

REQUEST FOR PROPOSALS FOR

Exchange Assister Services

ISSUING OFFICE

Pennsylvania Health Insurance Exchange Authority

PHIEA 20-01

DATE OF ISSUANCE

April 20, 2020

Small Diverse Businesses (SDB) and Veteran Business Enterprises (VBE) are encouraged to respond to this solicitation. If you haven't verified as an SDB or VBE within Pennsylvania, you may miss out on contracting opportunities designed to increase the Commonwealth's spending with SDBs and VBEs. These opportunities will be available for goods, services, information technology services and products, as well as design, engineering and construction contracts.

To review SDB and VBE program eligibility and for more information on seeking certification, please visit www.dgs.pa.gov and follow the links to "Small Diverse Business Program" located under the "Businesses" heading. Direct customer assistance is also available from staff within the Bureau of Diversity, Inclusion, and Small Business Opportunities by calling 717-783-3119 or via email at gs-bdisbo@pa.gov.

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Due Date/Time
Deadline to submit Questions via email to gzeh@pa.gov .	Potential Respondents	April 29, 2020 12:00 PM
Answers to Potential Respondent questions posted to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx no later than this date/time.	Issuing Office	May 1, 2020 12:00 PM
Please monitor website for all communications regarding the RFP.	Potential Respondents	Ongoing
Emailed proposals must be received* at the email address gzeh@pa.gov .	Respondents	May 15, 2020 12:00 PM

** It is strongly recommended that Respondents send the proposal submission email requesting a “Delivery Receipt” and “Read Receipt” and send the proposal sufficiently in advance of the deadline to be able to confirm receipt within the deadline and to be able to remediate transmission problems should they occur.*

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Respondents”) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Health Insurance Exchange Authority’s (“Issuing Office”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Assister Services (“Project”) for the next two plan years (2021 and 2022), including their respective open enrollment periods, with three (3) optional one (1) year renewals, at the Issuing Office’s discretion. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Respondents must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** Pennsylvania Health Insurance Exchange Authority (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Gwen Zeh, gzeh@pa.gov, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** Pursuant to Act 42 signed into law on July 2, 2019, the Commonwealth of Pennsylvania, through the Issuing Office, is implementing a State-Based Exchange (“exchange”) for the open enrollment period beginning November 1, 2020 and the corresponding plan year 2021, as contemplated by the Patient Protection and Affordable Care Act (“ACA”). An exchange is an online marketplace on which individuals can shop for, compare, and enroll in health insurance coverage. The Commonwealth embarked upon this initiative because of the potential cost savings in healthcare for Pennsylvanians and the return of control to the state for operating the healthcare exchange.

The mission of this exchange is to improve the accessibility and affordability of individual market health coverage for Pennsylvanians. Throughout this transition to a state-based exchange, the overarching goals include successfully operating an exchange, serving Pennsylvania’s individual health insurance market customers without disruption, and supporting the needs of customers purchasing health insurance while ensuring the stability and affordability of the health and dental offerings available through the exchange. In order to successfully achieve these overarching goals, the exchange has identified three strategic goals it must keep at the forefront. The first of these goals is a seamless transition. The exchange’s success in achieving this goal will be measured through account conversions, assister and producer account captures and integration testing results. The second strategic goal is to ensure higher quality access. This goal will be measured through renewals numbers and superior customer service standards. The final goal is ensuring lower costs and lower premiums. This will be achieved by staying on budget and achieving a reduction of premiums by 5-10% for Pennsylvanians. It is vital that the exchange works toward achieving each of these goals in order to ensure that Pennsylvanians are reaping the benefits contemplated during the passage of Act 42. However, these goals cannot be achieved

solely by the exchange; there exists a need for the exchange to work with entities in Pennsylvania, including an assister organization.

Securing a contractor to assist with the creation of a robust and representative assister program for the exchange is paramount to its success. This program can be comprised of various entities, such as federally qualified health centers (“FQHCs”), hospitals, non-profit groups, chambers of commerce, unions, small businesses, direct case workers and others (see **Part I, Section I-28. Federal Regulatory or Issuing Office Technical Requirements**). This program can also be comprised of individuals serving in a certified assister role to assist with outreach and education efforts across the entire Commonwealth. The exchange desires to procure a vendor with assister experience, and capable of articulating a strategy and vision for accomplishing the exchange’s goals; identifying, representing and communicating with the diverse and different populations the exchange is striving to serve; and remaining accountable for a program that will be primarily resourced and enabled through subcontractors. The ability for the Respondent to commit to these goals is vital as the exchange works to achieve each of its overarching goals.

For the purposes of this contract, the Respondent shall be the primary entity accountable and responsive to the Issuing Office for all attestations required in the provisions set forth in this RFP. If the Respondent decides to utilize assisters and subcontractors to meet all the required provisions, the Respondent solely will be held responsible by the Issuing Office for the compliance of all assisters and subcontractors operating on behalf of the Respondent. For the purposes of completing this RFP, whenever the Issuing Office requests attestations, the Respondent should respond on behalf of all its assisters and eventual subcontractors if the Respondent were to be selected to perform these assister services. The purpose of this RFP is to procure experienced persons or entities with the ability to operate an assister program for the Issuing Office for the next two plan years (2021 and 2022), including their respective open enrollment periods, plus three (3) more optional one (1) year renewals, at the Issuing Office’s discretion.

In light of the current circumstances surrounding COVID-19, the Issuing Office deems it important to note that for the purposes of this RFP, it will be evaluating proposals under the assumption that by September 2020, when these assister services will commence, the normal course of business will have returned. Notwithstanding this, even if COVID-19 is still affecting operations, the Selected Respondent will be required to provide the procured services in accordance with its Emergency Preparedness plan discussed in **Part III, Section III-6(F)** of this RFP.

I-4. Objectives.

A. General.

1. Establish an assister program to conduct outreach and education services;
2. Ensure the assister program complies with all federal and state regulations when performing outreach and education efforts on behalf of the Issuing Office;
3. Reach as many Pennsylvanians as possible to discuss healthcare options both during open enrollment and throughout the plan year; and

4. Support the Issuing Office's goal of decreasing the uninsured in Pennsylvania, through increased enrollment on the exchange during open enrollment and throughout the plan year.

B. Specific.

1. Establish an assister program which reaches populations in all counties across the Commonwealth;
2. Establish an assister program which reaches the vulnerable and underserved populations in all counties across the Commonwealth;
3. Establish an assister program which targets harder to reach, historically uninsured demographics throughout open enrollment and plan years;
4. Establish an assister program which conducts data-driven outreach and education campaigns;
5. Establish an assister program which can provide well-informed data to the exchange, as available, including but not limited to call volume data, enrollment data, Medicaid eligibility data, and marketing data; and
6. Establish an assister program which will assist customers with the transition from the federal platform to the newly formed exchange.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a Firm, Fixed-Price contract containing the **Contract Terms and Conditions** document which accompanies this RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Respondents whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Respondent incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Questions & Answers. If a Respondent has any questions regarding this RFP, the Respondent must submit the questions by email (with the subject line "**RFP PHIEA 20-01 Question**") to the Issuing Officer named in **Part I, Section I-2. Addenda to the RFP**. If the Respondent has questions, they may be submitted as they arise via email, but **no later than** the date indicated on the Calendar of Events. The Issuing Officer shall post the answers to the questions to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx> on an ongoing basis until the deadline stated on the Calendar of Events. When a Respondent submits a question after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Respondent to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date, the question and answer will be provided to all Respondents through an addendum.

All questions and responses as posted to eMarketplace are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-9. Addenda to the RFP**. Each Respondent shall be responsible for monitoring eMarketplace for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described in **Part I, Section I-25. RFP Protest Procedure**.

I-9. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to eMarketplace at <http://www.emarketplace.state.pa.us/Search.aspx>. It is the Respondent's responsibility to periodically check eMarketplace for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFP.

I-10. Small Diverse Business and Veteran Business Enterprise Participation. The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran-Owned Small Businesses) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. This Project has been selected by Bureau of Procurement ("BOP") to be a pilot of the new goal setting policy. The goals that have been established for this Project are set forth below:

Small Diverse Business Participation: 18%

Veteran Business Enterprise Participation: 3%

Further information can be found in **Part V, SMALL DIVERSE BUSINESS AND VETERAN BUSINESS PARTICIPATION INFORMATION**.

BDISBO is in the process of making changes to its SDB and VBE program, the Supplier Search database, PRISM, and the DGS SDB verifications to ensure there is clarity between the SDB and VBE designations and programs. Until those changes are complete, please review the following guidance to ensure the firms that are being used to meet the SDB and/or VBE participation goals meet the SDB and VBE requirements:

In order to be considered an SDB for purposes of meeting the SDB participation goal, a firm must be a **DGS-verified** minority business enterprise (MBE), woman business enterprise

(WBE), LGBT business enterprise (LGBTBE), Disability-owned business enterprise (DOBE), or Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) as of the bid or proposal due date and time. To be considered an SDB, the firm must be listed within the Supplier Search (www.dgs.internet.state.pa.us/suppliersearch) as being a valid SDB as of the proposal due date and time.

In order to be considered a VBE for purposes of meeting the VBE participation goal, a firm must be a **DGS-verified** Veteran Business Enterprise or Service-Disabled Veteran Business Enterprise as of the bid or proposal due date and time. To be considered a VBE, the firm must be listed within the Supplier Search (www.dgs.internet.state.pa.us/suppliersearch) as being a valid VBE as of the proposal due date and time. For VBEs, please disregard the DGS SDB verification certificate until the system updates have been completed by BDISBO.

For assistance in determining whether a firm meets these requirements, you may contact BDISBO at (717) 783-3119 or RA-BDISBOVerification@pa.gov.

I-11. Response Date. To be considered for selection, electronic proposal submissions as described in **Part I, Section I-12. Proposal Requirements** must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events.

Due to current circumstances surrounding COVID-19, the Issuing Office will **only** accept proposals via email, which should be addressed to the Issuing Officer at gzeh@pa.gov and delivered no later than 12:00 PM EDT on the close date listed in the Calendar of Events. The Issuing Office will reject any proposals which arrive after 12:00 PM EDT on the closing day of the RFP.

I-12. Proposal Requirements.

A. Proposal Submission: To be considered, Respondent should submit a complete response to this RFP to the Issuing Office, via email, as noted in **Section I-11. Response Date**. With the exception of **Appendix B. Cost Submittal Worksheet**, which must be submitted using the Microsoft Excel Workbook provided), all other elements of the proposal must be submitted in PDF format.

The response should be separated into the following components, contents of which are described in **Section I-12B. Proposal Format**:

1. **Part III Technical Submittal;**
2. **Part IV Cost Submittal; and**
3. **Part V Small Diverse Business (SDB) Participation Submittal** (which must include either the SDB Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both) **and the Veteran Business Enterprise (VBE) Participation Submittal** (which must include either the VBE Utilization Schedule, the Good Faith Efforts Documentation to Support Waiver Request, or both).

Due to size limitations prescribed by the Commonwealth IT Department, **no single email should exceed a size limit of 25MB**. The Respondent should submit as many emails as are necessary to deliver the full proposal.

The Subject Line for each email should reflect the following:

“Proposal for PHEIA 20-01, [*Respondent Name*], [*Component Name(s)*]”

If the full proposal email exceeds the 25MB limit, the Respondent must split it into multiple emails so that the limit is not exceeded and add **“Part # of #”** (for example: **“Part 1 of 2”**, **“Part 2 of 2”**, etc.) to the end of the Subject line for each email submitted.

The Respondent shall make no other distribution of its proposal to any other Respondent or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Respondent to its provisions must sign the proposal. The official must sign and scan the **Proposal Cover Sheet (Appendix A to this RFP)**, and then provide it in PDF format to the Issuing Office as described in **Section I-12B. Proposal Format**. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Respondent’s proposal for award, the contents of the Selected Respondent’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Respondent submitting a proposal specifically waives any right to withdraw or modify it, except that the Respondent may withdraw its proposal by electronic written notice received by the Issuing Officer at gzeh@pa.gov, prior to the exact hour and date specified for proposal receipt. A Respondent may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a clearly identified revised electronic submission via emails.

B. Proposal Format: Respondents must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Respondents should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business and Veteran Business Enterprise cost data should be kept separate from and not included in the Technical Submittal. Respondents should not reiterate technical information in the cost submittal. Each electronic proposal shall consist of the following **four (4)** separate electronic files:

1. Part III Technical Submittal including:

- a. Appendix A – Proposal Cover Sheet:** Completed and Signed;
- b. Part III Technical Submittal:** Completed
- c. Appendix C – Domestic Workforce Utilization Certification:** Completed and, signed;
- d. Appendix D, Iran Free Procurement Certification Form:** Completed and signed; and

- e. **Appendix E, Trade Secret/Confidential Proprietary Information Notice:** Completed and signed and any Respondent who determines it must divulge trade secrets or confidential proprietary information as part of its proposal must additionally submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- 2. **Part IV Cost Submittal:** Completed and signed; and
 - 3. **Part V SDB Participation Submittal:**
 - a. **Appendix F, Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) Participation Summary Sheet:** Completed and;
 - b. **Appendix G, form SDB-2 (which must include either the SDB Utilization Schedule (SDB-3 and SDB 3.1), the Good Faith Efforts Documentation to Support Waiver Request (SDB-5), or both) in response to RFP Part V;** and
 - 4. **Part V VBE Participation Submittal:**
 - a. **Appendix H, form VBE-2 (which must include either the VBE Utilization Schedule (VBE-3 and VBE-3.1, the Good Faith Efforts Documentation to Support Waiver Request (VBE-5), or both), in response to RFP Part V.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Respondent's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Respondent to perform the Project, and the Respondent shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the Issuing Office that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-13. Economy of Preparation.** Respondents should prepare proposals simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. The proposal should not be more than 30 pages, excluding appendices and resumes.
- I-14. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Respondents to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-15. Discussions for Clarification.** Respondents may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for

clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-16. Prime Contractor Responsibilities. The Selected Respondent must perform **at least 25%** of the total contract value. Nevertheless, the contract will require the Selected Respondent to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the Selected Respondent to be the sole point of contact with regard to all contractual matters.

I-17. Proposal Contents.

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Respondents' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Respondents should not label proposal submissions as confidential or proprietary or trade secret protected. Any Respondent who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Respondent copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix E** of the RFP for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part III of this RFP, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-18. Best and Final Offers (BAFO).

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Respondents for the purpose of obtaining "best and final offers." To obtain best and final

offers from Respondents, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised proposals;
3. Conduct an online auction; and
4. Enter into pre-selection negotiations.

B. The following Respondents will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Respondents which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Respondents which the Issuing Office has determined in accordance with **Part II, Section II-5** Respondent Responsibility from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Respondents whose score for their technical submittal of the proposal is less than 75% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Respondents which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part II, Section II-4 Evaluation Criteria**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any online auction shall have no effect upon the Respondent's Technical Submittal.

I-19. News Releases. Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-20. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Respondent's proposal. If the Issuing Office later discovers that the Respondent has engaged in any violations of this condition, the Issuing Office may reject the offending Respondent's proposal or rescind its contract award. Respondents must agree not to distribute any part of their proposals beyond the Issuing Office. A Respondent who shares information contained in its

proposal with other Commonwealth personnel and/or competing Respondent personnel may be disqualified.

I-21. Issuing Office Participation. Respondents shall provide all services, supplies, facilities, and other support necessary to complete the identified work, and will communicate with the Issuing Office through a contact identified once the Issuing Officer has issued a Notice to Proceed and the contract is effectuated.

I-22. Term of Contract. The term of the contract will commence on the Effective Date and will end 730 days thereafter (two (2) years). The Issuing Office will fix the Effective Date after the contract has been fully executed by the Selected Respondent and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Selected Respondent shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the Selected Respondent for any service or work performed or expenses incurred before the Effective Date of the contract.

I-23. Respondent's Representations and Authorizations. By submitting its proposal, each Respondent understands, represents, and acknowledges that:

- A. All of the Respondent's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Respondent has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Respondent or Potential Respondent.
- C. The Respondent has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is a Respondent or Potential Respondent for this RFP, and the Respondent shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Respondent makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Respondent, the Respondent, its affiliates, subsidiaries, officers, directors, and employees are not currently

under investigation by any governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Respondent has disclosed in its proposal.

- G.** To the best of the knowledge of the person signing the proposal for the Respondent and except as the Respondent has otherwise disclosed in its proposal, the Respondent has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Respondent that is owed to the Commonwealth.
- H.** The Respondent is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Respondent cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Respondent has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Respondent, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Respondent's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the Selected Respondent receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Respondent shall not begin to perform.
- L.** The Respondent is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

I-24. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Respondents in writing of the Respondent selected for contract negotiations after the Issuing Office has determined, taking into consideration all the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Respondents whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the Selected Respondent.

- I-25. Debriefing Conferences.** Upon notification of award, Respondents whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Respondent with

other Respondents, other than the position of the Respondent's proposal in relation to all other Respondent proposals. A Respondent's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-26 RFP Protest Procedure**).

I-26. RFP Protest Procedure. Any protest arising from the award or non-award of a Contract by the Issuing Office as a result of this RFP must be filed in writing with the Executive Director and follow the procedures set forth in Section 1711.1 of the procurement Code, 62 PA. CS. § 1711.1. A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Respondents may file a protest within **seven** days after the protesting Respondent knew or should have known of the facts giving rise to the protest, but in no event may a Respondent file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If a Respondent electronically accepts the RFP, the Respondent acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Respondent's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Issuing Office and Office of Administration, Office for Information Technology (OA-OIT). ITPs issued by the Office of Administration may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Respondent to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Respondent believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Respondent's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

I-29. Federal Regulatory or Issuing Office Technical Requirements.

The Affordable Care Act ("ACA") requires the Issuing Office to select an entity to operate an assister program which carries out the following duties:

- 1) Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the exchange;
- 2) Provide information and services in a fair, accurate, and impartial manner, which includes: assisting customers with their submission of eligibility applications;

clarifying the distinctions among health coverage options, including Qualified Health Plans (“QHPs”); educating customers on their eligibility for financial assistance, including Advance Premium Tax Credits (APTCs) and Cost Sharing Reductions (CSRs); and helping customers make informed decisions during the health coverage selection process. Such information must acknowledge other health programs including but not limited to Medical Assistance, Medicaid, and Children’s Health Insurance Program (“CHIP”);

- 3) Facilitate individual customer’s selection of a QHP;
- 4) Provide referrals to any applicable office of health insurance customer assistance or health insurance ombudsman established under section 2793 of the Public Health Service Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- 5) Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the exchange, including individuals with limited English proficiency, and ensure accessibility and usability of assister tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act;
- 6) Ensure that applicants –
 - i. Are informed, prior to receiving assistance, of the functions and responsibilities of assisters, including that assisters are not acting as tax advisers or attorneys when providing assistance as assisters and cannot provide tax or legal advice within their capacity as assisters; and
 - ii. Provide authorization in a form and manner as determined by the exchange prior to an assister’s obtaining access to an applicant's personally identifiable information, and that the assister maintains a record of the authorization provided in a form and manner as determined by the exchange. The exchange has established ten (10) years as the retention period for maintaining these records.
- 7) Provide targeted assistance to serve underserved or vulnerable populations, as identified by the exchange, within the Commonwealth.
- 8) The exchange will also require the Selected Respondent to provide information and assistance with all the following:
 - i. Helping customers understand the process of filing exchange eligibility appeals;

- ii. To the extent relevant under federal tax law, helping customers understand and apply for exemptions from the individual shared responsibility payment, understanding the availability of exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment that are claimed through the tax filing process and how to claim them, and understanding the availability of Internal Revenue Service (“IRS”) resources on this topic;
- iii. Helping customers with exchange-related components of the premium tax credit reconciliation process, and understanding the availability of IRS resources on this process;
- iv. Helping customers understand basic concepts and rights related to health coverage and how to use it; and
- v. Referring customers to licensed tax advisers, tax preparers, or other resources for assistance with tax preparation and tax advice related to consumer questions about the exchange application and enrollment process, premium tax credit reconciliations, and to the extent relevant under federal law, exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment.

The federal requirements for the assister program may be found in section 1331 of the ACA, 42 U.S.C. § 18031(i), and the implementing regulations at 45 C.F.R. §§155.205-155.215. The Selected Respondent will be expected to adhere to these and any other applicable federal or state requirements for the assister program.

The ACA also allows licensed insurance agents and brokers (referred to "producers" in Pennsylvania law, see 40 P.S. §§ 310.1 *et seq.*) to be assisters. See 42 U.S.C. § 18031(i)(2)(8). However, assisters may not "receive any consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any qualified individuals or employees of a qualified employer in a qualified health plan." 42 U.S.C. §18031(i)(4)(A)(ii). Therefore, if a producer chooses to be an assister, the producer may no longer be paid by insurers in connection with qualified health plan enrollment activities done pursuant to this RFP.

Assisters in the exchange will complement the services traditionally provided by licensed producers by facilitating the enrollment of non-traditional populations that typically do not purchase health insurance. These groups include people who are in underserved and vulnerable populations, including but not limited to those eligible for publicly funded health care (i.e., the CHIP and Medical Assistance (*see* 45 C.F.R. § 155.210(e)(8); *see* also 40 P.S. § 4404(b)), those individuals who do not have the means or ability to travel to a producer, those disproportionately without access to coverage, and those that are at a greater risk for poor health outcomes. Assister entities will serve an important role in educating and enrolling individuals and groups that typically will not enroll unless encouraged to do so.

I-30. Update to Terms & Conditions, Section V36. Contract-030.1 Americans with Disabilities Act (April 2010) is in the process of being amended to Provisions Concerning Americans with Disabilities Act (Oct. 2011); in the interim, please see the updated version of this clause which is included in this RFP as APPENDIX K, PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT (OCT. 2011).

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A. Be timely received from a Respondent (see **Part I, Section I-11. Response Date**);
 - B. Be properly signed by the Respondent (see **Part I, Section I-11A. Proposal Requirements/Proposal Submission**);
 - C. Contain an SDB Participation Submittal and additional required documentation, all completed in accordance with **Part V and the Instructions for Completing the SDB Participation Submittal and Utilization Schedule**; and
 - D. Contain a VBE Participation Submittal and additional required documentation, all completed in accordance with **Part V and the Instructions for Completing the VBE Participation Submittal and Utilization Schedule**.
- II-2. Technical Nonconforming Proposals.** The four (4) Mandatory Responsiveness Requirements set forth in **Section II-1 Mandatory Responsiveness Requirements** above (A-D) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Respondent's proposal, (2) allow the Respondent to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Respondent's proposal.
- II-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection for negotiation the responsible Respondent whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all the evaluation factors.
- The Commonwealth will not score the SDB and VBE Participation Submittals. Rather, Respondents must commit to meeting the SDB and VBE participation goals or make good faith efforts to meet the SDB and VBE participation goal as more fully explained in **Part V Small Diverse Business and Veteran Business Enterprise Participation Information**. Although the SDB and VBE Participation Submittals will not be scored, the Issuing Office, in conjunction with BDISBO when necessary, will evaluate the SDB Participation Submittal, the VBE Participation Submittal, and additional required documentation to determine whether they have been completed in accordance with **Part V** and in a manner that demonstrates the Respondent is responsive and responsible.
- II-4. Evaluation Criteria.** The following criteria will be used in evaluating each proposal:
- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **90%** of the total points. Evaluation will be based upon the following:

- Soundness of solution and approach
- Excellence of customer experience and overall solution usability
- Respondent and personnel qualifications
- Understanding the problem
- Ability to meet solution requirements both functional and technical
- Soundness of approach to implementation, maintenance and operations
- Respondent qualifications including relevant experience, capacity to implement, maintain and operate
- References
- Field-proven solution
- Comprehensive solution
- Ability to meet timelines
- Operations and solution that meets or exceeds industry best-practices services, technology, operations and quality.

The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **10%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Respondents who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. All Respondents must complete and return **Appendix C, Domestic Work Force Utilization Certification** which is attached hereto and

made part of this RFP. The completed and signed Domestic Work Force Utilization Certification Form must be submitted as part of the Technical Submittal.

See the following webpage for the Domestic Workforce Utilization Formula:

https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

- D. Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Respondent must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All Respondents must complete **Appendix D, Iran Free Procurement Certification Form**, which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

<https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/default.aspx>

- II-5. Respondent Responsibility.** To be responsible, a Respondent must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for a Respondent to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A.** The total score for the technical submittal of the Respondent’s proposal must be greater than or equal to 75% of the **available technical points**; and
- B.** The Respondent’s financial information must demonstrate that the Respondent possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Respondent’s previous three financial statements, any additional information received from the Respondent, and any other publicly available financial information concerning the Respondent and assess each Respondent’s financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

A Respondent who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Respondent providing contract performance security for the first contract year cost proposed by the Respondent in a form acceptable to the Issuing Office. Based on the financial condition of the Respondent, the Issuing Office may require a certified or bank (cashier’s)

check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Respondent. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Respondent and cannot increase the Respondent's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to a Respondent determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

II-6. Final Ranking and Award.

- A.** After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B.** The Issuing Office will rank responsible Respondents according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the Respondent with the highest overall score.
- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART III

TECHNICAL SUBMITTAL

III-1. Statement of the Project. State in succinct terms your understanding of the project presented, or the service required by this RFP.

Respondent Response

III-2. Qualifications.

A. Firm Overview/Experience - Provide information regarding the firm, including prior relevant experience in executing an assister program. Responses should include the following:

1. Prior relevant experience in executing an assister program. Include any services related to communicating with, educating, and facilitating enrollment of qualified individuals in QHPs and publicly funded health care through multiple enrollment methods facilitated through the exchange.
2. In order to comply with federal requirements, the following entities are eligible to be an assister pursuant to this procurement (*see* 42 U.S.C. §18031(i)(2)(B); 45 C.F.R. § 155.210(c)(2)):
 - a. Community and consumer-focused nonprofit groups;
 - b. Trade, industry and professional associations;
 - c. Commercial fishing industry organizations, ranching and farming organizations;
 - d. Chambers of commerce;
 - e. Unions;
 - f. Resource partners of the Small Business Administration;
 - g. Licensed producers; or
 - h. Other public or private entities or individuals that may include but are not limited to Native American tribes, tribal organizations, urban Native American organizations, and Commonwealth or local human service agencies.

Respondent must submit sufficient evidence to demonstrate that it complies with at least one of the above federal requirements.

3. The following entities are disqualified from providing services as an assister pursuant to federal requirements (*see* 45 C.F.R. § 155.210(d)):
 - a. A health insurance issuer or issuer of stop loss insurance;
 - b. A subsidiary (including a provider organization) of a health insurance issuer or issuer of stop loss insurance;
 - c. An association that includes members of, or lobbies on behalf of, the insurance industry;
 - d. An entity or individual that receives any consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or a non-QHP.

Respondent must affirm in its submission that it is not disqualified from serving as an assister organization pursuant to any one of these federal requirements.

4. Respondent must affirm that it will not:
 - a. Charge any applicant or enrollee, or request or receive any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to assister duties;
 - b. Provide to an applicant or potential enrollee gifts of any value as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter. For purposes of this restriction, the term gifts includes gift items, gift cards, cash cards, cash, and promotional items that market or promote the products or services of a third party, but does not include the reimbursement of legitimate expenses incurred by a consumer in an effort to receive Exchange application assistance, such as travel or postage expenses;
 - c. Use exchange funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee;
 - d. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a pre-existing relationship with the individual assister or assister entity and other applicable State and Federal laws are otherwise complied with. Outreach and education

activities **may be** conducted by going door-to-door or through other unsolicited means of direct contact, including calling a customer; or

- e. Initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual assister or assister entity has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with.

5. Respondents should:

- a. Demonstrate that it has existing relationships, or could readily establish relationships, with customers (including uninsured and underinsured customers), or self-employed individuals likely to be eligible for enrollment in a QHP.
- b. Demonstrate willingness to meet the standards prescribed by the Issuing Office, including engaging in training seminars on the Issuing Office's new technology platform, maintaining a telephonic hotline to allow customers to seek education on various aspects of health insurance coverage, including enrollment, and holding enrollment events all across the Commonwealth pursuant to prescribed standards set forth in **Section III-5. Work Plan**.
- c. Certify that the Respondent has or will have, prior to the commencement of assister operations, a valid registration under Pennsylvania law as an assister or assister entity, or employees or associated volunteers with valid registrations under Pennsylvania law as assisters (*see* 40 P.S. § 4403).
- d. Certify that the Respondent, its staff, and any of its subcontractors will comply with Pennsylvania law regulating an assister's scope of activity (*see* 40 P.S. § 4404).
- e. Certify that the Respondent, its staff, and any of its subcontractors will not have a conflict of interest during its term as an assister entity (*see* 45 C.F.R. §155.215(a)), and if a conflict of interest occurs (including receipt of payment or other consideration from a health insurance issuer in connection with enrollment of individuals or groups), Respondent will notify the Issuing Office immediately and may be required to pay back funds received pursuant to this RFP to the Commonwealth via the Issuing Office.
- f. Certify that the Respondent, its staff, and potentially selected subcontractors will not charge an applicant or enrollee, or request or receive any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to assister duties. Assisters may not provide to an applicant or potential enrollee a gift of any value as an inducement for enrollment.

- g. Demonstrate how Respondent will implement processes that comply with the privacy and security standards adopted by the Issuing Office as required in accordance with 45 CFR § 155.260.
- h. Demonstrate how the Respondent's business model, service area, print, digital, social media, and clientele will be leveraged to support the assister mission and show how funds received under this RFP will support the assister mission and ancillary functions of the entity.

Respondent Response

B. **Personnel** – Respondent should identify designated personnel for the following categories. For each category, please identify the individual name(s) of who will be key personnel, meaning they will be retained for the duration of the contract (there must be at least one for each category below). Include years and type of experience for each person.

- 1. Individual(s) responsible for administering assister program;
- 2. Individual(s) responsible for overseeing call handling functions, if applicable; and
- 3. Individual(s) responsible for coordinating enrollment events.

Respondents should include a description of prior experience in communicating with, educating, and facilitating enrollment of qualified individuals and employers in QHPs and publicly funded health care through multiple enrollment methods facilitated through an exchange. Experience shown should be work done by individuals who will be assigned to this project as well as that of your firm. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Respondent Response

C. **Subcontractors:** Respondent will be the primary entity accountable for all tasks prescribed in this RFP; however, the Issuing Office is strongly encouraging the use of subcontracting to achieve the tasks listed below in various locations across the Commonwealth. If Respondent will be subcontracting with other entities, please provide a proposed subcontracting plan for all subcontractors, including but not limited to Small Diverse Business and Veterans Business Enterprise subcontractors, who could assist with reaching specialized uninsured populations. The subcontracting plan should detail what areas Respondent will subcontract to be able to meet the requirements of this RFP and how it plans to secure the necessary subcontractors. The Selected Respondent is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. For each

subcontractor secured prior to submission of Respondent's proposal, please include as part of your subcontracting plan the following information:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Description of services to be performed; and
5. Staff Resumes (if appropriate and available).

Respondent Response

III-3. Training. Describe the Respondent's approach to training personnel on how to adequately provide the services procured through this RFP. Respondent should include, if applicable, the curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Respondent Response

III-4. Financial Capability. Respondent must describe its financial stability and economic capability to perform the contract requirements. Provide your firm's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the firm's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your firm is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate a Respondent's financial capability.

Respondent Response

III-5. Work Plan. Respondent must describe in narrative form its technical plan for accomplishing the work using the task descriptions as a reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the resources and level of effort allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, Respondent must comment on why it chose this approach.

A. Tasks:

1. Timeline – Respondent must attest to its ability to meet the following proposed timeline for the first contract year open enrollment period. The Issuing Office

further reserves the right to amend this timeline as necessary throughout the course of the contract year. The Issuing Office desires to commence the project as soon as possible and must have an assister Program in place by August 2020.

- a. Respondent must have all subcontractor agreements in place and the appropriate number of assisters hired to complete required activities in this RFP by end of August 2020;
 - b. Respondent must complete the appropriate steps, as instructed by the Issuing Office, to create its account in the exchange system by end of September 2020;
 - c. All assisters and subcontractors of the Respondent must complete the appropriate steps, as instructed by the Issuing Office, to create their accounts and enter their profile information by end of September 2020;
 - d. Respondent must receive approval from the Issuing Office on training materials to be utilized for all assisters (both Navigators and Certified Application Counselors “CACs”) and Certified Application Counselor Designated Organizations (“CDOs”) operating in Pennsylvania by end of September 2020;
 - e. Respondent must make trainings available to all assisters (both Navigators and CACs) and CDOs operating in Pennsylvania by the beginning of October 2020;
 - f. Respondent, its staff and subcontractors must launch an open enrollment campaign providing outreach and education to customers by mid-October 2020;
 - g. Respondent, its staff and subcontractors must complete system training as directed by the Issuing Office by end of October 2020;
 - h. Respondent, its staff and subcontractors must conduct outreach and education efforts as described in the ‘Program Requirements’ section below through the open enrollment period, as defined annually by the Issuing Office; and
 - i. Respondent must engage in required reporting during open enrollment and thereafter, including special enrollment periods (“SEPs”) (*see* 45 CFR § 155.20) as described in **Part III, Section III-7. Reports and Project Controls**.
2. Program requirements – Respondent must confirm and describe how it will be able to meet the following program requirements:

- a. Customer Education and Outreach - Respondent will be responsible for conducting outreach, providing education, and facilitating enrollment for members of vulnerable and underserved populations that are currently uninsured or underinsured and will present to those populations the options available under the ACA. This proposal for education and outreach must meet the following guidelines:
 - i. Include information regarding the ACA as it relates to the exchange including but not limited to:
 - (1) Program Eligibility - Rules to purchase subsidized insurance through the exchange and eligibility for Medical Assistance, CHIP, Medicare or other programs;
 - (2) Methods of Purchase - Different means available to purchase and enroll in a QHP;
 - (3) Reasons to purchase - Education on the benefits of health insurance and what health insurance provides for individuals;
 - (4) Coverage for Substance Use Disorder (“SUD”) and Opioid Use Disorder (“OUD”) - emphasis on access to health care services and treatment for those inflicted with SUD and OUD, including coverages protected in federal and state minimum coverage and mental health parity laws;
 - (5) Definitions of Health Insurance Terms - For example, aiding the consumer to understand the difference between a premium, deductible and co-insurance;
 - (6) Dispute Resolution - Providing information to the customer regarding avenues to resolve disputes with their health plan, including directing them to the Pennsylvania Insurance Department (“PID”) (see 45 C.F.R. § 155.210(e)(4)).
 - ii. Respondent must describe how it will conduct outreach and education targeting harder to reach, historically uninsured demographics, throughout the year, not just during the annual open enrollment period.
 - (1) Outreach and education campaigns shall be required to be proposed and implemented and may take various forms, including but not limited to:
 - a) Group Outreach Opportunities - Outreach to customers in group settings, focusing on broad topics related to health insurance and coverage options;

- b) Comprehensive Community Outreach - Channels and venues in which outreach and education activities will be delivered include where the populations live, work, go to school, play and shop;
 - c) Online Outreach – Leverage online channels and social media to support reaching targeted populations; and
 - d) Individual Outreach – Outreach to customers in individual settings, either through in-person one-on-one sessions, or virtually. Sessions should focus on broad topics related to health insurance and coverage options.
- iii. Respondent must propose an outreach plan specific to explaining the 2021 plan year transition of the exchange from a State-Based Exchange on the Federal Platform to a State-Based Exchange to customers and entities in the Commonwealth;
- b. Telephone Hotline Capabilities – Respondent will be responsible for maintaining a toll-free telephone hotline compliant with federal requirements staffed with knowledgeable personnel to allow customers to seek education on various aspects of health insurance coverage, including enrollment.
 - i. Information must be provided to applicants and enrollees in plain language and in a manner that is accessible and timely to:
 - (1) Individuals living with disabilities including accessible web sites and the provision of auxiliary aids and services at no cost to the individual in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
 - (2) Individuals who are limited English proficient through the provision of language services at no cost to the individual, including oral interpretation.
 - ii. Individuals must be informed of the availability of the services described above and how to access such services;
 - iii. Respondent, its staff, and potentially selected subcontractors must have the capacity to receive voicemails, emails, faxes, and paper mail;
 - iv. Respondent, its staff, and potentially selected subcontractors must return voicemails within one business day of receipt;
 - v. Respondent, its staff, and potentially selected subcontractors must respond to any electronic correspondence within two business days of receipt;

- vi. Respondent, its staff, and potentially selected subcontractors must respond to any faxed correspondence received within two business days of receipt; and
- vii. Respondent, its staff, and potentially selected subcontractors must date stamp paper mail upon receipt and respond within five business days of receipt.

NOTE: Respondent will need to report on its compliance with the timeframes for above **Sections iii-vi** in reports described in **Section III-7**.

- c. Online Capabilities – Respondent must have certain online capabilities including, but not limited to:
 - i. Computers and internet access for assisters, including when assisters are on location at enrollment events and other external venues;
 - ii. Online scheduling capabilities for customers seeking one-on-one assistance;
 - iii. Social media capabilities, including a presence on social media and the ability to receive and send direct messages; and
 - iv. Email capabilities, including the ability to receive and send electronic mail.
- d. Enrollment Events:
 - i. **Open Enrollment Period** - During the open enrollment period, defined annually by the Issuing Office, the Selected Respondent must conduct an outreach and education campaign consisting of enrollment events statewide. Currently, the Issuing Office is not mandating a specific number of events; however, as more data become available, the Issuing Office reserves the right to alter the number of and the way in which enrollment events are handled by the Selected Respondent.
 - ii. Respondent will be responsible for bringing all necessary equipment to enrollment events, including but not limited to laptops, scanners, printers, and check-in sheets. Respondent must propose a strategic written approach for how it will conduct this enrollment campaign, and should incorporate, to the greatest extent possible, the following data elements:
 - (1) County name(s) where enrollment events might be held;
 - (2) Recommended type of location for enrollment event within the county (e.g. library, church, school, community center);

- (3) Justification(s) for the venue selected;
 - (4) Plan for publicizing event(s);
 - (5) Approximate number of certified assisters available at the event(s);
 - (6) Approximate timeline for hosting event(s); and
 - (7) How the Respondent's organization, staff, and proposed subcontractors would target the uninsured and especially vulnerable populations. Please indicate if subcontractors will be utilized and in what capacity.
- iii. **Outside of open enrollment period** - During the time in which open enrollment is not occurring, as defined by the Issuing Office, the Selected Respondent must have at least **two events in each rating area**, as designated by PID and reflected in **Appendix J Pennsylvania Insurance Department Rating Areas** with no two events occurring in contiguous counties unless otherwise pre-approved by the Issuing Office. As more data become available, the Issuing Office reserves the right to alter the number of and the way in which events outside of open enrollment are handled by the Selected Respondent.
- iv. Respondent will be responsible for bringing all necessary equipment to events, including but not limited to laptops, scanners, printers, and check-in sheets. Respondent must propose a strategic written approach for how it will conduct this events campaign, and should incorporate, to the greatest extent possible, the following data elements:
- (1) Rating area name(s);
 - (2) Recommended type of location for event(s) within the county (e.g. library, church, school, community center);
 - (3) Justification(s) for the venue selected;
 - (4) Plan for publicizing event(s);
 - (5) Approximate number of certified assisters available at the event(s);
 - (6) Approximate timeline for hosting event(s); and
 - (7) How the Respondent's organization, staff, and proposed subcontractors would target the uninsured and especially vulnerable populations and evaluate individuals' eligibility for SEPs as triggered

by Qualifying Life Events (“QLEs”) (*see* 45 CFR § 155.420). Please indicate if subcontractors will be utilized and in what capacity.

- e. Awareness of Cultural Diversity - All activities must be conducted and information provided in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Issuing Office, including individuals with limited English proficiency and other groups, and ensure accessibility and usability of assister tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act; (*see* 45 C.F.R. § 155.210(e)(5)).
 - i. Respondent must provide a list of all languages that it can accommodate:
 - (1) In-person;
 - (2) On phone calls;
 - (3) Through emails;
 - (4) On faxed or paper mail correspondence received;
 - (5) Through social media messaging; and
 - (6) At enrollment events.

Respondent Response

III-6. Additional Requirements. In addition to the requirements listed above, Respondent must:

- A. Certify that its organization, staff, and proposed subcontractors operating under its jurisdiction will comply with system training requirements administered by the Issuing Office or an identified delegate;
- B. Certify that it will create assister training materials for approval by the Issuing Office. The Issuing Office will assist in providing examples of assister trainings from other federal and state sources; however, it will be incumbent upon the Respondent to create the final training materials;
- C. Certify that it will administer and/or make available the assister training, as approved by the Issuing Office, to all assisters and CDOs operating in PA in accordance with the timeframe described in **Section III-5(A)**. The plan for how Respondent will administer training must be approved by the Issuing Office before it is made operational and must be made available throughout the year to any assister or CDO seeking registration. Upon completion of training, Respondent must provide each

individual and entity a “certificate of completion” to be presented to PID during an assister registration application;

- D. Certify that its organization, staff, and proposed subcontractors operating under its jurisdiction will take the necessary steps, as identified by the Issuing Office or an identified delegate, in the technology platform to become certified before assisting any customers; and
- E. Track the unique identification numbers for all assisters, CDOs, and CACs operating under its jurisdiction. These numbers are provided by PID during the registration process. Respondent will also be responsible for tracking contact details for all assisters operating under its jurisdiction and tracking contact details for as many CDOs and CACs operating in the Commonwealth as possible on behalf of the Issuing Office. Respondent must:
 - 1. Describe how it will track these identification numbers;
 - 2. Describe how it will serve as a central point of communication between the Issuing Office and the CDOs throughout the Commonwealth; and
 - 3. Describe its ability to direct any assisters, CDOs, or CACs to PID with questions.

Respondent Response

- F. Emergency Preparedness.
 - 1. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. In its response, Respondent should explicitly reference its contingency plan in the event that COVID-19, or a similar type of illness, were to occur later this year. Respondent must:
 - a. Describe how it will anticipate such a crisis will impact its operations.
 - b. Describe its emergency response continuity of operations plan. Please attach a copy of this plan, or at a minimum, summarize how this plan addresses the following aspects of pandemic preparedness:
 - i. Employee training (describe your firm’s training plan, and how frequently this plan will be shared with employees)
 - ii. Identified essential business functions and key employees (within your organization) necessary to carry them out

- iii. Contingency plans for:
 - (1) How your firm will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - (2) How employees in your firm will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- iv. How your firm will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- v. How and when your firm's emergency plan will be tested, and if the plan will be tested by a third-party.

Respondent Response

III-7. Reports and Project Control. Reports will be required to be provided to the Issuing Office covering activities, problems and recommendations of the Respondent regarding the implementation of the required services, prior to and after implementation of the provision of services outlined in this RFP. Data required in these reports must be made available to the Issuing Office in an electronic format. Reports should be aligned with the work plan the Respondent developed in its response, as amended or approved by the Issuing Office. Respondent should also include recommendations for any additional reports it could provide to the Issuing Office in order to facilitate in the successful achievement of the exchange's strategic goals referenced in **Part I, Section I-3. Overview of Project.**

A. Recurring Reports

1. Compliance Reports

- a. Content:
 - i. Respondent must be able to provide reporting to the Issuing Office on the administration of and services rendered by the assister program, and the persons served by the assister program, as needed to comply with reporting requirements pursuant to federal or state law;
 - ii. Respondent must be able to provide reporting to the Issuing Office, upon request, to demonstrate its compliance with the response time service level agreements ("SLAs") described in **Part III, Section III-5(A)(2)(b)** -- displayed below for ease of reference:

- (1) Respondent, its staff, and potentially selected subcontractors must return voicemails within **one** business day of receipt;
 - (2) Respondent, its staff, and potentially selected subcontractors must respond to any electronic correspondence within **two** business days of receipt;
 - (3) Respondent, its staff, and potentially selected subcontractors must respond to any faxed correspondence received within **two** business days of receipt; and
 - (4) Respondent, its staff, and potentially selected subcontractors must date stamp paper mail upon receipt and respond within **five** business days of receipt.
- iii. Respondent must be able to demonstrate to the Issuing Office its compliance with the required number of enrollment events which need to be held outside of open enrollment as described in **Part III, Section III-5(A)(2)(d)** of this RFP.

2. Outreach Report

a. Content:

- i. The number of outreach and enrollment events by county name; location of enrollment event held; the data-driven justification for enrollment venue; the number of certified assisters present at each event; the date each event was held; a description of each event; the number of customers in attendance at the event; and the number of enrollments completed;
- ii. The number of customers served through each of the outreach efforts (including, at a minimum, the telephone hotline, group outreach, community outreach, online outreach, and individual outreach);
- iii. Trends in customers' questions and referrals made pertaining to:
 - (1) Agents/Brokers;
 - (2) Filing marketplace exemptions;
 - (3) Issuers;
 - (4) Marketplace tax forms (1095-A, 8962);
 - (5) OUD/SUD assistance;

- (6) Other assistance/health insurance programs; and
 - (7) PA Department of Insurance.
 - iv. Observed trends in customer traffic during events in different counties; and
 - v. Other data as deemed necessary to report by the Issuing Office.
 - vi. Outreach activities including, but not limited to:
 - (1) Number of events; and
 - (2) Number of marketing and promotional activities.
 - b. Frequency:
 - i. During OEP – weekly
 - ii. Outside of OEP – biweekly
3. Program Administration Report
- a. Content:
 - i. List of all assisters, whether they are staff of the Respondent or the name of their subcontractor organization, geographic location they service (county and rating area), whether they are active or inactive;
 - ii. Number of trainings completed, type of training (e.g. initial training, subject-specific training, refresher training), training delivery mechanism (e.g. online, in-person), list of assisters attending each training;
 - iii. Number of PA Insurance Department registrations completed; and
 - iv. Other data as deemed necessary to report by the Issuing Office.
 - b. Frequency:
 - i. During OEP – monthly
 - ii. Outside of OEP – monthly
4. Incident Report
- a. Content:

- i. “Breach of protocol” incidents including but not limited to:
 - (1) Conflict of interest violations;
 - (2) Privacy breaches;
 - (3) Public Health Information breaches; and
 - (4) Security breaches.
 - b. Frequency:
 - i. As incidents occur
5. Recommendations for Program Improvements Report
- a. Content:
 - i. As determined by Respondent.
 - b. Frequency:
 - i. An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each and include Respondent recommendations with supporting rationale.

Respondent Response

B. Final Report.

- 1. Content:
 - a. Program improvements and highlights regarding:
 - i. The exchange system;
 - ii. The Issuing Office’s open enrollment campaign;
 - iii. Marketing and communications to customers; and
 - iv. Enrollment events:
 - (1) Held by Respondent

(2) Held by Issuing Office

b. Other data as deemed necessary to report by the Issuing Office.

2. Frequency:

a. Annually at a time determined by the Issuing Office

Respondent Response

III-8. Objections and Additions to Standard Contract Terms and Conditions. The Respondent will identify which, if any sections, of the **Contract Terms and Conditions** document which accompanies this RFP it would like to negotiate and what additional terms and conditions the Respondent would like to add to the standard **Contract Terms and Conditions** document. The Respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Respondent shall not request changes to the other provisions of the RFP, nor shall the Respondent request to completely substitute its own terms and conditions for the **Contract Terms and Conditions** which accompany this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Respondent's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Respondent must submit its proposal, including the cost proposal, on the basis of the **Contract Terms and Conditions** document which accompanies this RFP. The Issuing Office will reject any proposal that is conditioned on the negotiation of the **Contract Terms and Conditions** document which accompanies this RFP **or to other provisions of the RFP as specifically identified above.**

Respondent Response

PART IV
COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this **Part IV** shall constitute the Cost Submittal. The **Appendix B - Cost Submittal Worksheet** shall be submitted electronically in accordance with **Part I, Section I-12A**. The total proposed cost should be broken down into the components set forth in **Appendix B – Cost Submittal Worksheet**. The percentage of commitments to Small Diverse Businesses and Veteran Business Enterprises should not be stated in the Cost Submittal. Respondents should **not** include any assumptions in their cost submittals. If the Respondent includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Respondents should direct in writing to the Issuing Office pursuant to **Part I, Section I-8 Questions & Answers** of this RFP any questions about whether a cost or other component is included or applies. All Respondents will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the Selected Respondent for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a Notice to Proceed. It is at this point that the contract is considered effectuated.

The Issuing Office is a Pennsylvania state-affiliated entity whose operations are funded entirely from fee-based revenue, assessed for the 2021 Plan Year at the rate of 3.0% of on-exchange premiums. This rate was established by the Issuing Office’s originating statute and is not expected to increase over the course of this project’s timeline. For the 2020 plan year, the Issuing Office will receive 0.5% of on-exchange premiums in a remittance from the federal government to fund transition costs. No additional funding streams, such as grant awards or Pennsylvania General Fund Appropriations, are available to fund this project. The Issuing Office’s revenue stream will begin in earnest in the 2021 plan year, when the entire 3.0% on-exchange premium user fee will be collected by the Issuing Office.

The **Cost Submittal Worksheet (Appendix B)** is to be completed by the Respondent and should include all costs necessary to complete the requirements codified in this RFP. This cost proposal should **not exceed \$950,000 annually**. The Issuing Office notes that during the course of the first twelve months of this contract, as well as each subsequent year thereafter, additional money may become available to permit Selected Respondent to conduct additional, targeted outreach to individuals in communities impacted by the Opioid-Use Disorder (“OUD”)/Substance-Use Disorder (“SUD”) crisis. Should this funding become available, Selected Respondent agrees to provide Issuing Office a change proposal indicating how it will increase its targeting efforts to these select groups/communities, along with a cost proposal identifying how those additional funds would be spent following the existing Cost Submittal Worksheet format, that, if accepted by the Issuing Office, will become part of this contract.

IV-2. Billing and Payment: Additionally, by submitting these costs, the Respondent understands and acknowledges that payments for services will be made as follows:

1. Selected Respondent shall submit an invoice reflecting the line items presented on the Fully Executed Purchase Order (“PO”) and Cost Submittal Worksheet (Appendix B) as approved by the Issuing Office, to the address listed on the PO - on a monthly basis for services rendered in the prior month. Selected Respondent must submit supporting documentation to the Issuing Office in a form and manner prescribed by the Issuing Office, demonstrating how the total amount invoiced was derived for the respective month. Upon approval by the Issuing Office, the invoice will be paid according to the timeframes set forth below. Selected Respondent’s cost submittal should indicate its estimated expenditures for each month of the contract. Although Selected Respondent can apportion costs to different periods of the contract period, the Issuing Office will not pay more than the total value of the contract for the contract year. Therefore, if Selected Respondent does not adequately apportion funds throughout the entirety of the contract, the Selected Respondent will still be expected to complete all agreed upon tasks in this RFP to satisfaction, with no compensation above and beyond the agreed upon total value of the contract.
2. Once the contract is in place between the Issuing Office and the Selected Respondent, the Selected Respondent should begin completing required services as prescribed in the contract and then in the following month, the Selected Respondent may begin submitting invoices with supporting documentation for the cost items reflected in **Appendix B, Cost Submittal Worksheet**, as approved by the Issuing Office. It is important to note that for the first invoice received by the Issuing Office, there will be a **60 day** period granted to the Issuing Office to pay for services rendered, and then for subsequent months, the Issuing Office will pay all invoices received within **30 days** of receipt, barring any exceptional circumstances. This payment process will commence at the point when an effectuated contract is in place and will occur for all expenses listed in the **Appendix B, Cost Submittal Worksheet**.
3. Optional contract years will also be invoiced on a monthly basis for services rendered during the respective contract year. These optional contract year costs may not exceed the submitted costs reflected in **Appendix B, Cost Submittal Worksheet**, as approved by the Issuing Office.

IV-3. Incentive Program: The Issuing Office is including an Incentive Program in this Contract which will consist of two elements:

1. **Qualified Health Plans (“QHP”) Incentive Program Element:**
 - a. Will be in place beginning on January 1, 2021.
 - b. Will be paid based on the monthly quantity of active policies from effectuated enrollments (policy must be “active” at the end of that month and must be associated with one of the Selected Respondent's contracted assisters in the GetInsured (“GI”) system).

- c. Will be paid for the number of eligible active policies, which are those that exceed a minimum monthly threshold of 6,000 active, effectuated enrollments. (See comment above.)
- d. Will be paid \$4.58 per eligible active policy not to exceed a maximum value of \$200,000 for each contract year.
- e. Will be paid annually within 30 days of the end of each contract year.

2. Medicaid Incentive Program Element:

- a. Will be in place beginning on January 1, 2021. (Determinations made prior to that time will not be eligible for inclusion in the program.)
- b. Will be paid on the first 2,500 successful Medicaid Determinations each month beginning January 2021 (the Issuing Office deems a “successful Medicaid Determination” as one which has an Account Transfer (“AT”) associated with one of the Selected Respondent's contracted assisters back from the Department of Human Services reflected in the GI System) per month.
- c. Will be paid \$2.50 per each successful Medicaid Determination up to a quantity of 2,400 per month not to exceed a maximum incentive budget of \$50,000 for each contract year.
- d. Will be paid annually using statistics generated from GI System reports within 30 days of the end of each Contract Year.

The Issuing Office reserves the right to make adjustments to the Incentive Program throughout the term of the Contract as deemed necessary. Adjustments may include changes to transaction goals, transaction thresholds, dollar values, etc. The Issuing Office may suspend or terminate the Incentive Program with or without cause at its discretion.

PART V

SMALL DIVERSE BUSINESS AND VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

- V-1. SDB and VBE Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal and a VBE Participation Goal for this RFP which are listed on the **SDB and VBE Participation Summary Sheet, Appendix F and in the Part I General Information Section I-10, SDB and VBE Participation.** The SDB and VBE Participation Goals were calculated based upon the market availability of SDBs and VBEs for work scopes identified for this solicitation.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Respondents now must agree to meet the SDB and VBE Participation Goals in full or demonstrate they have made Good Faith Efforts to meet the Goals.

- V-2. Small Diverse Business (SDB) Participation Submittal, Appendix G.** The SDB Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and SDB Utilization Schedule and shall be submitted electronically in accordance with **Part 1, Section I-11A.**
- V-3. Veteran Business Enterprise (VBE) Participation Submittal, Appendix H.** The VBE Participation Submittal and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and VBE Utilization Schedule and shall be submitted electronically in accordance with **Part 1, Section I-11A.**

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB or VBE Status or entitle a Respondent to receive credit towards the SDB or VBE participation goals.

- V-3. Contract Requirements—SDB and VBE Participation.**

- A. SDB and VBE Participation Documents. All documents completed and submitted by the Selected Respondent in connection with its SDB Participation Submittal (including the SDB Participation Submittal, SDB Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) and its VBE Participation Submittal (including the VBE Participation Submittal, VBE Utilization Schedule, and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- B. Required contract terms. All contracts containing SDB and/or VBE participation

must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each SDB participation commitment and each VBE participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments and VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the Selected Respondent upon execution of its contract with the Commonwealth.
 - B. For purposes of monitoring compliance with the Selected Respondent's SDB participation commitments and VBE participation commitments, the contract cost is the total amount paid to the Selected Respondent throughout the initial contract term and all renewal option terms.
 - C. The Selected Respondent cannot alter its overall SDB or VBE commitments or commitments made to individual SDB or VBE subcontractors without written approval from the Issuing Officer and BDISBO.
 - D. Both the overall percentage of SDB and VBE commitments, and individual SDB and VBE commitments must be maintained in the event the contract is assigned to another prime contractor.
- C. Subcontract requirements.
- 1. The Selected Respondent and each SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the Selected Respondent and the SDB or VBE within 30 calendar days of the final execution date of the Commonwealth contract. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available as **Appendix I**.
 - 2. In addition to any requirements in the Respondent's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB or VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The fixed percentage commitment and/or associated estimated dollar value that each SDB or VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;

- c. Payment terms indicating that the SDB or VBE will be paid for work satisfactorily completed within 14 calendar days of the Selected Respondent's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the Selected Respondent's contract with the Commonwealth and that do not place disproportionate risk on the SDB or VBE relative to the nature and level of the SDB's or VBE's participation in the contract; and
 - e. The requirement that the SDB or VBE submit to BDISBO utilization reports.
3. If a subcontract agreement is required by the solicitation document and the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the Selected Respondent's SDB Participation Submittal, VBE Participation Submittal, or associated documents (SDB Utilization Schedule, VBE Utilization Schedule, and Letters of Commitment), the information listed in the SDB Participation Submittal, VBE Participation Submittal, or associated documents is incorporated into the subcontract agreement. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the Selected Respondent's SDB Participation Submittal or VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the Selected Respondent's SDB Participation Submittal, VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
 4. If the Selected Respondent and a SDB listed on the SDB Utilization Schedule or VBE listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the Selected Respondent must provide written notification to the issuing Agency and BDISBO.
 5. The prime contractor must provide a copy of any required subcontract with an SDB or VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB or VBE subcontractor and any unpaid invoices over 30 calendar days old received from an SDB or VBE subcontractor, and the

reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB or VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating “No activity”. A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.

2. The prime contractor must include in its agreements with its SDB and VBE subcontractors a requirement that the SDB and VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
 - a. Payments received from the prime contractor within the time frame covered by the report, and
 - b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with SDB and/or VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments or VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with SDB and VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, termination of the contract; revocation of the prime contractor’s SB, SDB, and/or VBE status; and/or any actions under the Commonwealth’s Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.