



**Gold Coast  
Health Plan**<sup>SM</sup>  
A Public Entity

**Notice of  
Request for Proposal  
SHAREPOINT REDESIGN  
RFP-GCHP050115**

Ventura County Medi-Cal Managed Care Commission  
(VCMCC)

Gold Coast Health Plan  
Procurement Department  
711 East Daily Drive Suite 106  
Camarillo, CA. 93010-6082

**Table of Contents**

**A. Purpose, Description of Services and Background** ..... 3

    1. Purpose ..... 3

    2. Description of Services ..... 4

    3. Background ..... 5

**B. Time Schedule** ..... 6

**C. Contract Term** ..... 6

**D. Proposer Questions** ..... 7

    1. Question Deadline ..... 7

    2. How to Submit Questions ..... 7

    3. Verbal Questions ..... 7

**E. Intent to Bid** ..... 7

    1. General Information ..... 7

    2. Submitting Intent to Bid ..... 8

**F. Scope of Work (SOW) Requirements** ..... 8

**G. Qualification Requirements** ..... 8

**H. Conflict of Interest**..... 9

**I. Company Information** ..... 11

    1. Proposer Capabilities ..... 11

    2. Financial Stability Management ..... 12

**J. Corrections** ..... 14

**K. RFP Questions** ..... 14

**L. Contract Terms and Conditions** ..... 14

**M. Evaluation and Selection** ..... 14

**N. Bid Protest Procedure**..... 15

**O. RFP Checklist** ..... 17

**Required Attachments**..... 19

    Attachment 1      Vendor Information W-9 Form

    Attachment 2      Conflict of Interest Compliance

    Attachment 3      Client references

    Attachment 4      Pricing Form

    Attachment 5      Intend to Bid Letter

**Sample Contract Forms / Exhibits** ..... 19

    Exhibit A          Statement of Work Template

    (Standalone)      Professional Services Agreement

    (Standalone)      Business Associate Agreement

## A. Purpose, Description of Services and Background

### 1. Purpose

Gold Coast Health Plan (GCHP) is soliciting proposals from firms qualified to provide services to design, develop and implement SharePoint as a platform for GCHP, with an emphasis on making SharePoint a business enablement tool. Proposers must address all of the services and requirements described in this Request for Proposal (RFP).

GCHP intends to make a single Contract award to the most responsive and responsible firm earning the highest score. Cost will be a factor in the selection of the Contractor, but the selected Contractor will be the firm achieving the highest total score in this RFP.

It is important that the selected Contractor have the capability to meet the current needs of GCHP and meet future needs as they are identified.

At a minimum, the Contractor must meet the following criteria (not in priority order):

- 1.1 Knowledge and experience implementing a SharePoint Intranet.
- 1.2 Knowledge and experience implementing Government, Healthcare SharePoint projects.
- 1.3 Must have a minimum of 5 years' experience with implementing intranet solutions with SharePoint and have at least one implementation in the last 12 months.
- 1.4 Must be certified to work in the State of California.
- 1.5 Meet all current federal regulations for reporting in compliance with the Health Information Portability and Accountability Act (HIPAA).
- 1.6 Allow for GCHP implementation of policy and system changes quickly, at minimum cost.
- 1.7 Make Privacy and Security of all data a high priority and comply with all federal and State Privacy and Security requirements.

## 2. Description of Services

A number of innovative features are included as requirements in this RFP. Therefore, it is critical that interested Proposers carefully read, analyze, and understand all sections and provisions of the RFP.

The following requirements are key elements to the success of the project:

- i. New Site Collection or collections based on GCHP's requirements.
- ii. Design, develop and implement a Gold Coast Health Plan Intranet utilizing SharePoint 2013 and Office 365.
- iii. Setup of Department, Team and My Site Architecture.
- iv. SharePoint Governance Plan.
- v. Active Directory integration with site roles and security tied to Active Directory group membership.
- vi. Design, develop and implement Information Architecture.
- vii. Design, develop, and implement Enterprise Search capabilities.
- viii. Design, develop and implement SharePoint 2013 Security.
- ix. Design, develop and implement Forms (InfoPath, SharePoint Designer or 3<sup>rd</sup> party).
- x. Design, develop and implement Workflow (Out of Box or 3<sup>rd</sup> party depending on requirements).
- xi. Design, develop, and implement Office 365 platform strategy with emphasis on SharePoint.
- xii. Design, develop and implement of Document Management.
- xiii. Provide plan for Administration of SharePoint 2013 and Office 365.
- xiv. Design, develop and implement Records Retention plan (Out of Box or 3<sup>rd</sup> Party depending on requirements).
- xv. Provide and execute plan for file migration from old site collections to new site collections.
- xvi. Provide plan for Shared Drive migration.
- xvii. Design, develop and implement Line of Business integration with GCHP's core systems.
- xviii. Design, develop and implement Business Connectivity Services where applicable.
- xix. Design, develop and implement Enterprise Social and Collaboration plan.
- xx. Provide Site Administrator, Super User and End User Training.

## 3. Background

Gold Coast Health Plan is an independent public entity created by County Ordinance and authorized through Federal Legislation; however, Gold Coast Health Plan is not a county agency. The Ventura County Board of Supervisors approved implementation of a County Organized Health System (COHS) model, transitioning from fee-for-service Medi-Cal to managed care, on June 2, 2009. The purpose of Gold Coast Health Plan is to serve Medi-Cal beneficiaries, enhance the quality of healthcare, provide greater access, improve service and provide choice.

Gold Coast Health Plan proudly serves more than 170,000 Medi-Cal beneficiaries living in Ventura County, Calif. We are an independent public entity governed by the Ventura County Medi-Cal Managed Care Commission and are dedicated to serving

our members. The commission is comprised of locally elected officials, Providers, hospitals, clinics, the county healthcare agency and consumer advocates. Our *Member-first focus* centers on the delivery of exceptional service to our beneficiaries by enhancing the quality of healthcare, providing greater access and improving member choice.

From its inception, Medi-Cal has experienced increasing program costs, primarily as a result of spiraling growth in the caseload, utilization of service, and hospital costs. A Medi-Cal Reform Plan was enacted by statute in October 1971 (Chapter 577, Statutes of 1971) with the objective of developing an equitable statewide eligibility system, a uniform schedule of benefits for eligible's within a strong system of utilization and quality controls, and an improved system of health care delivery and health care financing for the program.

Modifications to the program are continually occurring because of federal and State legislation, departmental regulations, and other efforts to improve the program. Proposers should be aware that Contractor responsibility will include the planned and orderly implementation of the applicable provisions of all state and federal legislation and regulations whenever they may occur within the life of the contract.

## B. Time Schedule

Below is the tentative time schedule for this procurement.

Event	Date	Time (If applicable)
RFP Released	05/27/15	
<b>Intent to Bid Notification Due</b>	<b>05/28/15</b>	
RFP Review Conference Call	05/29/15	10:00am PST
Questions Due	06/05/15	
Proposal Due Date	06/12/15	
Contract Award Date	Within 30 days of the Proposal Due date if budget requirements are met.	
Proposed Start Date of Agreement	Within 30 days of contract award	

## C. Contract Term

The term of the resulting agreement is expected to be from contract execution to final acceptance/payment.

GCHP may extend the Contract if required. All contract extensions are subject to satisfactory performance of Scope of Work (SOW) Requirements, funding availability, and possibly approval by the Ventura County Medi-Cal Managed Care Commission (VCMCC).

The agreement term may change if GCHP makes an award earlier than expected or if GCHP cannot execute the agreement in a timely manner due to unforeseen delays.

The resulting Contract will be of no force or effect until it is signed by both parties and approved by GCHP, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.

## D. Proposer Questions

Immediately notify GCHP if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. E-mail your questions to the Procurement Lead (buyer) immediately. At its discretion, GCHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

Proposers that fail to report a known or suspected problem with the RFP and/or its accompanying materials or fail to seek clarification and/or correction of the RFP and/or its accompanying materials shall submit a Proposal at their own risk. In addition, if awarded the Contract, the successful Proposer shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

Following the question submission deadline, GCHP will summarize all general questions and issues raised and e-mail the summary and responses to all persons who requested this RFP. Responses will be released as soon as possible

### 1. Question Deadline

Proposers are encouraged to submit inquiries about this RFP to GCHP no later than **[5:00 pm PST]. on [06/05/2015]**. At its discretion, GCHP may contact an inquirer to seek clarification of any inquiry received.

Notwithstanding the initial question submission deadline, GCHP will accept questions or inquiries about the following issues if such inquiries are received prior to the Proposal submission deadline.

1.1 The reporting of RFP errors or irregularities.

### 2. How to Submit Questions

The preferred method for submitting RFP inquiries is that you e-mail the designated Procurement Lead (E-mail: [cwaites@goldchp.org](mailto:cwaites@goldchp.org))

### 3. Verbal Questions

Verbal inquiries are discouraged. GCHP reserves the right not to accept or respond to verbal inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on GCHP unless later confirmed in writing.**

**No inference should be drawn from any questions to which GCHP does not respond in writing.**

## E. Intent to Bid

### 1. General Information

Prospective Proposers are asked to notify the Procurement Lead (buyer) of this RFP of either their intention to submit a Proposal or to indicate the reason(s) for not submitting a Proposal. Failure to notify your Intent will not affect the acceptance of any Proposal.

## 2. Submitting Notification of Intent to Bid

[See attachment #5](#), and complete the form provided, then submit the Letter of Intent to Bid by the date listed in section B “Time Schedule” by E-mailing it to: [cwaites@goldchp.org](mailto:cwaites@goldchp.org)

## F. Scope of Work (SOW) Requirements

[See Exhibit A](#) (and Attachments) entitled, “Statement of Work” that is included in the Sample Contract Forms and Exhibits section of this RFP. Exhibit A (and Attachments) contains a detailed description of the services and work to be performed as a result of this procurement. This form is considered a working document and during this process, it should be modified by you based on your recommendation of solution.

## G. Qualification Requirements

Failure to meet the following requirements by the Proposal submission deadline will be grounds for GCHP to deem a Proposer nonresponsive. Evaluators may choose not to thoroughly review or score Proposals that fail to meet these requirements. If the Proposer is a subsidiary of another business entity and the Proposal relies in part on the business experience of the entity, these requirements of the RFP shall apply to the other business entity as well. A Proposer may demonstrate the requisite qualifications through the combined qualifications of the Proposer and its subcontractors (including consultants) qualifications. The subcontractor(s) and consultant(s) are responsible for meeting the overall requirements of the RFP along with the requirements for each of those areas of responsibility. In submitting a Proposal, each Proposer must certify and prove that it possesses the following qualification requirements.

At least three (3) consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five (5) years from the date of release of this RFP. It is possible to attain the experience types listed below during the same time period. Proposers must have the following experience:

### 1. Proposer Experience:

Describe experience and knowledge that qualifies the proposer to undertake this project. At a minimum, demonstrate the proposer possesses:

- 1.1 Vendor will be a Microsoft Gold Partner and have gold competencies around content and collaboration.
  - 1.2 Vendor will have on staff a SharePoint MVP.
  - 1.3 Vendor must use Microsoft Gold Partners for any 3<sup>rd</sup> party application integration.
  - 1.4 Vendor must use Microsoft Best Practices for SharePoint.
2. Proposers must certify they have read and are willing to comply with all proposed terms and conditions addressed in the RFP including the terms appearing in the referenced Contract exhibits.
  3. **[Corporations]** Corporations must certify they are in good standing and qualified to conduct business in California.

4. Proposers must have a past record of sound business integrity and a history of being responsive to past Contractual obligations.
5. Proposers must certify they are financially stable, solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from GCHP. If the Proposer is a subsidiary of a corporation, the corporation must provide financial guaranty executed by a dually authorized officer of that corporation.
6. Proposers must certify their Proposal response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services Contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation.
7.
  - 7.1 PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services Contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services Contract.
  - 7.2 PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement. Consultants and employees of a firm that provides consulting advice under an original consulting Contract are not prohibited from providing services as employees of another firm on a follow-on Contract, unless the persons are named Contracting parties or named parties in a subcontract of the original Contract.
  - 7.3 PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void Contract, and/or imposition of criminal penalties.
8. The winning Proposer must supply, before Contract execution, **proof of liability insurance** that meets the requirements Exhibit A,
9. Proposers must certify and submit proof that no prohibited conflict of interest exists. Detailed requirements are outlined in [Attachment #2](#) Conflict of Interest Compliance.

## H. Conflict of Interest

The purpose of this section is to clarify Gold Coast Health Plan's (GCHP) position on potential conflicts of interest which may arise when Consultants or Contractors (Proposers) perform work for GCHP relating to potential design-build projects.

Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other persons, the Proposers is unable or potentially unable to render impartial assistance or advise GCHP; the Proposer's objectivity in performing the contract work is or might be otherwise impaired; or the Proposer has an unfair competitive advantage. The policies and guidelines concerning the conflicts of interest found herein will be specified or referenced in the design-build Request for Proposal documents as well as any contract for the engineering services, inspection, or technical support in the administration of the design-build Program or Projects.

A conflict of interest checklist will be provided to and is to be used by all Proposers, including sub-consultants, to assist in screening for potential organizational conflicts of

interest. The checklist, which will provide various examples of conflicts, is for the internal use of the Proposers and does not need to be submitted to the Department. The checklist will only serve as a guide, and there may be additional potential conflict situations not covered by the checklist. If a Proposer determines a potential conflict of interest exists that is not covered by the checklist, that potential conflict must still be disclosed.

After review of the checklist, the Proposers **must complete & sign** the Disclosure of Potential Conflict of Interest and submit it along with the proposer's proposal. If the Proposer determines a potential conflict of interest exists, it must disclose the potential conflict of interest to GCHP; however, such a disclosure will not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid neutralize or mitigate all potential conflicts. To avoid any unfair taint of the selection process, the disclosure form will be provided separate from the bound proposal, and it will not be provided to the sourcing team members. GCHP's contract management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Proposer may be awarded the contract notwithstanding the potential conflict. GCHP's contract management personnel may consult with its Legal Resource or the Ventura County Medi-Cal Managed Care Commission (VCMCC).

Resolution of the conflict of interest issues is ultimately at the sole discretion of the GCHP. GCHP reserves the right to cancel or amend the resulting contract if the successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if the Proposer provided information on the disclosure form that is false or misleading. After award, conflict of interest guidelines and policies shall continue to be monitored and enforced. If an organizational conflict of interest is discovered after award, the Proposer will make an immediate and full written disclosure to GCHP that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Proposer was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, GCHP may terminate for default. If the Proposer is terminated, GCHP assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer. GCHP recognizes that the Proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. GCHP will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of GCHP to disqualify Proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Proposer's ability to provide objective advice to GCHP. GCHP would seek to disqualify Proposers only in those cases where a potential conflict cannot be adequately mitigated.

Based upon the guidance of State and Federal laws, codes, regulations and policies, the following approach to conflict of interest will apply:

Consultants will NOT be allowed to participate as a Proposer or to join a design-build team if, including but not limited to:

- 1.1 The Consultant is GCHP's general consultant to the design-build of the Scope of Work.
- 1.2 The Consultant has assisted GCHP in managing or assisting in the management of this design-build project, including the preparation of Request for Proposal (RFP) language or evaluation criteria.
- 1.3 The Consultant has obtained any advice from, or discussed any aspect relating to the project or procurement of the project with any person or entity with a conflict of interest, including but not limited to the Consultants of any

entity who have provided technical support on the design-build project or program.

Consultants who may have potential conflicts of interest in relation to the design-build program or project and wish to participate as a Proposer or join a design-build team must:

- 2.1 Conform to federal and state conflict of interest rules and regulations.
- 2.2 Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, and sub-consultants and or subcontractors and their respective chief executives, directors and key personnel) which may result, or could be viewed as an organizational conflict of interest in connection with any design-build procurement including present or planned contractual or employment relationships with any current employee of GCHP.
- 2.3 Disclose in the response documents to a design-build Request for Qualifications (RFQ) and RFP, all of the work performed in relation to the design-build program and project.
- 2.4 Provide ALL records of such work performed for GCHP so that all information can be evaluated and made available to all potential design-build teams, if necessary.
- 2.5 Ensure that the Consultant's contract with any related entity to perform services related to the design build project or program has expired or has been terminated.
- 2.6 In cases where Consultants on different Consultant teams belong to the same parent company, each Consultant describes how the Sub-consultants and or subcontractors would avoid conflicts through the qualification bid phases of the project.

Upon review of the information provided above, GCHP will determine, in its sole discretion, if the consultant has obtained an unfair competitive advantage.

- 3.1 For other potential conflicts of interest not mentioned above, (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest) Consultants shall disclose and address any conflicts of interest or potential conflicts of interest when participating as a Proposer or joining a design-build team. GCHP will then determine if a conflict of interest exists.
- 3.2 The successful Proposer or firms affiliated with this Proposer are prohibited from competing on any agreement to provide professional services for the design-build project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. Except for sub-consultants whose services are limited to providing surveying or material testing information, no sub-consultants who provided design services in connection with the design-build project shall be eligible to compete for any agreement to provide construction inspection services for the design-build project.

Notes – The forgoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations. Unless otherwise stated, "Consultant" or "Proposers" shall mean prime consultant or prime contractor and sub consultants and subcontractors performing services for the prime.

## **I. Company Information**

### **1) Proposer Capability Section**

- 1.1 Include a brief history of the proposing firm, including:
  - 1.1.1 Date of establishment. If applicable, explain any changes in business history (i.e., name change, ownership, partnership arrangements, etc.) or organizational structure that will assist GCHP in determining the qualifications of the proposing firm.
  - 1.1.2 A description of the proposing firm's goals that are relevant, closely related, or will complement this project.
- 1.2 Indicate any relevant past experience with Medi-Cal, Medicare, and/or other health payers.
- 1.3 Describe recent experience that qualifies the proposing firm to undertake this project. At a minimum, demonstrate the proposing firm possesses current experience of the types listed in this section. Proposers must have experience or knowledge in the following areas:
- 1.4 Briefly, describe the accounts or work projects begun and/or completed in the past three (3) years that involved services similar in nature or closely related to the SOW Requirements in this RFP. For each account or project listed, include the following information:
  - 1.4.1 Name of agency or firm for whom services were performed.
  - 1.4.2 Duration or length of the project.
  - 1.4.3 Total cost or value of the project.
  - 1.4.4 Indicate if the account or project is "active/open" or "closed/settled".
  - 1.4.5 Describe briefly the type and nature of the services performed.
- 1.5 Briefly describe any experience that demonstrates the proposing firm's ability to establish and maintain effective working relationships with government entities, local community based organizations, and private nonprofit organizations.
- 1.6 By submitting a Proposal, Proposers agree to authorize GCHP to:
  - 1.6.1 Verify any and all claims made by the Proposer including, but not limited to verification of prior experience and the possession of other qualification requirements, and proposed system details.
  - 1.6.2 Check any reference identified by a Proposer or other resources known by GCHP to confirm the Proposer's business integrity and history of providing effective, efficient and timely services.

## 2) Financial Stability Management

In order to safeguard the interest of GCHP and in order to insure that a Proposer has the financial wherewithal to conduct this Contract, the Proposer shall supply the following information, as appropriate:

Proposers shall submit a Financial Stability Plan incorporating the following data discussed in items A and B, below, for the past two (2) corporate fiscal years of the Proposer and the interim period from the end of the last full fiscal year up to and including the date specified for submission of Narrative Technical Proposals.

If the Proposer is a subsidiary of any other legal entity and the financial resources of the Parent Corporation are required to qualify the subsidiary for competition under this procurement, the financial stability submission requirements for this section shall apply to the Parent Corporation.

2.1 **Audited statements are preferred, but not required.** GCHP will accept financial statements prepared by your financial accounting department, accounting firm or an auditing firm. GCHP will accept financial:

2.1.1 Proposer's annual financial statements for the last two (2) fiscal years.

2.1.2 Proposers must include an organization history of claims of bankruptcy, receivership, questioned cost, repayment of funds, failure to fulfill contract and criminal or civil legal actions that name the organization or administrative/supervisory staff that have occurred during the past five (5) years. If you supply audited financial statements, all noted audit exceptions must be explained.

## 2.2 **Certification**

All financial data submitted in this RFP shall be accompanied by a signed statement from the Proposer or parent corporation(s) Chief Executive Officer or Chief Financial Officer or designee certifying that the data is current, accurate, and complete.

## 3) **Overall Project Management Plan**

### 3.1 Overview of Overall Management Project Plan

3.1.1 The Overall Project Plan must be developed in a standardized Project Plan format (such as Microsoft Project) and must include the step-by-step actions that will be carried out to fulfill all of the SOW Requirements for the project (refer to Exhibit A).

3.1.2 The Overall Project Plan will facilitate tracking of project phases and the key stages, activities and tasks required to fulfill the requirements of this RFP. The Overall Project Plan will incorporate all periods of the project, and task levels should be identified at a quarterly level (3 months).

3.1.3 If the nature of a task or function hinders specific delineation of methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches, or procedures that will be used to accomplish the task or function. Also, describe, in this instance, how the proposing firm will propose the ultimate strategies and detailed plans to GCHP for full consideration and approval before proceeding to carry out the task.

### 3.2 Overall Project Plan Content

The proposer must include:

3.2.1 A preliminary proposed project plan in electronic form using a standardized project plan schedule format (such as Microsoft Project). The requirements for a Project Plan are detailed in Exhibit A the overall plan must

demonstrate that the Proposer understands GCHP's timeline for all contract phases.

3.2.2 An overall timeline to support the periods identified in this RFP. Activities, tasks, milestones, deliverables and task dependencies and resources for delivering the proposed solution should be included. If, for any reason, the Project Plan does not address each of the SOW Requirements, the Proposer must fully explain each omission.

3.2.3 Task levels for the Overall Project Plan Schedule should be presented at a quarterly level.

**3.2.4 The Project Plan is due at the kick-off meeting between GCHP and the winner of this RFP.**

## J. Corrections

In addition to the rights discussed elsewhere in this RFP, GCHP reserves the following rights.

RFP Corrections:

- 1) GCHP reserves the right to do any of the following up to the Proposal submission deadline:
  - 1.1 Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
  - 1.2 Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
  - 1.3 Waive any RFP requirement or instruction for all Proposers if GCHP determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
  - 1.4 Allow Proposers to submit questions about any RFP change, correction or addenda. If GCHP allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by GCHP to remedy an RFP error or defect that is not detected in a timely manner, GCHP may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFP requirement or instruction after the Proposal submission deadline.
- 3) If GCHP decides, just before or on the Proposal due date, to extend the submission deadline, GCHP may choose to notify potential Proposers of the extension by fax, email, or by telephone. GCHP will follow-up any verbal notice in writing by fax, email, or by mail.

## K. RFP Questions

Attached are the technical questions pertaining to this RFP. Please answer all the questions to the best of your ability and ensure your answers are accurate. Click the below icon to open the questions form.

## L. Contract Terms and Conditions

After the RFP is awarded, the winning Proposer must submit a Contract using the GCHP [Professional Services Agreement template](#) that contains Exhibit A, Exhibit B and Exhibit C as part of the Proposer's Agreement Proposal. Anything in the RFP or Proposal will be incorporated in to the Contract.

The exhibits identified in this RFP contain Contract terms that require strict adherence to various laws and Contracting policies. **A Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause GCHP to deem a Proposer non-responsible and ineligible for an award.** GCHP reserves the right to use the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

Note: Pro forma Contract language will be in past tense because it will be the Contract.

The exhibits in this RFP contain terms and conditions that must be included in the final agreement between GCHP and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., Contract total exceeds a certain amount, federal funding is used, etc.).

**GCHP will not accept alterations to the, Business Associate Agreement or Reimbursable Expense Guidelines, or alternate language that is proposed or submitted by a prospective Contractor. GCHP will consider a Proposal containing such provisions "a counter Proposal" and GCHP may reject such a Proposal as nonresponsive.**

Proposers are responsible for all costs of developing and submitting a Proposal. Such costs cannot be charged to GCHP or included in any cost element of a Proposer's price offering.

## M. Evaluation and Selection

A multiple stage evaluation process will be used to review and/or score the proposer's RFP information. An evaluation committee will be used for all stages during the evaluation and selection process. The evaluation committee is comprised of two (2) groups:

1. The **Sourcing Team** consists of GCHP Project Manager, Business Unit Subject Matter Experts (SME) and a Procurement Representative. The Sourcing Team will interact with the proposer throughout the evaluation process if needed. In fulfilling its functions, the Sourcing Team may consult with any appropriate individuals within GCHP, other State departments, or consultants.
2. The **Executive Review Committee** (ERC) consists of GCHP Executive

management officials (CEO, CFO, COO, CIO & CMO). The ERC acts as a final decision-making authority for Proposal evaluation issues without knowledge of any bidder to which the issue applies. The ERC assures all appropriate processes have been followed. Additionally, the ERC may seek independent review or advice from individuals, including internal auditors, from within GCHP or elsewhere regarding issues including, but not limited to, procurement policy matters and/or Cost Proposal deficiencies, and acceptability. Finally, the ERC provides final approval of the procurement process in order to determine the awardee.

3. **Unanticipated Tasks** - In the event unanticipated or additional work must be performed that is not identified in this RFP, but in GCHP's opinion is necessary to successfully accomplish the SOW Requirements, GCHP will initiate a Contract amendment to add that work. All terms and conditions appearing in the final Contract including the salary/wage rates, unit rates and/or other expenses appearing on the Proposer's Pricing Form will apply to any additional work and extension options.
4. **Resolution of Language Conflicts (RFP vs. Final Agreement)** If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this RFP, any inconsistency or conflict will be resolved by giving precedence to the final agreement.

## N. Bid Protest Procedure

### Notice of Intent to Protest

1. An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Procurement Lead. The notice of intent to protest must be in writing and must reach the Procurement Lead within the 5 working days after the notice of award is made. Failure to give written notice by Close of Business on that 5<sup>th</sup> day shall waive the right to protest.

**Authority: Section 12126, Public Contract Code.**

**Reference: Sections 12125-12130, Public Contract Code.**

### Filing a Protest

1. A protest is filed by mailing the submission of a detailed written statement of protest and any exhibits to:

Gold Coast Health Plan  
Chief Executive Office  
711 E. Daily Drive  
Camarillo, CA. 93010

The submission of protest must include the RFP ID # and the name of the Procurement Lead of the RFP. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

2. The postmark date or equivalent shall be used to determine timeliness.
3. The postmark date or equivalent must be within 5 working days from the notice of intent protest notification date.

**Authority: Section 12126, Public Contract Code.**

**Reference: Sections 12125-12130, Public Contract Code.**

### Grounds for Protest

1. The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
2. Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been

selected.

3. Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.
4. The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

**Authority: Section 12126, Public Contract Code.**

**Reference: Sections 12125-12130, Public Contract Code.**

### **Detailed Written Statement of Protest**

1. The Detailed Written Statement of Protest must include the grounds upon which the protest is made.
2. The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
3. For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.
4. For other acquisition protests, the detailed written statement of protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
5. For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.
6. The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the CEO may request that a Protestant submit such information on computer compatible diskette or by other electronic means (e-mail) if the Protestant has the ability to do so.
7. Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the detailed written statement of protest referenced by page number, section and/or paragraph and line number, as appropriate.
8. The detailed written statement of protest shall not be amended.
9. Protestant(s) may not raise issues afterwards which were not addressed in the detailed written statement of protest.
10. A Protestant who fails to comply with this subsection waives Protestant's right to protest.

**Authority: Section 12126, Public Contract Code.**

**Reference: Sections 12125-12130, Public Contract Code.**

### **Review by Chief Executive Officer**

1. The CEO shall review the detailed written statement of protest within 15 working days after receipt of the protest to determine if the protest is Frivolous and will notify the Protestant of the option to withdraw or proceed in arbitration.
2. If Protestant withdraws the protest within 2 working days after the notification by the CEO of a preliminary determination of Frivolousness, the CEO shall withdraw the preliminary finding of Frivolousness.

**Authority: Section 12126, Public Contract Code.**

**Reference: Sections 12125-12130, Public Contract Code.**

**Public Records Act (Bids)**

Section 119.071(1)(b)1.a, F.S., provides an exemption for "sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals" until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a), F.S., or within 10 days after bid or proposal opening, whichever is earlier. *And see* s. 119.071(1)(b)1. b., F.S., providing a temporary exemption if an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals; s. 119.071(1)(b)2.a., F.S., providing a temporary exemption for a competitive sealed reply in response to an invitation to negotiate, as defined in s. 287.012, F.S.; and s. 119.071(1)(b)2.b., F.S., providing a temporary exemption if an agency rejects all competitive sealed replies in response to an invitation to negotiate and concurrently provides notice of its intent to reissue the invitation to negotiate and reissues the invitation to negotiate as provided in the exemption.

Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from disclosure requirements. Section 119.071(1)(c), F.S. *See also* s. 119.0713(4), F.S., providing a limited exemption for materials used by municipal utilities to prepare bids.

**O. RFP Checklist****Did you?**

Read through the RFP?	<input type="checkbox"/>
<b>SECTION D</b>	
Develop any questions for GCHP to answer?	<input type="checkbox"/>
<b>SECTION E</b>	
Did you complete, sign and send the Intent to Bid to the Procurement Lead? (attachment 5)	<input type="checkbox"/>
<b>SECTION H</b>	
Did you complete and sign the Conflict of Interest checklist (see Attachment #2)	<input type="checkbox"/>
<b>SECTION I</b>	
Did you submit your Company information for the criteria listed in Section I - 1a thru 1f?	<input type="checkbox"/>
Did you submit your Financial Information for the criteria requested in Section I - 2 a thru 2b?	<input type="checkbox"/>
Did you read the Project Plan requirements listed in Section I - 3a thru 3b	<input type="checkbox"/>
<b>SECTION K</b>	
Did you answer all the technical questions on the excel spreadsheet attached in section K and then attach your answers?	<input type="checkbox"/>
<b>ADDITIONAL TASKS</b>	
Did you fill out the Statement of Work and attach it?	<input type="checkbox"/>
Did you add your company name/date to the BAA template, sign it and attach it?	<input type="checkbox"/>
Did you complete the Vendor Information Form (Attachment 1)?	<input type="checkbox"/>
Did you fill out the W-9 and attach it (if applicable)?	<input type="checkbox"/>
Did you fill out the Pricing Form and attach it?(attachment 4)	<input type="checkbox"/>

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## Download Free Document Readers

This RFP contains links to documents in formats which cannot be directly opened by your web browser. If you don't already have software which supports these formats, you may follow the links below to download the free readers which can open these documents.

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### Microsoft Word Viewer (.doc and .rtf extensions)

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### Microsoft Excel Viewer (.xls extension)

[Excel Viewer 2007](#) Windows Vista and XP

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The federal Rehabilitation Act Section 508 requires that the above free viewers must themselves comply with the accessibility guidelines. Below are links to the Voluntary Product Accessibility Templates (VPATs) for these products:

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[Microsoft Office Viewers](#)

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<b>Attachment #, Name, or Documentation</b>	<b>Instructions</b>	<b>File</b>
1 - Statement of Work Exhibit A	Fill out the attached Statement of Work Template with your implementation schedule and pricing information and submit a draft (unsigned) copy with your RFP response.	
2 – Professional Services Agreement	This is GCHP's standard service agreement template.	
3 - Business Associate Agreement	This is an As-Is agreement for GCHP. GCHP requires you to sign this agreement and submit the signed copy with your RFP. If chosen as the winner you will receive a fully signed copy of this document for your records.	
4 - Vendor Information Attachment 1	Complete this vendor setup form with attached W-9 (if you have not done so with GCHP)	
5 - Conflict of Interest Attachment 2	Complete this form, sign it and return the signed original with your RFP.	
6 - Client References Attachment 3	Complete this form, and return it with your RFP.	
7 - Pricing Form Attachment 4	Complete this form, and return it with your RFP. This is a required form.	
8 - Intent to Bid Attachment 5	Complete this form, digitally sign it and return It to the Procurement Lead within 48 hours of receiving the RFP. This is a required form.	

**THIS IS THE LAST PAGE OF THE RFP**