



**California Health Benefit Exchange
(Covered California)
RFP 2014-22: Salary Survey**

April 20, 2015

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1. INTRODUCTION

1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). To submit a proposal to provide the requested services, you must comply with the instructions contained in this document as well as the requirements stated in the Scope of Work (SOW), Contractor Response Guidelines, and Attachment 2-D: Cost Worksheet. By submitting an offer, your company agrees to the terms and conditions stated in this RFP.

Read this document carefully. Responses to this RFP must be submitted to the California Health Benefit Exchange (Covered California) contact noted in Section 1.3 below.

1.2 Key Action 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

Request for Proposal Release Date:	April 20, 2015
Questions Due Date:	April 27, 2015 by 3:00pm PST
Responses Posted By:	May 1, 2015 by 3:00pm PST
Proposals Due Date:	May 18, 2015 by 3:00pm PST
Interviews:	June 8, 2015 – June 12, 2015
Notice of Intent to Award	June 15, 2015
Estimated Term Dates:	July 1, 2015 – December 1, 2015

1.3 Contact

Adam Odabashian
California Health Benefit Exchange
E-mail address: HBEXSolicitation@covered.ca.gov

1601 Exposition Blvd.
Sacramento, CA 95815

Six (6) copies of the Final Proposal are due by the stated deadline to the contact at the mailing address indicated in Section 1.3.

1.4 Contract Amount

Responses shall not exceed \$250,000 in total costs. Responses that exceed this amount will not be considered for selection.

1.5 Bidder's Questions

Bidders shall submit any questions regarding this RFP by the due date specified in the Key Action Dates table in Section 1.2. Only e-mail inquiries addressed to the contact

person listed Section 1.3 will be accepted. Bidders shall provide specific information to enable the state to identify and respond to their questions. When submitting inquiries, please reference the RFP number. At its discretion, Covered California may contact an inquirer to seek clarification of any inquiry received. Bidders that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP, shall submit a proposal at their own risk.

1.6 Submission of Final Proposals

1. Preparation: Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, 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. Completion of Proposals: Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal 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 Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements as determined by Covered California in its sole discretion. The Final Proposal must contain all items required in the RFP.
4. False or Misleading Statements: Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

Issuance of this RFP in no way constitutes a commitment by the State of California to award a contract. 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 RFP 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 RFP will be assessed based on determining the "Best Value" and the selection, if made, will be to a single Bidder. The SOW and bid will be made a part of the resulting Contract.

1.7 Format of Proposals

This RFP requires Bidder(s) to submit a final phase proposal(s) that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope or container when shipped to Covered California by the dates and times shown in Section 1.2 Key Dates. The sealed package must be plainly marked with the (1) RFP number and title, (2) Bidder name and address, and (3) must be marked with "DO NOT OPEN", as shown in the following example:

**RFP 2014-22: Salary Survey
Attention: Adam Odabashian
California Health Benefit Exchange
1601 Exposition Blvd.
Sacramento, CA 95815
DO NOT OPEN**

Hardcopy proposals shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a Covered California-designated central repository and remain the sole property of Covered California.

Bidder shall submit six (6) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope or Container. In the Bidder's best interest, one (1) set should be titled as being the "Master Copy" and the remaining five (5) as additional copies. Bidder shall also provide a CD-ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies.

Bids not submitted under sealed cover may be rejected.

1.8 Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. Covered California may reject any or all proposals and 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 excuse the Bidder from full compliance with the RFP specifications if awarded a contract. **FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.2 KEY ACTION DATES OR NOT SEALED**, remain unopened and will be maintained by the Contact listed in Section 1.3 separately from proposals that have been timely received.

Proposals received after expiration of the deadline shall not be submitted to the Evaluation Team nor considered.

1.9 Errors in Final Proposals

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

1. If the Bidder's intent, as determined by Covered California, is clearly established based on review of the complete Final Proposal 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. 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.
4. 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.
5. Covered California may modify the RFP prior to the bid submission deadline by the issuance of an addendum to the website.
6. Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Covered California is not required to award a contract. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with the RFP requirements.
7. All proposals must be based on the Model Contract provided with this solicitation (Scope of work provided in Section 3, and contract General Terms and Conditions provided in Attachment 2). Bidders must submit as part of their response any exceptions to the Model Contract that they wish to negotiate. Bidder exceptions must be documented in an attachment labeled "Proposal Contract Exceptions." All Model Contract exceptions must be included in the Bidder Proposal at the time of its submission. No additional exceptions may be presented during contract negotiations.
8. No oral understanding or contract shall be binding on either party.

1.10 Protest

A protest may be submitted according to the procedures set forth below. If a Bidder has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the Bidder should have been selected, according to Section 5.3 - Evaluation Criteria, and the Bidder believes Covered California has incorrectly selected another Bidder for the award, the Bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful Bidder" 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 Bidder, 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 Bidder selection. Protests must be mailed or delivered to:

Mailing Address:
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
1601 Exposition Blvd.
Sacramento, CA 95815

1.11 Disposition of Bids

Upon bid opening, all documents submitted in response to this RFP will become the property of the State of California. 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 Covered California and entities with which Covered California is considering a contract. Included within the exemption include, but are not limited to, score sheets and proposals submitted by Bidders for purposes and any evaluation of competing for a contract. Covered California may, at its discretion, waive this exemption.

1.12 Contract Execution and Performance

Performance shall start no later than the express date set forth in the RFP by Covered California after all approvals have been obtained and the contract 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 contract. 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 replacement contractor.

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

1.13 Subsequent Solicitation

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

1.14 Addition or Subtraction of Services

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the SOW 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 RFP may respond to the addendum with the modified services.

2. MINIMUM QUALIFICATIONS

2.1 Respondent's Minimum Qualifications

Respondents' Minimum Qualifications include:

- Previous salary survey consulting engagements.
- Senior consulting staff must have a minimum of two (2) years' work experience.
- Each senior consulting team member must include information regarding their education, specialties and experience relevant to the required tasks.
- Ability to build trust and work effectively with management and staff.

2.2 Respondent's Desirable Qualifications

Covered California is seeking an individual or entity identified in this SOW with the following desirable skills:

Respondents' desirable qualifications include:

- Contractor must demonstrate that staff assigned to the project possess the experience, education, knowledge, and skills required to perform the SOW described in this RFP.
- The Exchange seeks a team with experience and knowledge of, or experience in, the process outlined in the SOW. The proposed team must possess knowledge and understanding of salary survey techniques.

2.3 Reassignment of Personnel

1. The Contractor shall not reassign personnel assigned to the contract during the term of the contract 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, upon the experience and individual

skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.

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

3. SCOPE OF WORK

3.1 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. The California state law is referred to as the California Patient Protection and Affordable Care Act (CA-ACA).

The goals and objectives of Covered California are to:

- Reduce the number of uninsured Californians by creating an organized, transparent marketplace for Californians to purchase affordable, quality health care coverage to claim available federal tax credits and cost-sharing subsidies, and to meet the personal responsibility requirements imposed under the federal act (ACA);
- Strengthen the health care delivery system;
- Serve as an active purchaser, including creating competitive processes to select participating carriers and other contractors;
- Require that health care service plans and health insurers issue coverage in the individual and small employers markets and compete on the basis of price, quality, and service (and not on risk selection); and
- Meet federal and state law requirements, guidance and regulations.

Covered California is an independent public entity within California State Government. It is governed by a five member board appointed by the Governor and Legislature. Four of the members are appointed for four year terms, two by the Governor, one by the Senate Rules Committee and one by the Speaker of the Assembly. The California Secretary of Health and Human Services is a voting ex-officio member of the Board. The Board elected the California Secretary of Health and Human Services Agency as Chair, signaling its intention to actively coordinate and collaborate with existing state agencies involved in providing health coverage to Californians.

Covered California works in close partnership with the:

- Department of Health Care Services, which oversees and administers the California's Medicaid Program (Medi-Cal) and other specifically focused health programs;
- The two agencies that regulate health insurance in California, the Department of Managed Care and Department of Insurance; and
- A broad range of stakeholders whose constituencies will be impacted by health care reform.

Purpose of RFP:

The California Health Benefit Exchange (Exchange) requires the services of an independent outside advisor to provide the Exchange with a salary survey pursuant to the mandates outlined in Government Code 100503(m) that enacts the California Patient Protection and Affordable Care Act (Cal-ACA).

Government Code 100500 establishes the Exchange to implement one of the key provisions of federal health care reform. The Government Code contains numerous provisions regarding the governance, programmatic requirements, and administrative actions necessary to establish the Exchange. One key provision requires the Exchange's Board to conduct salary surveys to establish the salaries of specified executive positions and other positions as required by the Board. These critical salary surveys will establish appropriate compensation packages for the executive staff of the Exchange. The specified executive positions are:

1. Executive Director
2. Chief Deputy Executive Director
3. Deputy Chief Operations Officer
4. Chief Technology Officer
5. Project Director, Information Technology
6. Director, Government Relations
7. General Counsel
8. Assistant General Counsel
9. Chief Financial Officer
10. Director, Communications and Public Affairs
11. Director, Marketing
12. Director, Plan Management
13. Director, Product Development and Sales
14. Senior Medical Officer
15. Chief Actuary
16. Director, Service Center

The Contractor resulting from this RFP will conduct a salary survey using two methodologies that will allow the Exchange to identify appropriate peer organizations for industry-specific roles, as well as understand the broader industry for jobs that have a wide market for talent. Additionally, the Contractor will collect compensation data and benefits data related to these positions. Finally, the Contractor will perform data analysis on the data collected and prepare a final report.

The Exchange reserves the right to retain the services of the Contractor resulting from this RFP to assist with other salary surveys embarked upon by the Exchange during the established contract period or through a contract amendment.

The period of performance for this contract is approximately six (6) months. The current budget allocation to support the services outlined in this document shall not exceed \$250,000 for the contract term or any amendment to the contract.

Covered California reserves the right to retain the services of the organization resulting from this RFP to assist with other related activities and projects embarked upon by

Covered California during the established contract period, or through a contract amendment.

Read this document carefully. Responses to this RFP must be submitted to Covered California contact noted in Section 1.3.

3.2 Reference Documents

For additional information about the Covered California and previous solicitations, please visit: <http://hbex.coveredca.com/solicitations/>

3.3 Project Tasks

The following brief SOW outlines Covered California's overall expectations. Potential Bidders will be asked to develop their own, more detailed approach in response to this RFP.

1. Scope and Description:

The Contractor shall provide to the California Health Benefit Exchange (Exchange) a salary survey pursuant to the mandates outlined in AB 1602 (Perez, Chapter 655, Statutes of 2010) that enacts the California Patient Protection and Affordable Care Act. In order to prepare this final report, the Contractor shall perform the following tasks. The specific direction of the form and structure of the salary survey shall be provided by the Personnel Committee of Exchange's Board of Directors. The Contractor shall meet with the Personnel Committee prior to starting its research and provide drafts during the development and collection process.

2. Contractor Tasks and Responsibilities:

A. Task One:

The Contractor shall conduct a salary survey, using two methodologies. This approach will allow the Exchange to target appropriate peer organizations for industry specific roles, as well as understand the broader industry for jobs that have a wider market for talent. The Contractor shall prepare distinct reports and analysis, as appropriate for each position, which may include separate salary survey results for: (1) State-based Exchanges; (2) California Independent State Agencies; (3) California-based Local Health Plans; and (4) Nationally Not-for-Profit Health Plans of comparable size/scope to Covered California (based on gross revenue or other criteria).

- I. The Contractor shall perform a Custom Data Survey. This will require a unique survey questionnaire to be designed and data to be collected from an identified group of organizations. The benefits for this approach include a high level of specificity in the types of information collected, organizations surveyed, and data quality review. Additionally, a custom survey can provide market information for benchmark positions that are not typically included in published survey sources.

Each completed data submission questionnaire will be returned directly to the Contractor; data will be held by the Contractor in strict confidence and reported at a summary statistical level in order to protect individual data. The data shall remain confidential unless otherwise publicly available. Since the results of any survey are highly dependent upon the quality of the data provided by participants, the Contractor will take all appropriate measures to ensure that survey participation and the input received is accurate and complete.

- II. The Contractor shall also perform a Published Data Survey - Data to be collected from published surveys for the health insurance, health plan, broker/agency, large third party administrator industries and other applicable industry sectors. The Contractor should also utilize their own proprietary survey data, if any and as appropriate. The benefits of this approach often include a broader and more stable set of survey participants and jobs. This allows for market comparisons across industry sectors, when applicable, and typically results in a more consistent year over year survey data.

B. Task Two: Data Collection: The Contractor shall collect data areas as follows:

- I. Compensation Data Collection - The Contractor will match job responsibilities (using job descriptions) to corresponding job duties in available published compensation surveys and obtain base salary and total cash (base salary plus annual bonus) information for the identified set of jobs. Survey data cuts will meet the following criteria: a minimum of five companies reporting information; and reflect the Exchange's labor market with regard to revenue, headcount, asset size, and industry.
- II. Benefits Data Collection - Reviewing the percentage of the pay mix in the not-for-profit industry groups for each of the following components of total compensation: base salary, variable pay, retirement, health, security, and paid time off. Data will be collected from a sample of comparable positions in the contractor's Data Services Total Reward Compensation and Benefits Survey, which reports benefits values calculated using standard industry demographics.

C. Task Three: Data Analysis:

- I. Following the collection of verifications of custom and published survey data, statistical analyses of the compensation data will be completed. Custom survey data and published survey data will be analyzed and reported separately, along with a summary roll-up that combines the two.
- II. For custom survey data, the following statistics will be calculated based on the data array for each position: 25th percentile, median, and 75th percentile. Department of Justice (DOJ) guidelines for reporting custom compensation data will be followed. DOJ guidelines requires a minimum of five companies to report the first data point (e.g. median) and a higher number of participating companies to report additional data point (e.g. 25th percentile and 75th percentile). An appropriate labor market

differential, based on the data provided by the Economic Research Institute, will be applied to align all data points with the Sacramento labor market.

- III. Benefits data collected in the custom survey will be reported as prevalence, information (e.g. 75% of participants have a pension plan with 25% have defined contribution plans). Benefits data collected from published survey sources will show the relative mix of reward components in not-for-profit organizations as a percent of total compensation. This analysis does not provide actual dollar values but rather the percent of total compensation each reward component represents.

D. Task Four: Final Report:

The Contractor will produce a final report summarizing the methodology and results. The report will may be produced in stages, first focusing on the Chief Deputy Executive Director, Director of Product Development and Sales, and Director of Plan Management. The specific direction of the form and structure of the salary survey shall be provided by the Personnel Committee of Exchange's Board of Directors. The Contractor shall meet with the Personnel Committee prior to starting its research and provide drafts/discussion throughout the development and collection process. The process will likely involve multiple telephonic and/or face-to-face meetings with the Personnel Committee. The results of those discussions may result in some reinterpretation and/or redrafting of the materials. The Contractor will also meet with the full Board in closed session on two or more occasions throughout the course of the study. The final report for the salary survey shall be completed by December 1, 2015.

3. Deliverables:

Shall deliver to the Exchange one Final Salary Survey Report no later than December 1, 2015.

4. Other Reporting Requirements

- a. *On a monthly basis, each contractor staff person shall complete a timesheet.*
- b. *The contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the State.*

5. Travel

- a. *Travel and overtime are not allowed under this agreement.*

3.4 Contract Completion Criteria

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

3.5 Deliverable Acceptance Criteria

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

Throughout the contract, Covered California will review and validate services performed. In addition, Covered California's Project Manager will verify and approve the Contractor's invoices. Signed acceptance is required from the Covered California Project Manager to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to Covered California.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

3.6 Contractor Roles and Responsibilities

The Contractor shall:

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

3.7 Covered California's Roles and Responsibilities

Covered California shall:

1. Designate Covered California contact person (Project Manager) to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this RFP.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist with the elaboration of technical requirements.

3.8 Project Assumptions and Constraints

1. The Contractor's work hours must be consistent with Covered California's key staff on-site, whose normal business hours are 8:00 AM to 5:00 PM PST, Monday through Friday, except for standard holidays.
2. Overtime rates will not be reimbursed under the contract.
3. Travel will not be reimbursed under the contract.
4. Any modifications to tasks within the SOW of the contract will be defined, documented, and mutually agreed upon by the Contractor and Covered California's Project Manager prior to starting work on the modified task. Amendments to the contract for tasks within the SOW are limited to an extension of time or tasks directly related to the SOW.
5. Covered California's Project Manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to Covered California's priorities. Covered California and the Contractor must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
6. Covered California and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to Covered California's Project Manager and

the Contractor's engagement manager, respectively, within 48 hours of becoming aware of the problem.

3.9 Contract Amendment

Covered California may, at its sole discretion, extend the term of the contract for up to three months, to March 1, 2016, at the rates specified in Attachment 2 Cost Sheet that includes optional costs for optional extensions to the contract. The period of performance must be changed by a formal, written Amendment to the Agreement if the department exercises its option to extend services

3.10 Payment and Invoicing

Payment to Contractor is contingent upon Covered California's receiving funding from the Federal government and the collection of fees assessed from the Qualified Health Plans. Covered California shall bear no liability or responsibility for payment to Contractor, even for services provided and delivered, in the event payment to Covered California from the Federal government or the collection of fees assessed from the Qualified Health Plans is delayed, suspended, or terminated.

Payment to the Contractor will be contingent upon final approval of services rendered. The hours projected for each identified task will be used to assess the reasonableness of the Contractor's Offer. The Contractor may invoice Covered California only after the successful completion and acceptance of services rendered. The Contractor may not invoice Covered California for any costs exceeding the maximum amount of the final contract.

4. PROPOSAL RESPONSE CONTENT

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

1. Administrative Requirements
2. Understanding and Approach
3. Corporate Qualifications Summary
4. Staff Experience
 - a. Staff Resumes
5. Past Projects Completed
6. Assumptions
7. Updated Model Contract
 - a. Using the Exhibit A template (Attachment 2-B), include revised Exhibit A with updated Statement of Work
 - i. Understanding and Description of the Tasks to be Performed (Work Plan)
 - b. Costs: Include revised Exhibit B with Cost Worksheet (Attachments 2-C and 2-D)
 - c. Include Exhibits C, D, and E (Attachment 2-E through G) with track changes to Terms and Conditions. Submission of these Exhibits without track changes implies an acceptance to those Terms and Conditions.

4.1 Proprietary Information and Confidential Status of Responses

Any documentation submitted which has been marked “Proprietary” or “Trade Secrets” will not be accepted. Pursuant to Evidence Code Section 1040, Covered California will consider responses to this solicitation as “official information” acquired in confidence and will not disclose the information received as a public record, unless it is already available to the public, without receiving prior written permission from the Bidder.

4.2 Administrative Requirements

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

4.2.1 *All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP, and shall include the following Administrative Requirements 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
5. A signed Federal Debarment Certification (Attachment 1-B).
6. A completed certification form showing, upon award of the contract, the Bidder agrees to provide a completed Title 22, Government Code Sections 81000-91014, Statement of Economic Interests, Form 700 (Attachment 1-C).

4.3 Technical Requirements

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

4.3.1 *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 outlined in the SOW within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response (no more than 3 pages).

4.3.2 *Corporate Qualifications Summary*

Describe and provide examples of the company’s overall organizational capability and resources as they relate to the general requirements set forth in this RFP’s Scope of Work (SOW), including the following:

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.

(no more than 3 pages)

4.3.3 Engagement Team Qualifications

Describe the qualifications of each of the members of the proposed engagement team. Identify the role that each member is expected to play and describe the experience, education, knowledge, and skills each member possesses as it relates to their proposed role.

Bidder must identify the key staff that will be the point of contact for Covered California and the percentage of time that staff will be dedicated. (no more than 3 pages).

4.3.3.1 Resumes

Provide a resume of the relevant experience for each contractor staff person proposed. For each experience citation provided on a resume, the resume must include:

1. Total Duration: Indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted;
2. Description of Specific Experience: 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.

4.3.4 Past Projects Completed

Describe in a narrative no more than five (5) projects your corporation has completed in the last two years that relate to the tasks listed in the SOW (no more than 3 pages).

4.3.5 Assumptions

Document any assumptions the Contractor is making about the SOW, the responsibilities of the Bidder and Covered California, and any other issues that are relevant to the Bidder's Offer and ability to do the work for the proposed cost (no more than 3 pages).

5. REVIEW OF FINAL PROPOSALS FOR AWARD/SELECTION CRITERIA

5.1 Written Responses to this RFP will be evaluated in three phases

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

Phase 2 – Technical Requirements. Review of the understanding and approach, corporate qualifications, engagement team qualifications, resumes, and past projects completed.

5.2 Interviews

After Phase 2, interviews may be conducted with up to three of the highest-rated Bidders. The exact number of Bidders interviewed is entirely at the discretion of Covered California. The specific staff to be interviewed will be agreed upon between Covered California and the Bidder at the time the interview is scheduled.

5.3 Evaluation Criteria

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

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

Criteria	Weight	Points
Minimum Qualifications	Pass/Fail	Pass/Fail
Administrative Requirements	10%	100
Understanding and Approach	20%	200
Corporate Qualifications	20%	200
Engagement Team Qualifications and Resumes	10%	100
Past Projects Completed	10%	100
Cost	30%	300
Totals	100%	1000

Preference Programs if applicable	Points
Small Business	15
DVBE Participation 5% or Over	15
DVBE Participation 4% to 4.99% inclusive	12
DVBE Participation 3% to 3.99% inclusive	9
DVBE Participation 2% to 2.99% inclusive	6
DVBE Participation 1% to 1.99% inclusive	3

The highest-rated response 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 shall be recommended for selection.

Covered California Evaluation Team will evaluate Bidder proposals in the four areas of requirements:

1. Understanding and Approach
2. Corporate Qualifications
3. Engagement Team Qualifications
4. Past Projects Completed

5.3.1.1 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 Covered California as depicted in the Scope of Work, and the feasibility, efficiency, and expected effectiveness of the approaches offered by the Bidder to provide assistance to Covered California. Evaluators will assign scores based upon information contained in the Bidder's Understanding and Approach Narrative. The Evaluation Team will consider, in descending order of importance:

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

5.3.1.2 Corporate Qualifications

Covered California seeks a Vendor with significant corporate capacity to respond to Covered California 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.

Corporate Description and Background: 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 Scope of Work. Evaluators will assign scores based upon the bidder's Corporate Qualifications narrative.

5.3.1.3 Engagement Team Qualifications

Covered California seeks a team of highly qualified, senior staff to provide high-level project management support services as depicted in the Scope of Work. The following sections describe the evaluation and scoring of staff qualifications.

1. Staff Experience and Credentials

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

- a. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the individual in the project engagement;
- b. Demonstrated capacity to perform at a high level in multiple areas of project management;
- c. General breadth and extent of experience, as indicated by the number of projects, and duration of individual involvement in each;
- d. Relevance of experience as indicated by the scope and subject matter of project experience; and
- e. Relevance of education, training, and certifications.

5.3.1.4 Past Projects Completed

Scoring of this factor will be based upon the Evaluation Team's assessment of the breadth, depth, and relevance to the Scope of Work requirements, as well as corporate resources and capacity as indicated by the characteristics projects previously completed. Evaluators will assign scores based upon information contained in the Past Projects Completed narrative.

5.3.2 Scoring Criteria

Evaluators will assign technical points to all categories using these scoring criteria:

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success	Score
Excellent	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High	10.0
Good	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High	7.5
Acceptable	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair	5.0
Marginal	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses or deficiencies	Significant	Significant	Poor	2.5
Unacceptable	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses or deficiencies	Needs major revision	Needs major revision	None	0

5.4 Cost Score

Cost (300 points)

Each Bidder's 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 (300), 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	$\frac{\$300,000}{\$400,000} \times 300$	225
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 300$	257
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 300$	300

6. PREFERENCE PROGRAMS

6.1 Small Business (SB) Preference

This RFP does not require Bidders to meet the minimum SB participation percentage or goal. However, Bidders are encouraged to sub-contract with SBs.

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 Bidder 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.

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

This RFP does not require Bidders to meet the minimum DVBE participation percentage or goal. However, a Bidder must complete and submit the **Bidder Declaration – Attachment 1-I** 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.

6.2.1 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.

Attachment 1

- 1-A: Proposal Checklist
- 1-B: Federal debarment, suspension, ineligibility and voluntary exclusion – certification
- 1-C: FORM 700 Statement of Economic Interest Certification
- 1-D: Bidder Instructions
- 1-E: Payee Data Record
- 1-F: DVBE Declaration
- 1-G: Bidder Declarations

Attachment 2

- 2-A: Standard 213
- 2-B: Exhibit A – Scope of Work
- 2-C: Exhibit B – Budget Provisions
- 2-D: Exhibit B – Attachment 1, Cost Worksheet
- 2-E: Exhibit C – General Terms and Conditions
- 2-F: Exhibit D – Special Terms and Conditions
- 2-G: Exhibit E – Additional Provisions