within 48 hours of the initial notification to Covered California.	M	

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
BR04	The Contractor must operate a centralized Customer Service Center that provides a fingerprinting services network covering the entire state of California in accordance with DOJ and FBI policies, procedures and regulations. The Service Center must provide assistance in English and Spanish. The fingerprinting network must offer services in English at all sites and in Spanish at locations designated by Covered California as bilingual. This list will be developed by Covered California staff once the Contractor's locations are identified.	M	
BR05	The Contractor shall provide Live Scan services at a minimum of 35 required locations. Provide the total number of Live Scan sites (include required and any additional sites) in Attachment 2.C for Covered California's Assistants and Navigators, and locations in Sacramento and Fresno Counties for Covered California employees. Covered California reserves the right to move or close a service location within a Covered California office upon 30 calendar days of written notice to the Contractor. The Contractor shall obtain written approval from Covered California prior to any service location changes associated with this contract.	M	
BR06	The vendor shall have the capability of processing prospective employees in Sacramento and Fresno of between 20-350 employees per month in Sacramento and 20-400 employees per month in Fresno for the first year, with ongoing capability of processing 20 per month in Sacramento/Rancho Cordova and 20 in Fresno.	M	



<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
BR07	The Contractor shall provide, operate, and maintain a toll-free telephone scheduling service for clients to make appointments to be fingerprinted at the Covered California and Contractor locations. The toll-free telephone scheduling service shall be operational and available to schedule fingerprint scans no later than ten (10) calendar days prior to the proposed work station roll out date (That must be included in bid). The toll-free telephone scheduling service shall provide services in English and Spanish. Additional languages may be identified by Covered California staff.	M	
BR08	The Contractor's toll-free scheduling service shall be available during normal business hours (8:00 a.m. to 5:00 p.m. PT, Monday through Saturday, except State holidays). A list of State Holidays is available at <a href="http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx">http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx</a> .	M	
BR09	The Contractor shall provide Live Scan services for applicants who live in remote areas of California.	M	
BR10	The Contractor shall provide on-site mobile fingerprinting services anywhere in the state upon the request of Covered California.	M	
BR11	The Contractor shall have a secure website which includes, at a minimum, the following: <ol style="list-style-type: none"> <li>1. A current listing of Live Scan locations and hours of operation with address</li> <li>2. Functionality to allow scheduling of appointments online</li> <li>3. Fillable and printable fingerprint application forms for Covered California's employees and Assistors (to be developed by Covered California staff)</li> </ol>	M	
BR12	The Contractor shall charge the Live Scan fingerprint rolling fee at a cost established as a result of this IFB. The Contractor shall not charge any additional fees and must bill Covered California and not employees, assistors, or Navigators.	M	

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
BR13	The Contractor shall retain all original completed forms throughout the term of the agreement as required by Covered California and submit to Covered California daily. The applications must be kept in a secure location. The Contractor shall follow the Covered California Confidential and Security Requirements for Vendors (Sample Contract, Attachment 2) when using, storing or submitting the forms to Covered California.	M	
BR14	<p>The Contractor's Business Manager (BM) shall arrange a kick-off meeting at Covered California headquarters in Sacramento within seven (7) business days after contract award date. Topics for this meeting shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• scope of work;</li> <li>• resources;</li> <li>• schedule;</li> <li>• roles and responsibilities;</li> <li>• identify stakeholders and identify subject matter experts;</li> <li>• project data sheet; and</li> <li>• calendars and future meetings (Which include bi-weekly, monthly and ad-hoc meetings).</li> </ul> <p>The Contractor's Business Manager shall be present at this meeting.</p>	M	
BR15	The Contractor shall be responsible for the installation, operation, maintenance and cost of all Live Scan workstations. This includes all network communication lines associated with the capture and transmission of electronic applicant fingerprint records.	M	
BR16	As part of the bid, the Contractor shall provide Covered California with a list of the physical locations of the minimum 35 required Live Scan sites.	M	

<u>Req. No</u>	<u>Description</u>	<u>Requirement Type</u>	<u>Bidder agrees and will comply Yes/No</u>
BR17	Additional languages requested for the web-based and toll free telephone scheduling systems could include Russian, Vietnamese, Korean and Chinese.	D	
BR18	Training and identified on-going support of a Program Manager for Covered California (designated contract and internal staff) who will serve as Custodians of Records and be responsible to generate and provide appeal notices and right to apply for hearing as required by law under Penal Code section 11105 pertaining to the release of Criminal Offender Record Information (CORI).	D	
BR 19	The bidder is required to include a printed and digital (PDF) full map or series of maps of California that specifically outline each available Live Scan location throughout each county of the state. The map must show the distribution of services throughout the counties including estimated travel times from California's rural and metropolitan areas. As a supplement to the map(s) the bidder must include a written list of all location sites including site descriptions. Bidders must show areas and counties on the map(s) that do not have access to bidder's Live Scan services. Descriptions must include information related to parking accessibility, access to/from public transportation, and information related to access of applicants with disabilities per the American with Disabilities Act.	M	

### 3. BID REQUIREMENTS AND INFORMATION

#### 3.1 Key Dates

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

#### KEY ACTION DATES

<b>Request for Proposal Release Date:</b>	<b>June 5, 2013 before noon</b>
<b>Questions Due Date:</b>	<b>June 7, 2013 by noon</b>
<b>Response to Questions Due Date:</b>	<b>June 10, 2013 by 4PM</b>
<b>Proposals Due Date:</b>	<b>June 24, 2013 by 4PM</b>
<b>Notice of Intent to Award</b>	<b>June 28, 2013 by 4PM</b>
<b>Estimated Term Dates:</b>	<b>July 8, 2013 through December 31, 2014</b>

#### 3.2 Contract Engagement Period

The term of this contract is July 8, 2013 through December 31, 2014 with the option to amend for two (2) additional one-year renewals.

#### 3.3 Contract Amount

Responses shall not exceed \$1,463,000 in total costs. Responses that exceed \$1,463,000 will not be considered for selection.

#### 3.4 Submission of Bids

All bids must be submitted under **sealed** cover and received by Covered California by the date and time shown Section 3.1, Key Action Dates. The **sealed** cover must be plainly marked with the IFB number and title, your firm's name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**IFB HBEX 25  
Fingerprinting Services  
Attention: Kelly Long  
California Health Benefit Exchange  
560 J Street, Suite 290  
Sacramento, CA 95814**

Bids not submitted under sealed cover will be rejected.

A postmark will not be accepted as meeting the delivery time if the bid is received by Covered California after the bid submission deadline. It is the bidder's responsibility to ensure timely delivery of the bid. Any bid not meeting this requirement will be rejected.

All bids shall include documents identified in **Attachment 1-A**, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

1. Preparation: Bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the IFB instructions, responsiveness to the IFB requirements, and completeness and clarity of content.
2. Bidder's Cost: Costs for developing proposals or attending Bidder conferences are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.
3. Services Coverage Map: Bids must include a map showing Live Scan locations across the state. See Business Requirement number 19.
4. Completion of Bids: Bids must be complete in all respects as described in the requirements established within the IFB. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements. The Final BID must contain all items required in the IFB.
5. False or Misleading Statements: Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

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

### 3.5 Rejection of Bids

Deviations, whether or not intentional, may cause a bid to be non-responsive and not considered for award. Covered California may reject any or all bids and may waive any immaterial deviation or defect in a bid. Covered California's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB specifications if awarded a contract. **FINAL BIDS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 3.1 KEY ACTION DATES OR NOT SEALED, WILL BE REJECTED.**

### 3.6 Errors in Final Bids

An error in the Final Bid may cause the rejection of that bid; however, Covered California may, **AT ITS SOLE OPTION**, retain the bid and make certain corrections. In determining if a correction will be made, Covered California will consider the conformance of the proposal to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1. If the Bidder's intent, as determined by Covered California, is clearly established based on review of the complete Final Bid submittal, Covered California may at its sole option correct an error based on that established intent.
2. Covered California may at its sole option correct obvious clerical errors.
3. Covered California may at its sole option correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Bid submittal, the Master Copy shall have priority over additional copies.
4. A bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
5. A bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
6. Covered California may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties.
7. Covered California reserves the right to reject any/all bids. Covered California is not required to award an agreement.
8. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
9. All bids must be based on the Scope of Work provided with this solicitation.
10. No oral understanding or agreement shall be binding on either party.

### 3.7 Evaluation and Selection

1. One contract may be awarded as a result of this IFB.
2. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
3. Covered California will evaluate each bid to determine its responsiveness to the published requirements.
4. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
5. Award if made, will be to the responsive, responsible bidder with the highest evaluation points (see Section 4).

### 3.8 Subsequent Solicitation

At the Covered California's sole discretion, after the contract award has been made and the agreement has been executed, if the agreement is terminated with or without cause after performance has begun, Covered California may engage the next-highest-ranked bidder without performing a subsequent solicitation.

### 3.9 Addition or Subtraction of Services

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the scope of work may be modified to add or remove services through an addendum. If bids have been submitted at the time Covered California posts the addendum, Covered California may restrict responses to the addendum so that only those entities that have submitted bids in response to the initial solicitation may respond to the addendum with the modified services.

### 3.10 Protest

A protest may be submitted according to the procedures set forth below. If a vendor has submitted a bid which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, and the proposer believes Covered California has incorrectly selected another proposer for the award, the proposer may submit a protest of the selection as described below. Protests regarding selection of the "successful proposer" will be heard and resolved by Covered California's Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five (5) business days after vendor selection. Protests must be mailed or delivered to:

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

### 3.11 Disposition of Bids

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

### 3.12 Agreement Execution and Performance

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

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

### 3.13 Small Business Preference

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

1. Small Business Preferences: Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California Certified Small Businesses (CCSB). Certification must be obtained no later than 5:00 p.m. on the bid due date.

Section 14835, et seq. of the California Government Code (GC) requires a 5% preference be given to bidders who qualify as a SB. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations (CCR's), Title 2, Section 1896, and et seq. The SB preference is for California-based Certified SB only.



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

### 3.14 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Incentive

This IFB does not require bidders to meet the minimum DVBE participation percentage or goal. However, a bidder must complete and submit the DVBE Declaration – Attachment 1.F with its proposal package. Failure to complete and submit the required attachment as instructed may render the bid non-responsive. Pursuant to Military and Veterans Code Section 999.2, each State department has a participation goal of not less than 3% for disabled veteran business enterprises. These goals apply to the overall dollar amount expended each year by the awarding department.

#### 3.14.1 Commercially useful function

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs** who perform a Commercially Useful Function (CUF) relevant to this solicitation may be used to satisfy the DVBE participation goal. The criteria and definition for performing a CUF are below. When responding to this RFP, bidders will need to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

**CUF Definition** California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing CUF.

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

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted normal industry practices.

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

### 3.15 Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105, **Attachment 1-G**, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract

are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At Covered California's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

### 3.16 Darfur Contracting Act

All bidders must address the requirements of the Darfur Contracting Act of 2008 for the reason described in Public Contract Code section 10475. Refer to **Attachment 1-E**. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in Public Contract Code section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b).

## 4. BID RESPONSE CONTENT

Final bid requirements are contained in the following areas that are described in detail in subsequent sections of this document:

1. Minimum Qualifications
2. Administrative Requirements
3. Understanding and Approach
4. Costs
5. Coverage Map (Business Requirement 19)
6. Contractor Qualifications

### 4.1 Proprietary Information

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

## 4.2 Minimum Qualifications

Final bids will be assessed on a pass/fail basis to verify compliance with all Minimum Qualifications listed in Section 2.

## 4.3 Administrative Requirements

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

### 4.3.1 *One (1) hard copy marked "Master", three (3) additional hard copies, and one (1) electronic copy submitted on CD, shall include the following in this order:*

1. A cover letter signed by a person authorized to bind the company which also includes the company's certification number(s) for SB and/or DVBE (if applicable).
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers' Compensation Liability Insurance.
4. A signed Payee Data Record form STD. 204 (Attachment 1-D).
5. A signed Federal Debarment Certification (Attachment 1-B).
6. A completed Darfur Contracting Act Certification (Attachment 1-E).

## 4.4 Response Requirements

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

### 4.4.1 *Understanding and Approach*

Include a description of your understanding of the project's goals, emphasizing your understanding of the objectives and the major activities that must be performed to complete the work. Discuss your strategy for providing the services being requested. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response (maximum of 2 pages).

### 4.4.2 *Costs*

Provide costs by fiscal year in a table for performing the services being requested.

### 4.4.3 *Coverage Map*

Provide a map (Business Requirement 19) detailing the locations of Live Scan services across the state.

#### 4.4.4 Contractor Qualifications

Describe and provide examples of the company's overall organizational capability and resources as they relate to the general requirements set forth in this IFB, including the following (maximum of 3 pages):

1. Ability to manage the project and the risks involved with the project.
2. Ability to complete projects on time and within budget.
3. Ability to provide quality deliverables.
4. Evidence of the firm's experience performing the services outlined in this solicitation, including the total number of years the firm has been providing the services outlined in the SOW.

## 5. EVALUATION CRITERIA

### 5.1 Written Responses to this RFP will be evaluated in two phases

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

Phase 2 - Review of the understanding and approach, costs, coverage map, and contractor qualifications.

### 5.2 Evaluation Criteria

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

<b>Criteria</b>	<b>Points</b>
Minimum Qualifications	Pass/Fail
Administrative Requirements	Pass/Fail
Understanding and Approach	100
Cost	100
Coverage Map	100
Corporate Qualifications	100
<b>Totals</b>	<b>400</b>

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

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

The Exchange Evaluation Team will evaluate Bidder proposals in the four areas of requirements:

1. Understanding and Approach
2. Cost
3. Coverage Map
4. Corporate Qualifications

**5.2.1.1 Understanding and Approach**

Scoring of this factor shall be based upon the Evaluation Team's assessment of the Bidder's understanding of and insight into the challenges, issues, and risks faced by the Exchange during this project's duration, and the feasibility, efficiency, and expected effectiveness of the approaches offered by the Bidder to provide assistance to the Exchange. Evaluators will assign scores based upon information contained in the Bidder's Understanding and Approach Narrative.

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

**Understanding and Approach Scoring Key**

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Understanding and approach clearly demonstrates unusual insight and/or creativity.	100
Acceptable	No reservations or minimal reservations about bidder's understanding and approach.	75
Marginal	Material reservations about bidder's understanding and approach.	45
Unacceptable	Understanding of the project and client needs clearly deficient.	0

### 5.2.1.2 Costs

Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available (100), as shown in the calculation below:

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

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

#### *Cost Evaluation and Scoring Methodology Example*

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 100$	75
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 100$	86
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 100$	100

### 5.2.1.3 Coverage Map

Covered California is committed to a robust and accessible Assistors program that will allow our potential Assister applicants wide access to Live Scan services throughout California. The bidder is required include a printed and digital (PDF) full map or series of maps of California that specifically outline each available Live Scan location throughout each county of the state. The map must show the distribution of services throughout the counties including estimated travel times from California's rural and metropolitan areas. As a supplement to the map(s) the bidder must include a written list of all location sites including site descriptions. Bidders must show areas and counties on the map(s) that do not have access to bidder's Live Scan services. Descriptions must include information related to parking accessibility, access to/from public transportation, and information related to access of applicants with disabilities per the American with Disabilities Act.

Attachment 2-C contains maps showing the estimated projects for Assistors requiring Live Scan services. Scoring of this factor will be based on the Evaluation Team's assessment of the coverage map provided by the bidder and how it relates to the

locations projected for both Covered California employees and Assisters. Scores will be assigned in accordance with the rating scale shown below, Coverage Map Scoring Key.

**Coverage Map Scoring Key**

<b>RATING</b>	<b>EVALUATION TEAM ASSESSMENTS</b>	<b>POINTS</b>
Outstanding	High degree of confidence that there are a significant amount of Live Scan locations to serve the needs of both employees and Assisters.	100
Acceptable	No reservations or minimal reservations about Live Scan locations to serve the needs of both employees and Assisters.	75
Marginal	Material reservations about Live Scan locations.	45
Unacceptable	Live Scan locations and resources clearly inadequate.	0

**5.2.1.4 Corporate Qualifications**

The Exchange seeks a Vendor with significant corporate capacity to respond to Exchange needs during the entire duration of the contract, support a high degree of qualified staff continuity, and a consistently high level of individual team member performance. Scoring of this factor will be based upon the Evaluation Team's assessment of corporate resources, capacity, and historical track record as they relate to the services being requested. Evaluators will assign scores based upon the bidder's Corporate Qualifications narrative. Scores will be assigned in accordance with the rating scale shown below, Corporate Qualifications Scoring Key.

**Corporate Qualifications Scoring Key**

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

## 6. ATTACHMENTS AND EXHIBITS

### Attachment 1

- 1-A: Proposal Checklist
- 1-B: Federal debarment, suspension, ineligibility and voluntary exclusion – certification
- 1-C: Bidder Instructions
- 1-D: Payee Data Record
- 1-E: Darfur Certification
- 1-F: DVBE Declaration
- 1-G: Bidder Declarations

### Attachment 2

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