

REQUEST FOR PROPOSALS FOR

Exchange Assister Services 2025

ISSUING OFFICE

Pennsylvania Health Insurance Exchange Authority DBA Pennie®

PHIEA 23-21

DATE OF ISSUANCE

May 14, 2024

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" or "Small Business Contracting 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.

**REQUEST FOR PROPOSALS FOR
PHIEA 23-21 Exchange Assister Services 2025**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to Gwen Zeh at RA-PWPENNIEProcuremt@pa.gov . Most questions should be responded to within 2 to 3 business days of receipt.	Potential Offerors	Monday June 12, 2024 1:00 PM EDT
Pre-proposal Conference – Teams Meeting/Conference Call. Please submit a completed registration form (APPENDIX H) to Gwen Zeh at RA-PWPENNIEProcuremt@pa.gov by 1:00 PM on Friday, May 17, 2024	Issuing Officer/ Potential Offerors	Monday, May 20, 2024 1:00 PM - 2:00 PM EDT
Final answers to Potential Offeror questions posted to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx no later than this date.	Issuing Officer	Tuesday, June 18, 2024 1:00 PM EDT
Please monitor eMarketplace website (above) for all communications regarding the RFP.	Potential Offerors	
Emailed proposals must be received* by Gwen Zeh at the email address: RA-PWPENNIEProcuremt@pa.gov .	Offerors	Thursday, June 27, 2024 1:00 PM EDT

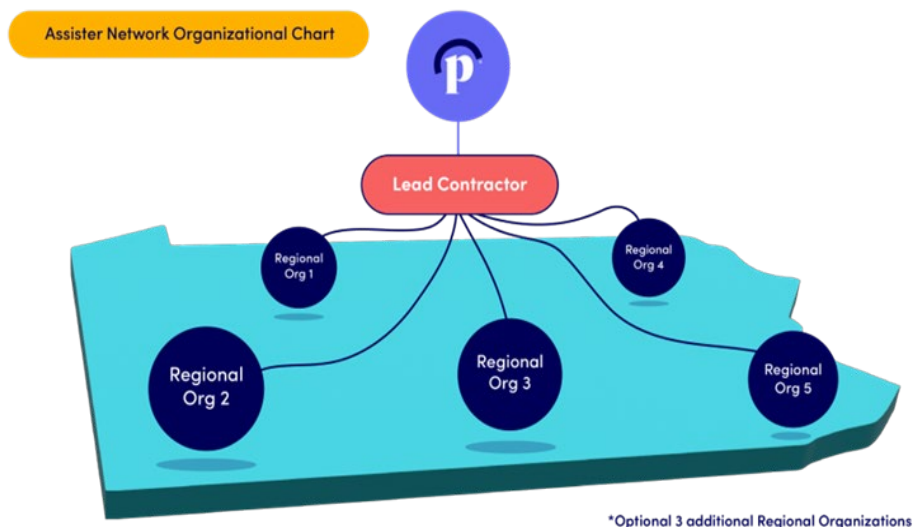
** It is strongly recommended that Offerors send the proposal submission email requesting a “Delivery Receipt” and “Read Receipt” and send the proposal sufficiently in advance of the deadline to be able to confirm receipt within the deadline and to be able to remediate transmission problems should they occur. Delivery of an Offer needs to be completed by the date/time stated, not started by that time.*

PART I

GENERAL INFORMATION

- I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Pennsylvania Health Insurance Exchange Authority’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Exchange Assister Services** (“Project”). This RFP contains instructions governing the requested proposals, including the requirements for the information and materials to be included; a description of the service(s) to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- I-2. Issuing Office.** The Issuing Office is the **Pennsylvania Health Insurance Exchange Authority d/b/a Pennie®**, which has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Gwen Zeh**, RA-PWPENNIEProcuremt@pa.gov, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.
- I-3. Overview of Project.** Pennie is the official health insurance marketplace for the Commonwealth of Pennsylvania – where Pennsylvanians can apply, shop, and enroll in health insurance from top insurance companies, and qualify for financial assistance to reduce monthly premiums and cost-sharing. Visit <https://pennie.com/> or <https://agency.pennie.com/> for more information.

Pennie seeks a qualifying Lead Contractor (“Lead Contractor”) to subcontract and manage a network of no less than five and no more than eight Regional Organizations (“Regional Organizations”) responsible for delivering outreach and in-person assistance to help Pennsylvanians enroll in quality health coverage. (See Organizational chart as example below.)



The enrollment assistance efforts under this project would be expected to align to the significantly higher enrollment activity that occurs leading up to and during the annual Open Enrollment Period (November 1 through January 15 each year) and the relatively lower but steady enrollments during the rest of the year through Special Enrollment Periods for qualifying life events.

The Fully Executed Purchase Order and Notice to Proceed for this Contract with the Lead Contractor is expected to be issued by June 1, 2025. All subcontracts between the Lead Contractor and Regional Organizations must be fully executed within 30 calendar days of the Lead Contractor receiving the Fully Executed Purchase Order. The first Open Enrollment Period Quarterly Strategic Plan (as described in **Part III, Section III-6. Reports and Project Control**) is due on September 15, 2025. At that time, resources must be in place ready to support Open Enrollment.

This RFP is only for the Lead Contractor contract. All those interested in being a Regional Organization or supporting Pennie efforts as a community-based partner entity, can provide more information about their interest in working with Pennie by submitting this form: [Pennie Partner Survey Form](#). Pennie will share relevant information with the Lead Contractor, once awarded, about organizations that have shown interest in being involved as a Regional Organization or community-based partner entity.

To see a complete list of definitions of terms concerning this RFP, please see **APPENDIX Q, Definitions for the Purposes of this RFP**.

I-4. Objectives.

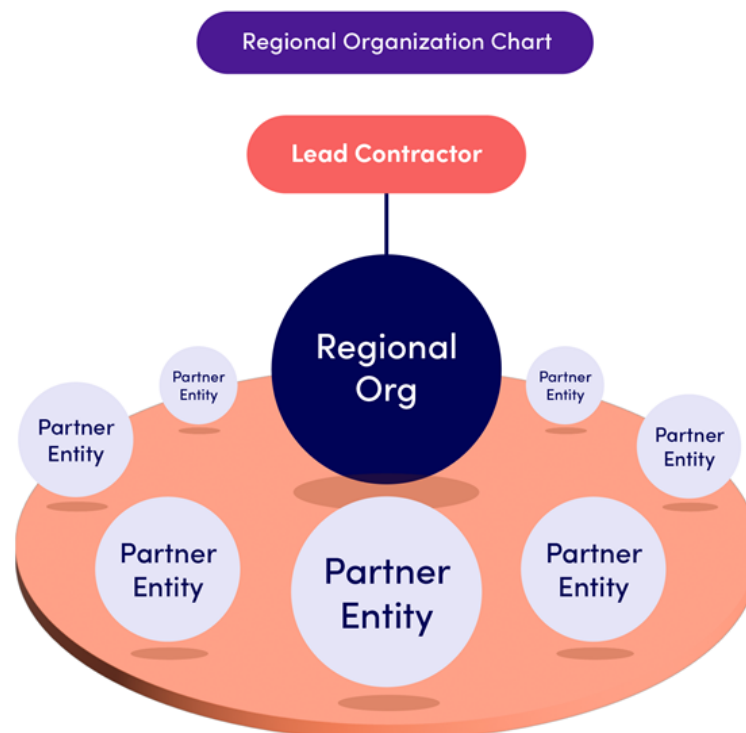
- A. General.** Pennie's objective is to maximize the number of Pennsylvanians with quality health coverage. Through this RFP, Pennie will fund this contract in full to both 1) educate Pennsylvanians about the value and their options of quality health coverage, and 2) enroll as many qualifying individuals as possible, especially those who do not otherwise have access to quality health insurance.
- B. Specific.** Pennie seeks a Lead Contractor with experience in public or community outreach, marketing, campaign management, or related fields. Experience in the healthcare or public health space is preferred.

The Lead Contractor must find, select, and contract with no less than five and no more than eight Regional Organizations that will develop and conduct outreach efforts to meet the unique needs of their given service areas. The Lead Contractor will be responsible for managing and overseeing all Regional Organizations.

The Lead Contractor can serve as a Regional Organization only if the Lead Contractor demonstrates to Pennie and Pennie agrees that there is no eligible Regional Organization for a specific service area. The Lead Contractor cannot serve as a Regional Organization for more than two (2) service areas.

Regional Organizations are responsible for executing on the outreach, education and enrollment strategy developed in conjunction with the Lead Contractor for their service area. They must have a deep understanding of the needs and makeup of their service area. Regional Organizations must have or plan to hire the appropriate number of staff, and develop the outreach, education, and enrollment plans since they best know their community, especially individuals who do not have health coverage. Regional Organizations are expected to build relationships with local and community-based partner entities to help with education, outreach, and enrollment.

The Lead Contractor must ensure that all Regional Organizations 1) designate at least one Expert Assister to provide guidance to other assisters within their service area; 2) ensure that all assisters within the Regional Organization's service area are certified and compliant with all state and federal regulations; and 3) meet their tasks and responsibilities as set forth in this RFP. (See Regional Organizational Chart as example below.)



Partner Entities are smaller community-based organizations that are well-established within their communities. Partner Entities are currently working with populations who would benefit from education about Pennie or enrollment assistance. Examples of Partner Entities are libraries, housing authorities, public health agencies, non-profits, PA CareerLink centers, etc. Regional Organizations are encouraged to build relationships with Partner Entities to assist with the outreach, education, and enrollment needs of the Regional Organizations. In limited scenarios, a Regional Organization may subcontract with a partner entity for

activities that meaningfully exceed the work already being conducted by the partner entity, in which case the Regional Organization must demonstrate the need and additional value being provided and seek approval from the Lead Contractor.

Pennie has developed the infrastructure to support customers in learning about and enrolling in quality health coverage. The Lead Contractor and Regional Organizations will leverage these resources to assist customers. To learn more about these resources, see **APPENDIX M, Pennie Resources available for the Lead Contractor, Regional Organizations, and Partner Entities**

- 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 as shown in **Part VI**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors 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 Offeror 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 an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP PHIEA 23-21 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror 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 an Offeror 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 Offeror 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 Offerors 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-10**. Each Offeror shall be responsible to monitor 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-26**.

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

The Issuing Office will **only** accept proposals via email which should be addressed to the Issuing Officer Gwen Zeh at RA-PWPENNIEProcuremt@pa.gov and delivered, in their entirety, on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will reject any proposals which are not delivered, in their entirety, after the time and date specified in the RFP Calendar of Events.

I-11. Proposal Requirements.

- A. Proposal Submission:** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office via email, as noted in **Part 1, Section I-10, 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. If other Microsoft Excel Spreadsheets are included in their response, the Offerors may not lock or protect any cells or tabs.

The response should be separated into the following components contents, of which are described in **Part 1, Section I-11B. Proposal Format**:

- 1. Part III Technical Submittal;**
- 2. Part IV Cost Submittal;**
- 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 Offeror 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 PHIEA 23-21 [Offeror 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 Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **APPENDIX A, Proposal Cover Sheet** and the Proposal Cover Sheet is scanned and provided in a PDF version in the Offeror's electronically submitted proposal, the requirement will be met.

For this RFP, the proposal must remain valid for 365 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by electronic written notice received by the Issuing Officer prior to the exact hour and date specified for proposal receipt. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a clearly identified revised submission drive marked as "Revised Proposal" which complies with the RFP requirements via email to the Issuing Officer.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification. An Offeror 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 on CD, DVD or Flash drive marked as "Revised Proposal" which complies with the RFP requirements.

B. Proposal Format: Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all proposal requirements. Offerors 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. Offerors 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 by an official authorized to bind the Offeror to the provisions contained in the Offeror's Proposal.
- b. Part III Technical Submittal:** Completed
- c. APPENDIX C, Domestic Workforce Utilization Certification:** Completed and signed by legal signatory and by witness;

- d. **APPENDIX D, Iran Free Procurement Certification Form:** Completed and Signed;
 - e. **APPENDIX E, Trade Secret/Confidential Proprietary Information Notice:** Completed and signed and any Offeror 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;
 - f. **APPENDIX F, Lobbying Certification Form:** Completed and signed;
 - g. **APPENDIX G, Worker Protection and Investment Certification Form:** Completed and signed;
 - h. **APPENDIX H, PRE-PROPOSAL TEAMS MEETING/ CONFERENCE CALL REGISTRATION FORM** only if planning on attending the Pre-Proposal Teams/Conference Call: Complete.
2. **APPENDIX B, Cost Submittal, in response to RFP Part IV;** Complete Orange Cells and sign.
 3. **APPENDIX J, Small Diverse Business (SDB) Participation Packet,** in response to RFP Part V.1 which includes:
 - a. **SDB Participation Submittal (SDB-2);**
 - b. **SDB Utilization Schedule (SDB-3);**
 - c. **Good Faith Efforts Documentation to Support Waiver Request (SDB-4 and SDB-5), or both.**
 4. **APPENDIX K, Veteran Business Enterprise (VBE) Participation Packet,** in response to Part V.2 which includes:
 - a. **VBE Participation Submittal (VBE-2);**
 - b. **VBE Utilization Schedule (VBE-3);**
 - c. **Good Faith Efforts Documentation to Support Waiver Request (VBE-4 and VBE-5), or both.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror'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 Offeror to perform the Project, and the Offeror 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 Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- I-12. **Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. The proposal should not be more than 75 pages, excluding appendices and resumes.

- I-13. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.
- I-14. Discussions for Clarification.** Offerors 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-15. Prime Contractor Responsibilities.** The selected Offeror must include no more than 20% of the total contract value for their Personnel, Administration, and other miscellaneous Support activities (% details for each category to be defined in the Offeror's response). Nevertheless, the contract will require the selected Offeror 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 Offeror to be the sole point of contact with regard to all contractual matters.
- I-16. 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 Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror 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 Offeror 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, 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-17. Best and Final Offers (BAFO).

- A.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, 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 Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
 - 1.** Those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 - 2.** Those Offerors which the Issuing Office has determined in accordance with **Part II, Section II-5** 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 Offerors 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 offerors 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**, 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 Offeror’s Technical Submittal.

- I-18. News Releases.** Offerors 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-19. 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 Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.
- I-20. Issuing Office Participation.** Offerors 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 with a Fully Executed Contract.
- I-21. Term of Contract.** The term of the contract will commence on the Effective Date and will end in four (4) years with two (2) optional 2-year renewals. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror 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 Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.
- I-22. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:
- A.** All the Offeror'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 Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
 - C.** The Offeror 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 an Offeror or potential offeror for this RFP, and the Offeror 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 Offeror 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 Offeror 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 Offeror, the Offeror, 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 Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror 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 Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Offeror 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 Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror 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 Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged in, 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-23. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror 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.** Offerors 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 Offeror.
- I-24. Debriefing Conferences.** Upon notification of award, Offerors 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 Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).
- I-25. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>. 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. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror 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-26. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror 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 Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.
- I-27. Additional Federal Regulatory Requirements for this RFP** include **HIPAA Compliance Requirements** which can be found in **APPENDIX O Summary of the HIPAA Privacy Rule & HIPAA Compliance Assistance**.

PART II

CRITERIA FOR SELECTION

- II-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:
- A. Be timely received from an Offeror (see **Part I, Section I-10**); and
 - B. Be properly signed by the Offeror (see **Part I, Section I-11A**); and
 - C. Contain a completed SDB Participation Submittal (SDB-2) (which must include the SDB Utilization Schedule (SDB-3), Good Faith Efforts Documentation to Support Waiver Request (SDB 4 and SDB-5), or both); **and** either (a) agree to meet the SDB participation goal in full or (b) receive an approved waiver from any unmet portion of the SDB participation goal; and
 - D. Contain a completed VBE participation submittal (VBE-2) (which must include the VBE Utilization Schedule (VBE-3), Good Faith Efforts Documentation to Support Waiver Request (VBE 4 and VBE-5), or both); **and** either (a) agree to meet the VBE participation goal in full or (b) receive an approved waiver from any unmet portion of the VBE participation goal.
- II-2. Technical Nonconforming Proposals.** The four (4) Mandatory Responsiveness Requirements set forth in **Part II, Section II-1** 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 an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror'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 Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.
- The Commonwealth will not score the SDB and VBE Participation Submittals. Rather, Offerors 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 **Parts V.1 (SDB) and V.2 (VBE)**. 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 Offeror 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 **70%** of the total points. Evaluation will be based upon the following:

- Understanding the problem.
- Soundness of solution and approach to implementation, maintenance and operations (both technical and functional).
- Excellence of customer experience and overall solution usability.
- Respondent and personnel qualifications including relevant experience.
- References.
- Ability to meet timelines

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:

[RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** 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:

[RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

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 Offerors 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. See the following webpage for the Domestic Workforce Utilization Formula:

[RFP Scoring Formula | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

D. Iran Free Procurement Certification and Disclosure. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror 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 offerors must complete and return the Iran Free Procurement Certification form, **(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:

[Iran-Free Procurement List | Procurement Resources | Department of General Services | Commonwealth of Pennsylvania](#)

- II-5. Offeror Responsibility.** To be responsible, an Offeror 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 an Offeror 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 Offeror’s proposal must be greater than or equal to 75% of the **available technical points**; and
- B.** The Offeror’s financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror’s previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror’s financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror 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 Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, 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 Offeror. 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 Offeror and cannot increase the Offeror’s cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror 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 offerors according to the total overall score assigned to each, in descending order.
- C.** The Issuing Office must select for contract negotiations the offeror 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.

Offeror Response

III-2. Qualifications.

A. Company Overview.

1. The Lead Contractor must be domiciled or have at least one office in Pennsylvania.
2. Please detail any relevant professional certifications.
3. Please explain, in a narrative, your commitment to diversity, equity, and inclusion principles.
4. Describe your administrative infrastructure sufficient to manage a state-wide outreach project such as office space, staff, technology, etc.

Offeror Response

B. Prior Experience. Include experience in overseeing one or many strategic state-wide initiatives. If applicable, in the health care or public health arena. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. 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.

Describe experience and knowledge with:

1. Managing a state-wide marketing campaign, grassroots outreach effort, or related large-scale community organization activities, and/or an assister program. Experience in the healthcare or public health space is preferred.
2. Pennsylvania geography and demographics. Must have cultural competency to effectively communicate with Pennsylvania's varied demographics.
3. The Patient Protection and Affordable Care Act, 42 U.S.C. §§ 18001-18122; the Health Insurance Markets Oversight Act, 40 Pa.C.S.A. §§ 9101-9703; the Navigator and Exchange Assister Accessibility and Regulation Act, 40 P.S. §§ 4401-4406; and any other associated laws and regulations. Must demonstrate an understanding of the critical role the health insurance marketplace has in expanding access to high quality and affordable coverage.

Offeror Response

- C. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel including project managers and any dedicated personnel, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in the Affordable Care Act, healthcare and public health systems, or statewide marketing and outreach campaigns. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offeror Response

- D. Subcontractors:** Provide a subcontracting plan for all subcontractors, including Small Diverse Business and Veteran Business Enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Address of subcontractor;
3. Number of years worked with the subcontractor;
4. Number of employees by job category to work on this project;
5. Description of services to be performed;
6. What percentage of time the staff will be dedicated to this project;
7. Geographical location of staff; and
8. Resumes (if appropriate and available).

The Offeror's subcontractor information shall include (through a resume or a similar document) the employees' names, education and experience in the services outlined in this RFP. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor's company.

Offeror Response

III-3. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Note that staff working directly with Regional Organization must be trained as Pennie assisters. Pennie will provide free assister training.

Offeror Response

Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company 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 an Offeror's financial capability.

Offeror Response

III-4. Work Plan. Describe in narrative form your technical plan for accomplishing the work using the task descriptions below, the requirements listed in III-5, and the reporting requirements listed in III-6 as your reference point. Modifications of the task descriptions are permitted, however, reasons for changes should be fully explained. Indicate the number of person hours 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, comment on why you chose this approach.

A. Tasks

Provide or demonstrate:

1. A state-wide strategic plan showing a map of how the Lead Contractor will divide Pennsylvania and all sixty-seven (67) counties into five to eight regions.
2. A plan for identifying and onboarding Regional Organizations with which to subcontract and assign to each region.
3. How you will assist each Regional Organization in finding Partner Entities that serve Pennie's identified target audiences and occupations within those regions to assist with outreach and education efforts.
4. How you will hold Regional Organizations accountable for activities, how you will measure success, identify best practices, and foster learning and communication across service areas.

5. A broad data-driven state-wide strategy, in narrative form, for reaching Pennie's target audiences and occupations for the purposes of education, outreach, and enrollment.
6. In narrative form, how you will assist the Regional Organizations in developing and implementing a tailored strategy to meet the unique needs of their respective regions.
7. In a spreadsheet or chart, show how you will appropriate the proper funding to regions and/or counties based on population, percentage of uninsured, target demographics, high number of Pennie enrollees, and other factors the Offeror finds necessary to ensure equitable resource allocation. Be sure to reference your data sources.
8. How you will use technology to digitally track and report all assister activities.
9. How you will store pertinent customer data while respecting privacy and complying with all relevant laws.
10. How you will use customer relationship management (CRM) tools to maintain data regarding potential customers and partners for future use (accumulating leads, consistent communication, etc.)
11. In narrative form, how you will work with Issuing Office to ensure that the calendar of events for all activities across the network will be communicated to Pennie so it can be properly displayed on pennie.com
12. In a narrative form, how you will tailor your outreach, education, and enrollment efforts for each quarter of the plan year. For example, a strategy that might be appropriate for the open enrollment period might not be appropriate other times during the year. Specifically, show how you will continue to enroll customers outside of the open enrollment period. Show how you will manage Regional Organizations to develop quarterly strategic plans.
13. Presenting specifications, screenshots, or video demos, how you will use technology to appropriately distribute assister appointment requests that currently happen at pennie.com/connect.
14. What data sources you will use to identify target demographics. Please cite or link what sources you will use.
15. How you will oversee Regional Organizations and Partner Entities in the use of email, social media, text messaging, and other messaging technologies such as WhatsApp, WeChat, or similar platforms to communicate with target audiences.

16. Using a narrative, how you will routinely meet with Regional Organizations both during and outside of the Open Enrollment Period and what topics would be standing agenda items.
17. Show data sources you will use and in a narrative form, how you will address diversity, equity, and inclusive principles both internally within the network and externally for the customers served, such as providing services in the various languages represented in the service area, being culturally sensitive to communities with varying backgrounds and healthcare needs, etc.
18. How you will use the cultural expertise of staff or partners to assist the Issuing Office with feedback on initiatives such as new educational or outreach materials.
19. Show a high-level sample of what a customer feedback survey would look like to gauge customer satisfaction with the enrollment process and their experience with the assister.
20. Show a high-level sample of what an assister feedback survey would look like to measure assister feedback and satisfaction with Lead and/or Regional Organization's management.
21. Show how you will ensure that all assisters have the necessary background checks through the Pennsylvania Insurance Department, and all non-assister employees will have a background check as well. Show what system or software you will use to ensure all employees under this contract will be properly screened with a background check.

Offeror Response

III-5. Requirements (in the Offer Response segments for each category, demonstrate how you have delivered in the past or intend to deliver on this RFP on these requirements).

A. Organizational Requirements

1. Lead Contractor
 - a) Have a physical business site in Pennsylvania.
 - b) Have staff capacity to oversee all Regional Organizations.
 - c) Have staff capacity to oversee all subcontractors.
 - d) Have staff knowledgeable of the Patient Protection and Affordable Care Act.
 - e) Have the technology necessary to do the job (internet, software, computer hardware, phones, etc.).
 - f) Respond to Pennie staff or subcontractors within 48 hours.
2. Lead Contractor Must Ensure that Regional Organizations
 - a) Have a physical business site in the proposed service area.

- b) Have a physical business site in proposed service areas to act as an enrollment site. Can be same or separate from #1 above.
- c) Provide staff capacity to ensure that in-person enrollment assistance is available throughout the proposed service area for calendar year. The level of assistance can vary during and outside of the open enrollment period.
- d) Have existing relationships, and the capacity to develop new relationships, with community groups within the proposed service area that serve individuals who are likely Pennie-eligible in an effort to develop communication distribution lists to provide important Pennie updates, reminders and information, and to leverage ongoing community events and community-based work as opportunities to increase outreach to target Pennie-eligible populations.
- e) Have and maintain staff with the knowledge, expertise, and resources to carry out the responsibilities outlined in this RFP, including staff with expertise in eligibility, health insurance basics, and rules related to health plans available through Pennie, premium tax credits, cost sharing reductions, MA/CHIP, and other health coverage programs.
- f) Designate at least one Expert Assister to provide program expertise in the areas of eligibility, enrollment, and user assistance for Pennie's system to service area assisters in real time during regular business hours. Expert assisters must have at least two (2) years of experience with enrollment in health plans available through Pennie and/or enrollment in MA/CHIP.

Offeror Response

B. Lead Contractor Requirements

1. The Lead Contractor must:

- a) Establish formal relationships with Pennie-approved organizations to create and maintain a network of 5-8 regions of Pennsylvania that are inclusive of all sixty-seven (67) counties. Approval process is as follows:
 - i. Lead Contractor will present the potential Regional Organization to Pennie in the form of an emailed PDF report that lists why the Lead Contractor feels this Regional Organization is the best fit for the service area, the specific approaches the Regional Organization plans to take, explanation of how the Organization fits the requirements, other alternative organizations considered, and how much funding they intend to issue to the Regional Organization, based on local needs and consistency with overall funding allocations. Pennie will review for no longer than 15 business days and email reply with an approval, request for more information, or a dismissal of the potential Regional Organization. Approval will be administered by the Pennie and the Issuing Officer.
 - ii. Changes in network of Regional Organizations:

- A minimum of five (5) Regional Organizations covering all 67 Counties are required at all times.
 - In the event where there are more than five (5) Regional Organizations and a change occurs to the network of Regional Organizations, the Lead Contractor must sufficiently show that coverage for that service area will either be rolled into an existing Regional Organization within 60 days of the last day of the exiting Regional Organization, or a new Regional Organization will be acquired and operational within 60 days of the last day of the exiting Regional Organization.
- b) Develop strategy with Regional Organizations to successfully provide customer education, outreach, and enrollment assistance to Pennie-eligible populations.
 - c) Regularly meet with Regional Organizations for strategy discussions, status updates, and sharing of lessons learned.
 - d) Assist Regional Organizations in brainstorming effective tactics, sharing lessons learned/best practices, and if necessary, ending relationships and finding a different Regional Organization.
 - e) Ensure Regional Organizations are held accountable for executing the plans they put forth.
 - f) Manage Regional Organizations to ensure they comply with the requirements below.

Offeror Response

C. Regional Organization Requirements

1. Develop a strategic plan with the assistance of the Lead Contractor to educate the population within the designated service area about the health plans and financial savings available through Pennie.
2. Organize at least two (2) outreach and education events weekly during Open Enrollment and at least one (1) outreach and education event weekly outside of Open Enrollment.
3. Organize at least two (2) enrollment events weekly during Open Enrollment and at least one (1) enrollment event weekly outside of Open Enrollment.
4. Attend local events, fairs, etc., on a monthly basis.
5. Keep track of all outreach and enrollment events, number of people enrolled, and number of people who were helped at any point of the process.
6. Establish and continually grow a network of Partner Entities. The relationships with community partners can support the Regional Organizations in a wide range of roles, including assisting with education and outreach, as well as potentially enrollment assistance. Community organizations may have existing employees that already conduct related enrollment, education or outreach work that can benefit from maintaining relationships with the Regional Organizations to coordinate efforts. In some cases, Regional Organizations may subcontract on a limited basis with certain partner entities for Pennie enrollment or outreach

activities that meaningfully exceed the partner entity's existing community activities, if approved by the Lead Contractor and/or Pennie.

7. Find Partner Entities that are already ingrained within their community, already helping and assisting their community, and able to add assister duties in the form of education, outreach, or enrollment assistance to their work. For example, a library that can post flyers or host enrollment events, or an employee of a PA CareerLink sharing Pennie educational materials with an out-of-work individual, etc.
8. Secure partnerships with organizations that have strong ties to the Pennie's target populations and other uninsured groups using data available from Pennie and other sources and be engaging with representatives from key community organizations or groups with knowledge and expertise about the demographics of the population.
9. Ensure that enrollment assister services are available throughout the year and throughout their service area.
10. Serve as the point of contact and communication for Partner Entities and keep them apprised of program changes and updates and provide program expertise to community organizations throughout the region.
11. Process timely payments for any paid Partner Entity subcontracts into which the Regional Organization enters.
12. Monitor and report Assister and Partner Entity performance to ensure compliance with the requirements herein.
13. Conduct routine customer surveys to obtain feedback about assister services received.

Offeror Response

D. Confidentiality and Conflict of Interest Requirements

1. Lead Contractor, Regional Organizations, and Partner Entities must comply with all laws, rules, procedures, and protocols, including but not limited to 45 CFR § 155.260, regarding the use and disclosure of confidential information and Personally Identifiable Information (PII). The Lead Contractor, its subcontractors, and employees shall not share confidential information or PII for any purpose not directly connected with its performance of outreach, education, and enrollment activities described in this RFP.
2. Lead Contractor and all subcontractors must comply with conflict-of-interest requirements, including but not limited to 45 CFR § 155.210 and .215.

Offeror Response

E. Required Disclosure Requirements and Prohibited Conditions

1. **Required Disclosure.** Each assister must disclose in plain language to each customer provided with assistance:
 - a) The full range of qualified health and dental plans and affordability programs for which the customer is eligible.

- b) Any insurance that the assister intends to sell during any resulting contract period that is not prohibited under this funding opportunity.
- c) Any existing employment or employment within the last 5 years of the assister and/or his/her spouse or domestic partner with a health insurance company, issuer of stop loss insurance, or subsidiary of either.
- d) Any existing or anticipated financial, business, or contractual relationship(s) with one or more health insurance companies or stop loss insurance issuers.

2. Prohibited Conditions. During the term of any resulting contract, the Lead Contractor, Regional or Partner Entities, and all assisters may not:

- a) Receive consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance related to the enrollment of any individuals in a qualified health plan or non-qualified health plan.
- b) Charge any applicant or enrollee or request any form of compensation for providing assistance related to their assister duties.
- c) Offer gifts, gift cards, cash, or promotional items that promote the products or services of a third party to any applicant or enrollee as an inducement for enrollment or renewal.
- d) Use funds received under any resulting contract to purchase gifts, gift cards, or promotional items that market or promote the products or services of a third party.
- e) Conduct outreach to individuals using unsolicited methods, such as cold calling customers who have not requested contact by the organization.
- f) Use electronic telephone dialing systems recordings to place outgoing calls related to enrollment in health insurance that are unsolicited or where the organization does not have an existing relationship with the target group(s).
- g) Use electronic text message systems recordings to send outgoing messages related to enrollment in health insurance that are unsolicited or where the organization does not have an existing relationship with the target group(s).

Offeror Response

F. Background Check Requirements

1. Background check expenses are the sole responsibility of the Regional Organizations. The Lead Contractor will ensure that Regional Organizations have all assisters in their service area go through the background check facilitated by the Pennsylvania Insurance Department as part of their initial certification. All assisters applying for registration in Pennsylvania, regardless of prior background checks and clearances, are required to complete the fingerprinting and background checks with IdentoGo as part of their assister application. To learn more of the certification process and costs associated with Pennsylvania Insurance Department, visit [this site](https://agency.pennie.com/assisters) or <https://agency.pennie.com/assisters>. See the following Appendices:

APPENDIX P, Navigator and Exchange Assister Accessibility and Regulation Act – Enactment;

**APPENDIX R, PID Registration Process For Pennie Assistors;
APPENDIX S, PID Exchange Assister Business Entity Registration;
APPENDIX T, Initial Individual Exchange Assister Registration
Application – Online Process**

Other requirements include the following:

- a) A background check must be conducted for each assister at least once every 24 months in accordance with Pennsylvania law in **APPENDIX P, Navigator and Exchange Assister Accessibility and Regulation Act – Enactment**. Pennsylvania Insurance Department retains copies of the background checks.
 - b) The Regional Organization must keep a record of when assisters in their service area need to re-register with Pennsylvania Insurance Department to ensure consistency of certification.
 - c) The following individuals may be disqualified to work as assisters: individuals convicted of crimes related to the exploitation or abuse of vulnerable individuals or related to identify theft, robbery, forgery, fraud, theft, bribery, and embezzlement, among other crimes of dishonesty.
2. Background checks are required for all employees that will be working for Lead Contractor or Regional Organizations not in an assister role every 24 months. The cost of these background checks will be paid for by Lead Contractor or the Regional Organization.

Offeror Response

G. Health Equity, Cultural and Language, and Disability Requirements

1. The Lead Contractor will ensure that all Regional Organizations and subcontractors, provide services in compliance with the following health equity, cultural, language, and disability requirements:
 - a) Health Equity
 - i. Activities must be conducted to target uninsured and underinsured individuals, especially those who have been historically marginalized. Historically marginalized can be universal across Pennsylvania, or specific to a region or county. The Lead Contractor should ensure staff and all subcontractors are knowledgeable on how to engage with a variety of local populations.
 - b) Culture and Language
 - i. Regional Organizations must implement strategies to recruit, support, and promote staff who are representative of the demographic characteristics and are trusted sources in their proposed service area, including languages spoken.
 - ii. All staff dealing with the public must be trained to ensure that all activities be conducted, and information provided, in a manner that is culturally and linguistically appropriate to the needs of the population being served.

- iii. All staff dealing with the public must develop and maintain general knowledge about the racial, ethnic, and cultural groups in the proposed service area, including their health beliefs and practices, languages spoken, health literacy, trusted sources of information, and other factors relevant to assisting them.
 - iv. Assisters must provide assistance in a person's preferred language at no cost, including auditory and written translation of documents, if needed or requested to assure effective communication. (Note: at customer's request, the use of a customer's family or friend as an interpreter is permitted).
- c) Disability Requirements
- i. All activities and materials must 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)).
 - ii. Regional Organizations must provide assistance in a location and manner that is physically and otherwise accessible to individuals with disabilities.
 - iii. Regional Organizations must provide auxiliary aids and services for individuals with disabilities at no cost to them if needed or requested to ensure effective communication. (Note: at customer's request, the use of a customer's family or friend to facilitate communication is permitted).
 - iv. Regional Organizations must acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and support programs when appropriate.

Offeror Response

H. Program Integrity

1. The Lead Contractor, Regional Organizations and subcontractors are in a position of public trust, serving vulnerable populations with public resources. The Lead Contractor, Regional Organizations, subcontractors must have strong program integrity policies and procedures to ensure that they, and their employees, follow all the applicable laws and regulations to maintain public trust and to reduce the risk of assister liability, errors, or misconduct.
2. The Lead Contractor shall provide to Pennie its organization's established policies and procedures within 60 days of contract execution.
3. Regional Organizations and subcontractors shall provide their organizations' established policies and procedures to the Lead Contractor within 30 days of executing a subcontract.
4. At minimum, the policies and procedures must address the following:
 - a) Transparency in accounting and policies to verify the following:
 - i. Assisters meet all ACA and Pennie-established requirements see **APPENDIX N, ACA Program Requirements**.
 - ii. Assisters complete required training and certification.

- iii. Assister background checks have been completed for all Navigators within the previous 24 months, on file with Pennsylvania Insurance Department, and have no disqualifying offenses.
- iv. HIPAA Compliance Requirements (See **Part 1, Section I-27. Additional Federal Regulatory Requirements for this RFP and APPENDIX O Summary of the HIPAA Privacy Rule and HIPAA Compliance Assistance**).
- b) A method and process for customers to easily and transparently file complaints and receive a response or resolution.

Offeror Response

I. Outreach and Education

1. The Lead Contractor must oversee and assist the Regional Organizations in planning and conducting outreach within the designated service area to promote and coordinate broad coverage, including, but not limited to:
 - a) Quarterly Strategic Plans and Biweekly/Monthly Activity Reporting
 - i. The Lead Contractor will design a planning template that regional organizations can use to submit their quarterly strategic plans to Lead Contractor and Pennie, outlining outreach, community education, and enrollment activities to be conducted during the upcoming quarter by both the Regional Organizations and Partner Entities.
 - ii. The Lead Contractor will design a reporting template that both regional and partner entities can use to submit their biweekly or monthly activity reports to the Lead Contractor and Pennie, detailing the outreach, education, and enrollment activities completed during the identified time period.
 - iii. The Lead Contractor must use the planning and reporting templates to proactively address any gaps or opportunities for improvement with the Regional Organization before reporting providing a planning and reporting summary to Pennie.
 - b) Outreach Outside of Open Enrollment
 - i. Outside of open enrollment, the Lead Contractor will ensure that Regional Organizations will conduct outreach aimed at reaching individuals eligible for a health plan through Pennie.
 - Promote *Path to Pennie* during the tax season for those individuals that may have missed open enrollment and otherwise do not have a Qualifying Life Event.
 - Focus education, outreach, and enrollment activities toward Pennsylvanians likely experiencing Qualifying Life Events (I.e., PA CareerLink for those who have lost job coverage). For a full list of Qualifying Life Events, please go to pennie.com.
 - Grow relationships with community groups, faith-based organizations, education centers, non-profits, and more

throughout the year so a broad network has been established in advance of Open Enrollment.

- Using data provided by Pennie, conduct or facilitate outreach to individuals no longer eligible for MA, those at or below 150% of the federal poverty level, and those who need to take action related to their Pennie account and have an established assister relationship.
- Participate in popular, well-attended annual events that are held within the organization's service area. For example, county fairs, cultural/music festivals, etc.
- Outside of Open Enrollment, at least one (1) outreach and education event must be held per week per service area, and at least one (1) enrollment event must be held per week per service area.

c) Outreach Before and During Open Enrollment

- i.** The Lead Contractor must submit a comprehensive state-wide Open Enrollment plan to Pennie by September 15th each contract year demonstrating a data-driven approach to reaching uninsured individuals and ensuring sufficient capacity for in-person enrollment assistance.
- ii.** Leading up to and during open enrollment, the Lead Contractor must ensure Regional Organizations and their subcontractors (if any) conduct outreach targeting Pennie-eligible groups, including:
 - Plan and conduct a sufficient number of outreach events and/or activities throughout the service area targeting lower to middle income and Pennie-eligible individuals, including efforts to reach individuals identified as Pennie's target groups.
 - For Regional Organizations, it is expected that there will be strategies and activities planned for each county.
 - Staff Pennie-sponsored events and initiatives that are statewide or that are scheduled in the organization's service area.
 - Participate in popular, well-attended annual events that are held within the organization's service area. For example, the Pennsylvania Farm Show, county fairs, cultural or music festivals, etc.
 - Using data provided by Pennie, conduct outreach regarding a Pennie enrollment application or enrollment renewal by following up with individuals partnered with assisters.
 - During Open Enrollment, at least two (2) outreach and education events must be held per week per service area, and at least two (2) enrollment events must be held per week per service area.

d) Community Education

- i. Throughout the year, the Lead Contractor will guide Regional Organizations and their subcontractors (if any) to increase awareness and knowledge about Pennie’s programs, and the availability of assisters among community organizations. Regional Organizations will prioritize community education activities to groups or organizations that have an existing relationship to one or more target populations. The goal of community education is to educate staff and/or volunteers who can share the information or make referrals to assisters when appropriate. Community awareness and education includes presentations to community groups, participating in a health or benefit fairs, attending a mass layoff rapid response, meeting with community organizations’ staff who deliver services, or other activities aimed at increasing awareness related to health insurance and assister services.
- e) Data Collection and Proposals
 - i. The Lead Contractor will continually and proactively collect and monitor Pennsylvania demographic, psychographic, or other relevant trending data and present the Issuing-Office with proposals on how the Lead Contractor intends to mobilize the assister network to reach Pennie’s target populations.

Offeror Response

J. Enrollment and Retention

The Lead Organization will ensure that:

1. The network of a Regional Organizations provides sufficient sites to assure that enrollment assistance is reasonably available during regular business hours throughout the service area.
2. Regional Organizations are recruiting and retaining an adequate number of assisters in the service area to assure assistance is readily available year-round for individuals who:
 - a) Need to report changes.
 - b) Have a qualifying life event.
 - c) Have health insurance-related questions.
 - d) Need to enroll in or renew coverage through Pennie.
3. Regional Organizations provide evening and/or weekend enrollment assistance during open enrollment, as needed, to meet customer needs for assistance.
4. The entire network is prepared to educate customers who enroll in coverage to understand key program rules and provisions, as well as how to access care.
5. The data provided by Pennie will inform follow up to Pennie customers, particularly individuals in Pennie’s target groups who are at risk of losing coverage or tax credits, or who may not understand how to access care.

Offeror Response

K. Assister Management and Support

1. Regional Organizations are the point of contact and the first line of support in their service area for people who need assistance related to the Pennie application and enrollment work. The Lead Organization must ensure that Regional Organizations:
 - a) Have sufficient Expert Assistors assigned to provide service area assisters with real-time support during regular business hours for system, account or user issues that need intervention or reporting through Pennie's help ticket process and to help with program questions about enrollment or eligibility.
 - b) Ensure that their Expert Assistors regularly attend required Pennie training and meetings to retain permissions and access related to performing this role.
 - c) Provide coaching and/or training to new assisters as needed to attain proficiency in assister responsibilities. Pennie will provide the Lead Contractor and/or Regional Organizations with the list of assisters who need additional training or coaching support based on the assister's performance on required training and testing.
 - d) Investigate and take appropriate actions in a timely manner on complaints involving assisters and reporting findings to Lead Contractor and/or Pennie.
 - e) Routinely collect and share with the Lead Contractor and Pennie common areas of customer confusion, trending questions, and other customer or technical issues that arise to help Pennie calibrate the customer experience and ensure that assisters are fully equipped to provide comprehensive assistance.
 - f) Notify Lead Contractor and/or Pennie immediately in the event of an assister breach of security.

Offeror Response

L. General Performance Indicators (GPIs)

1. GPIs guide how Pennie will measure the effective performance of the Lead Contractor and subsequent Regional Organizations.
2. At its sole discretion, if Pennie determines that a Regional Organization has failed to fulfill its duties, Pennie will consult with Lead Contractor and the Regional Organization program manager assigned to the contract to identify needed improvements and create an improvement plan. If performance does not improve as outlined in the improvement plan, Pennie will terminate its contract with the Lead Contractor or amend its contract with the Lead Contractor to reduce the scope of work and compensation to align with the Regional Organization's performance.
3. Compliance with GPIs will be evaluated as part of the Pennie's decision to extend or terminate the contract with the Lead Contractor or subsequent Regional Organizations.

Metric	Liquidated Damage Assessments	General Performance Indicator	Reporting Standard
Monthly Program Administration Report	1% of a monthly invoice amount plus \$500 each additional late calendar day.	Lead Contractor must submit 100% of monthly activity reports as a PDF via email fully completed on time.	Monthly reports due on the 10 th of each month.
Minimum of five (5) Regional Organizations	\$500.00 per calendar day beyond the two (2) months allowed for replacement of an existing Regional Organization.	Maintain minimum required level of five (5) Regional Organizations.	Include within the Monthly Program Administration Report.
Quarterly Strategic Plans (including of Financial Report)	5% of a quarterly invoice amount plus \$1000 each additional late calendar day.	Lead Contractor must submit 100% of Quarterly Strategic Plans, inclusive of or including the Financial Report, as a PDF via email to the Pennie at least 15 days prior to the end of each quarter.	Reports due: March 15 June 15 September 15 December 15.
Twice per month/Monthly Events, Outreach, Enrollment Activity Report	During OEP: 5% of monthly invoice amount plus \$1000 each additional late calendar day.	Lead Contractor must submit 100% of the Biweekly/Monthly Events, Outreach, Enrollment Activity Report as a PDF via email to Pennie.	Due twice a month during OEP and monthly outside of OEP. Due the 15 th and last day of the month.
Final Report	3% of annual invoice amount plus \$1000 each additional late calendar day.	Lead Contractor must submit 100% of the final report as a PDF via email to Pennie.	Due February 28 th following Open Enrollment each year.
Background Checks	\$1000 per calendar day for each employee that does not have a background check within the first 30 days after start date with Lead Contractor or Regional Organization.	Lead Contractor must complete and pay for 100% of background checks for each all employees that are performing non-assister work. Lead Contractor must retain a copy of background checks for all employees that are	

		performing non-assister work.	
SEP Outreach and Education Events	For every event missed per service area, \$2000 per missed event in a month.	Outside of Open Enrollment, at least one per week per service area.	
SEP Enrollment Events	For every event missed per service area, \$2000 per missed event in a month	Outside of Open Enrollment, at least one per week per service area.	
OEP Outreach and Education Events	For every event missed per service area, \$2000 per missed event in a month.	During Open Enrollment, at least two per week per service area.	
OEP Enrollment Events	For every event missed per service area, \$2000 per missed event in a month.	During Open Enrollment, at least two per week per service area.	

Offeror Response

M. Enrollment Site Requirements

1. The Lead Contractor will ensure that Regional Organizations secure a site location with adequate space for enrollment center activities. The site must be clean, safe and professional, with accessible setting in an area with businesses and/or services near high customer traffic areas with people of varied income levels.
 - a) Wireless internet access must be available.
 - b) Adequate privacy for meeting with customers one on one who are enrolling in coverage must be available.
 - c) The site must be near local public transportation, as applicable, and be physically accessible for individuals with disabilities.
 - d) In higher-populated metropolitan areas, multiple physical locations can be set up. For rural areas, flexibility will be granted for pop-up sites, mobile units or other creative means.
 - e) The site must prominently display Pennie-approved banners, posters, logos or other items that will help identify the site as a quality health plan enrollment site. Pennie will provide the approved artwork for desired signage. Lead Contractor is responsible for all costs and tasks associated with obtaining the signage.

2. Operational Requirements

- a) Lead Contractor must ensure that Regional Organizations establish and post regular business hours for the enrollment site, generally reflecting the customary hours of surrounding businesses. During open enrollment (currently November 1 – January 15), the enrollment site must operate extended evening and weekend hours to meet enrollment demand outside regular business hours. The enrollment site must also operate extended hours around key enrollment deadlines to accommodate customers who walk in and those who request appointments.

3. Service Requirements

- a) Enrollment sites must provide the following services:
 - i. Answer customer questions about health coverage options and enrollment through Pennie or other health coverage programs in PA, including MA and CHIP.
 - ii. Assist individuals to complete an application and receive eligibility results.
 - iii. Explain eligibility results and all plan options, facilitate plan selection and enrollment through Pennie.
 - iv. Answer basic questions related to how to use the tax Form 1095A issued by Pennie to report APTC.
 - v. Assist individuals with insurance renewals.
 - vi. Update accounts for individuals reporting changes.
 - vii. Offer customer health insurance education resources.

Offeror Response

N. Marketing Requirements

- 1. The Lead Contractor, Regional or Partner Entities can execute Pennie-approved marketing strategies to increase community awareness of Pennie, the enrollment site(s), and the services available. Artwork and designs must be Pennie approved before going to market.

Offeror Response

O. Disaster Recovery

Describe your Disaster Recovery Plan and those of your Regional Organizations to ensure continuity of service.

Offeror Response

P. Emergency Preparedness

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.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out.
 - c. Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

III-6. Reports and Project Control.

Pennie will be the source of truth for all customer and assister data within Pennie's Single Streamlined Application and other Pennie-controlled data sources, unless otherwise agreed to in writing with Pennie. All reports or data shared from the Lead Contractor or Regional Organizations to Pennie will be considered property of Pennie and may be shared in Pennie's Annual Report, Board of Directors meetings, external-facing documents, and any other place Pennie deems necessary. For each report identified below provide an anticipated "sample layout" in your response.

Offeror Response

A. Program Administration Report.

A monthly progress report covering activities, problems, and recommendations. This report should be keyed to the work plan the Lead Contractor developed in its proposal, as amended, or approved by Pennie. Inclusive of the minimum of five (5) Regional Organizations and all Partner Entities, all assisters within entire program, number of trainings completed and still outstanding, number of assisters compliant with the Pennsylvania Insurance Department, number of non-assister employees that have completed a background check, and other data deemed necessary by Pennie.

Offeror Response

B. Problem Identification Report.

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 Lead Contractor’s recommendations with supporting rationale. Examples of when this report will be required include: a Regional Organization is not fulfilling their responsibilities under the contract, friction between teams, legal or public relations issues, etc.

Offeror Response

C. Quarterly Strategic Plans.

Content includes:

1. The succinct, state-wide strategy for the upcoming quarter.
2. Individual quarterly strategic plans for each Regional Organization that will serve the overall state-wide strategy with a specific plan for Open Enrollment due by September 15th of each contract year.
3. List of the outreach strategies that will be used by Regional Organizations and Partner Entities outside and inside the Open Enrollment Period, and the data used to drive these strategies.
4. A map or list of sites where assisters will conduct periodic outreach to individuals within Pennie’s target audiences. For example: health center, libraries, grocery stores, faith-based organizations, festivals, etc.
5. Goal for number of Pennie or MA/CHIP enrollments expected in the quarter.
6. Show in detail the outreach or enrollment activity, location, justification for attendance, length of time at location, target audience.
7. Include within this Planning document the **Financial Report** (listed below).
8. **Frequency**
 - a) At least 15 days prior to the end of each quarter of the calendar year (March 15th, June 15th, September 15th, and December 15th).
 - b) Open Enrollment Plan is due no later than September 15th.

Offeror Response

D. Events, Outreach, Enrollment Activity Report. This is to show how the Quarterly Strategic plans are working.

1. **Events Report** – *This is to show how an event went.* An excel spreadsheet to show: Type (outreach, festival, conference, etc.), Date, County, Location (health center, library, etc.), Assister(s) present at event, Length of time Assister(s) were present at event, Touches/Interactions (conversations, hand-outs given, etc.), Predominate demographic data of event attendees, Network building/connections made with fellow community partners.
2. **Outreach Activity Report** – *This is to show the other efforts made by assisters.* An Excel spreadsheet to show: Number of customers served by telephone, chat, text messages, message apps – WeChat/WhatsApp, or virtual calls; number of social media posts; marketing or advertising efforts; Connections made with other community partners; assister or customer survey feedback; number of hours spent at outreach/community events; and common questions/issues.
3. **Enrollment Activity Report.** *This is to show the effectiveness of the Assisters with enrollment metrics* - An Excel spreadsheet to show: Pennie assister appointment requests, Pennie applications started, Pennie applications submitted, Referrals to Pennie-certified brokers, MA/CHIP applications started, MA/CHIP applications submitted, Agency referrals (SNAP, LIHEAP, etc.).
4. **Frequency** –
 - During OEP: Biweekly
 - Outside of OEP: Monthly

Offeror Response

- E. **Financial Report.** Content should be broken out by Offeror, Regional Organization, and Partner Entity.
 1. **Yearly costs associated with:**
Personnel, rent, training, travel, promotional materials, supplies, equipment, marketing, events, admin costs.
 2. **Monthly costs associated with:**
Personnel, rent, training, travel, promotional materials, supplies, equipment, marketing, events, admin costs.
 3. **Frequency:**
Included in **Quarterly Strategic Plan** to show where money was spent during the previous quarter.

Offeror Response

- F. **Incident Report.** Content Includes:
 1. **“Breach of protocol”** incidents including but not limited to: conflict of interest violations, privacy breaches, private health information breaches, and security breaches.
 2. **Frequency:** As incidents occur.

Offeror Response

- G. **Recommendations for Program Improvement Report.** Content will be as determined by Offeror. Report should describe the problem and its impact on the

overall project and/or affected task. It should list possible courses of action, risks and timelines for Offeror to take into consideration.

1. **Frequency:** As required.

Offeror Response

- H. **Annual Final Report.** A report for the Offeror to highlight, in a comprehensive but creative way, all outreach and enrollment activities, data collection, improvements, lessons learned, findings, conclusions, recommendations, and other data deemed necessary by the Pennie. This should be seen as a way to show all the work that was done throughout the plan year and the most recent Open Enrollment Period.

1. **Frequency:** Due February 28th.

Offeror Response

III-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part VI**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but Pennie may consider late objections and requests for additions if to do so, in Pennie's sole discretion, would be in the best interest of the Commonwealth. Pennie may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part VI**. All terms and conditions must appear in one integrated contract. Pennie will not accept references to the Offeror'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 Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part VI**. Pennie will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part VI or to other provisions of the RFP as specifically identified above.**

Offeror Response

PART IV

COST SUBMITTAL

IV-1. Cost Submittal.

The information requested in this **Part IV** shall constitute the Cost Submittal. The Cost Submittal shall be submitted electronically in accordance with **Part I, Section I-11A**. 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. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-8** of this RFP any questions about whether a cost or other component is included or applies. All Offerors 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 Offeror 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.

IV-2. Cost Submittal Content.

The Cost Submittal Worksheet consists of one all-inclusive cost which applies to each year served under the Contract. As noted in **Part I, Section I-22**, the term of this contract will be an initial term of four (4) years with two (2) two-year optional renewals for a total of eight (8) years if all optional renewals are exercised.

The data for the Offeror to input includes only their Company Name and the annual one year cost for services; all other costs will be calculated within the form.

Failure to fully complete and return this worksheet will deem the submittal as non-responsive.

IV.3. Billing and Payment.

By submitting the annual cost, the Offeror understands and acknowledges that billing of services and payment of that billing takes place on a monthly basis at one 12th of the annual cost. The Awarded Offeror shall submit an invoice reflecting the Purchase Order Number and the line item presented on the Fully Executed Purchase Order at the rate as approved by the Issuing Office, to the email address (RA-PWPENNIEProcuremt@pa.gov), within the first week of the month following the month service was provided. Additional information regarding Billing and Payment can be found in the Terms and Conditions.

PART V.1

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

V.1-1. SDB Participation Goals. The Issuing Office and BDISBO have set an SDB Participation Goal for this RFP which is listed on the SDB Participation Summary Sheet. The SDB Participation Goal was calculated based upon the market availability of SDBs for work scopes identified for this solicitation and an assessment of past performance under the prior contract. See **APPENDIX I, SDB/VBE Summary Sheet**.

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

V.1.2. Small Diverse Business (SDB) Participation Submittal Packet (Forms SDB-1, SDB-2, SDB-3, SDB-3.1, SDB-4, SDB-5). See **APPENDIX J**. The SDB Participation Submittal Packet 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-11 A & B**.

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 Status or entitle an Offeror to receive credit towards the SDB participation goal.

V.1.3. Contract Requirements—SDB Participation.

- A. SDB Participation Documents - See **APPENDIX J**. All documents completed and submitted by the selected Offeror 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) 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 participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
 - 1. Each SDB participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.

SDB PARTICIPATION INFORMATION Continued

2. For purposes of monitoring compliance with the selected Offeror's SDB participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.
3. The selected Offeror cannot alter its overall SDB commitment or commitments made to individual SDB subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage SDB commitment and individual SDB commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected Offeror and each SDB listed on the SDB Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB 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 in **APPENDIX L, Model Subcontractor Agreement**.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific time frame 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 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 will be paid for work satisfactorily completed within 14 calendar days of the selected offeror'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 offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB relative to the nature and level of the SDB's participation in the contract; and
 - e. The requirement that the SDB submit to BDISBO utilization reports.

SDB PARTICIPATION INFORMATION Continued

3. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal or associated documents (SDB Utilization Schedule and Letters of Commitment), the information listed in the SDB 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 offeror's SDB Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
4. If the selected offeror and a SDB listed on the SDB 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 offeror 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 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 subcontractor and any unpaid invoices over 30 calendar days old received from an SDB 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 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 subcontractors a requirement that the SDB 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 commitments.

SDB PARTICIPATION INFORMATION Continued

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB 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 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, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or Veteran Business Enterprise (VBE) status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in future procurements; 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.

PART V.2

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

V.2-1. VBE Participation Goals - See APPENDIX I, SDB/VBE Summary Sheet. The Issuing Office and BDISBO have set a VBE Participation Goal for this RFP which is listed on the VBE Participation Summary Sheet. The VBE Participation Goal was calculated based upon the market availability of VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

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

V.2.2. Veteran Business Enterprise (VBE) Participation Submittal Packet (Forms VBE-1, VBE-2, VBE-3, VBE-3.1, VBE-4, VBE-5). See APPENDIX K. The VBE Participation Submittal Packet 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-11 A & B.**

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 Status or entitle an Offeror to receive credit towards the SDB participation goal.

V.2.3. Contract Requirements—VBE Participation.

- A. VBE Participation Documents - See APPENDIX K. All documents completed and submitted by the selected Offeror in connection with 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 VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
 - 1. Each VBE participation commitment which was credited by BDISBO, and the total percentage of the VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth.
 - 2. For purposes of monitoring compliance with the selected Offeror's VBE participation commitments, the contract cost is the total amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.

VBE PARTICIPATION INFORMATION Continued

3. The selected Offeror cannot alter its overall VBE commitment or commitments made to individual VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage VBE commitment and individual VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected Offeror and each VBE listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the NBE 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 in **APPENDIX L, Model Subcontractor Agreement**.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific time frame 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 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 VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror'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 offeror's contract with the Commonwealth and that do not place disproportionate risk on the VBE relative to the nature and level of the VBE's participation in the contract; and
 - e. The requirement that the VBE submit to BDISBO utilization reports.
3. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's VBE

VBE PARTICIPATION INFORMATION Continued

Participation Submittal or associated documents (VBE Utilization Schedule and Letters of Commitment), the information listed in the 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 offeror's VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.

4. If the selected offeror and a 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 offeror must provide written notification to the issuing Agency and BDISBO.
5. The prime contractor must provide a copy of any required subcontract with an 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 VBE subcontractor and any unpaid invoices over 30 calendar days old received from an 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 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 VBE subcontractors a requirement that the 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.

VBE PARTICIPATION INFORMATION Continued

E. Noncompliance with VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the 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 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, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or Veteran Business Enterprise (VBE) status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in future procurements; 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.