

HAWAII HEALTH CONNECTOR

REQUEST FOR PROPOSALS

FOR

Market Research, Communication Strategy, and Public Relations

RFP No. 2012/003

RFP Issued: September 5, 2012

Notice of Intent to Submit Proposals Due: September 17, 2012

Proposals Due By: October 1, 2012

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VITAL DATES

EVENT	DATE
RFP Announcement	September 5, 2012
Deadline to Submit Notification of Intent to Submit Proposal	4:00 p.m., September 17, 2012
Deadline for Written Questions from Offerors	4:00 p.m., September 17, 2012
Connector to Provide Answers to Written Questions from Offerors	4:00 p.m., September 21, 2012
Proposals Due	4:00 p.m., October 1, 2012
Possible Interviews and/or Presentations	The Week of October 8, 2012
Evaluation Committee Selects Preferred Offeror	Up to 30 Days From Receipt of Proposals
Contract Review and Execution by Preferred Offeror	The Preferred Offeror Will Have 14 Days From Submission of the Contract to Execute the Contract
Submittal to Board for Approval	Upon Completion of Contract Negotiations
Contract Award	Up to 30 Days After Board Approval

Section 1: Introduction

1.1 Background on the Connector

The Federal Patient Protection and Affordable Care Act enacted in March 2010 (Public Law 111-148 and 111-152) (the “ACA”) created new mechanisms for comparing and obtaining health care coverage known as Health Benefit Exchanges (“Exchanges”). Under the ACA, Exchanges must be operational in each state by January 1, 2014 and must be ready to go “live”—meaning Exchanges must be ready for consumers to shop and compare policies—by October 2013. States such as Hawaii wishing to operate a “State-Established Exchange” must be certified by January 2013 or the U.S. Department of Health and Human Services will establish an Exchange on the state’s behalf.

The intent of the Exchanges is to allow individuals and small businesses to compare and shop for health insurance plans in a transparent online marketplace and to encourage an expanded competitive market for health insurance. Exchanges will also provide the ability to apply for and receive Medicaid services and federal tax subsidies. All services provided by the Exchanges will be performed in a streamlined process allowing consumers to easily understand their health care options and benefits.

The Hawaii Health Connector is a Hawaii nonprofit organization that was established to create and manage Hawaii’s Exchange. Additional information about the Connector is available on its website at www.hawaiihealthconnector.com.

1.2 Definitions

For the purposes of this RFP and any resulting Contract, the following terms shall have the following definitions:

- “Connector” means the Hawaii Health Connector.
- “Contract” means the contract entered into with the Contractor in response to this RFP.
- “Contractor” means the Offeror selected by the Connector who eventually signs a Contract with the Connector.
- “Offeror” means a vendor submitting a Proposal in response to this RFP.
- “Procurement Administrator” means the Connector employee responsible for managing this RFP.
- “Proposal” means the Offeror’s proposal submitted in response to this RFP.

- “Responsive Proposal” means a Proposal that complies with the provisions of this RFP.
- “RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda thereto.

1.3 Overview of the RFP Process

This RFP is designed to provide Offerors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Connector’s benefit and is intended to provide the Connector with competitive information to assist in the selection process. To the extent Offeror believes there are any gaps in the RFP, it is up to Offeror to fill in such gaps when drafting its Proposal. Each Offeror is responsible for determining all factors necessary for submission of a Responsive Proposal.

Section 2: Administrative Information

2.1 Procurement Administrator

The Procurement Administrator for this project shall be:

Kathy Mitchell
Grants Compliance Manager
Attn: RFP No. 2012/03
Hawaii Health Connector
201 Merchant Street, Suite 1810
Honolulu, HI 96813
kathy@hawaiihealthconnector.com

Offerors on the list of interested offerors will be notified if the Procurement Administrator changes during the procurement.

2.2 List of Interested Offerors

Offerors who notify the Procurement Administrator of their intent to submit a Proposal by the deadline listed in “Vital Dates” will be placed on a list of interested offerors. An Offeror’s intent to submit a proposal is not binding, and Offerors may opt not to submit a proposal. The Connector will send notices of RFP addenda to the list of interested Offerors. Offerors who fail to notify the Procurement Administrator of their intent to submit a proposal by the deadline listed in “Vital Dates” may nevertheless submit a Proposal, but they may not receive addenda or other notices.

2.3 Restriction on Communications

From the issue date of this RFP until the Evaluation Committee announces its preferred Contractor, all communications related to this RFP must be with the Procurement Administrator, and all such communications must be in writing. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFP. Oral questions will not be accepted. Offerors may be disqualified if they contact any employee or affiliate of the Connector regarding this RFP.

2.4 Questions, Requests for Clarification, and Suggested Changes

Offerors are invited to submit written questions and requests for clarifications regarding this RFP. Offerors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Procurement Administrator before the date and time listed in “Vital Dates.” If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFP, Offeror shall reference the page and section number. If the

Connector decides to answer a question or adopt a suggestion that modifies this RFP, the Connector will issue an addendum to this RFP.

2.5 Amendment and Withdrawal of This RFP

The Connector reserves the right to amend or withdraw the RFP at any time and for any reason. Amendments and or notices of withdrawal will be sent to the list of interested Offerors.

2.6 Amendment and Withdrawal of Proposals

Offerors may amend or withdraw their Proposals at any time before the Proposal deadline listed under “Vital Dates.” The amendment must be in writing, signed by Offeror, and received by the time set for the receipt of Proposals. Offerors must notify the Procurement Administrator in writing prior to the deadline for Proposals if they wish to completely withdraw their Proposals.

2.7 Submission of Proposals

The Procurement Administrator must **receive** the Proposal by the deadline listed under “Vital Dates.” It is Offeror’s responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. E-mailed and faxed Proposals will not be accepted.

2.8 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of Offeror.

2.9 No Commitment to Contract

The Connector reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Connector to award a contract.

2.10 Rejection of Proposals

The Connector may reject outright and not evaluate any Proposal that does not comply with the terms of this RFP.

2.11 Nonmaterial Variances

The Connector reserves the right to waive or permit cure of nonmaterial variances in a Proposal if, in the judgment of the Connector, it is in Connector’s best interest to do so. The determination of materiality is in the sole discretion of the Connector.

2.12 Reference Checks

The Connector reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss Offeror's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.13 Information From Other Sources

The Connector reserves the right to obtain and consider information from other sources concerning an Offeror, such as Offeror's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, Offeror's financial stability, past or pending litigation, and other publicly available information.

2.14 Proposal Clarification Process

The Connector reserves the right to contact an Offeror after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, or requests for corrective pages in Offeror's Proposal. The Connector will not consider information received from or through Offeror if the information materially alters the content of the Proposal or the type of services Offeror is offering to the Connector. An individual authorized to legally bind Offeror shall sign responses to any request for clarification. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.15 Disposition of Proposals

All Proposals become the property of the Connector and shall not be returned to Offeror.

2.16 Requests for Confidential Treatment

Any Proposal submitted which contains information for which Offeror is requesting confidential treatment must be conspicuously marked by Offeror on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.

Failure to properly identify specific information as confidential shall relieve the Connector from any responsibility to treat such information as confidential. Information not marked confidential may be viewed by the public or a competitor, or may be released in any way.

2.17 Release of Claims

By submitting a Proposal, Offeror agrees that it waives and releases all claims or causes of action against the Connector based on any misunderstanding concerning the information provided in this RFP or concerning the Connector's failure, negligent or otherwise, to provide Offeror with pertinent information in this RFP.

2.18 Offeror Presentations

At the sole discretion of the Connector and/or its Evaluation Committee, Offerors may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Contractor. This process is intended to allow Offerors to demonstrate their proposed solutions and clarify any elements of their Proposal. Any cost associated with interviews, presentations, and/or demonstrations will be borne solely and entirely by Offeror. The presentation may occur at the Connector's offices, via the Internet, or at another location as specified by the Connector.

2.19 Award Notice and Acceptance Period

A "Notice of Intent to Award" will be sent to all Offerors submitting a timely Proposal. Negotiation and execution of the Contract(s) shall be completed no later than 14 days from the date of the Notice of Intent to Award or such other time as designated by the Connector. If the successful Offeror fails to negotiate and deliver an executed Contract by that date, the Connector, in its sole discretion, may cancel the award and award the Contract to another Offeror the Connector believes meets this RFP's requirements and will provide the best value to the Connector.

2.20 No Contract Rights Until Execution

No Offeror shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Offeror and the Connector.

2.21 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the United States and of the State of Hawaii, without regard to principles of conflicts of law. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate federal or state courts in the State of Hawaii on the island of Oahu.

2.22 Contract Completion and Back-Up Offeror

The Contract will be delivered to the selected vendor promptly upon notice of award of Contract by the Connector. The terms and conditions of the contract will be consistent in all material respects to the RFP and any addenda.

Time will be of the essence in executing the Contract. The selected Offeror will be required to execute the Contract and to submit any documents that may be required in order to enter into the Contract as soon as possible, but in no event later than 14 calendar days after the date of the delivery of the Contract by the Connector. If the selected Offeror does not execute the Contract and submit the related Contract materials within the foregoing time period, the award of the Contract may be withdrawn and given instead to the Offeror with the next highest score.

2.23 Protests

Any actual or prospective Offeror who believes it is aggrieved in connection with the solicitation or award of a Contract hereunder may protest to the Executive Director of the Connector. Such a protest shall be submitted in writing within five working days after the aggrieved Offeror knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five working days after the award of the Contract; provided further that no protest based upon the content of the RFP or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.

The Executive Director of the Connector or a designee may settle and resolve a protest concerning the solicitation or award of a contract hereunder. If the protest is not resolved by mutual agreement, the Executive Director of the Connector or a designee shall promptly issue a decision in writing to uphold or deny the protest.

Section 3: Project Overview

3.1 Project Proposals

The work required by this RFP is divided into three segments: market research, communication strategy (including public outreach and educational material), and public relations. Offerors may submit proposals for one, two, or all three segments. Each segment will be evaluated and awarded independently, and an Offeror who submits a Proposal for multiple segments may be awarded less than all of the segments they seek. Contract awards for Offerors evaluated for market research and communication strategy are contingent on receipt of Federal funding.

3.2 Project Segments

This RFP seeks innovative and demographically appropriate communication strategies that are appropriate and individualized to meet Hawaii's unique landscape. This RFP seeks public relations services that reach out to all of Hawaii's diverse populations including, but not limited to, federally recognized tribal residents, small businesses, and the Native Hawaiian communities. The services required for each of these segments, which are outlined in more detail in the Scope of Work, include the following:

- Market Research—enable Connector staff to better understand and develop materials that will raise public awareness statewide. Information will include resources and in-depth studies to ensure effective communication that is easily understood and implemented in both densely populated and rural areas.
- Communication Strategy—will provide a detailed plan of action for the communications and community outreach team that fully saturates all communities statewide with accurate and helpful information regarding the Connector.
- Public Relations—assist in developing a public awareness campaign for optimal Exchange awareness statewide that is sensitive to the multi-cultural population.

3.3 Goal

The ultimate goal of this RFP is to obtain detailed price, work plan, and timeline proposals for (1) market research, (2) communication strategy that will educate and bring awareness of the benefits of the Connector and (3) public relations that will campaign statewide. Each of these three segments are inter-connected to the extent that they may draw information from another segment's work results, but can be performed exclusively by a single vendor. Each segment is deliberately planned to build upon the others while, at times, occurring simultaneously. Due to the timeframe in which the Connector must become operational and available to consumers, it is imperative that each segment work in coordination with the other.

Proposals will be evaluated, and an Offeror will be selected, for individual or multiple segments.

3.4 Multiple Contracts

This RFP may result in the issuing of more than one contract to an Offeror, or the issuing of three contracts to three different Offerors.

3.5 Sub-Contractors

Proposals from single organizations equipped to carry out all actions, or from a lead contractor with subcontractors, are welcomed. If an Offeror proposes to carry out actions within this RFP with the assistance of subcontractors, those subcontractors must be specifically identified in the Proposal.

3.6 Term of the Contract

- Segment 1, Market Research: The contract will begin on the date stated within the contract and is expected to complete August 23, 2013.
- Segment 2, Communication Strategy Plan: The contract will begin on the date stated within the contract and is expected to complete August 23, 2013.
- Segment 3, Public Relations: The contract will begin on the date stated within the contract and is expected to complete August 23, 2013.

3.7 Additional Items

All proposals must be responsive to the RFP in all material respects. Contingent proposals and/or conditional bids (i.e., bids to receive a contract other than as provided for in the RFP) will not be accepted.

Alternate proposals, however, will be considered (whether for alternative contractual terms and conditions or any other provisions set forth in the RFP) if offered as an option to the Offeror's primary proposal and if in the best interests of the Connector. Offerors are encouraged to propose additional components or activities if they will substantially improve the results of the project. These items should be separated from the required items and the price proposal. These alternate items, if included, must also include a timeline and subsequent price proposal. Receipt of alternates shall not be construed to mean that the Connector must accept or approve any alternates proposed.

Section 4: Scope of Work

This RFP seeks Proposals to assist the Connector in outreach, communications and marketing for an Exchange. As outlined in more detail below, all Proposals must include a work plan with detailed price estimates; a timeline with implementation estimates; and sample materials for each segment on which the Offeror submits a Proposal. Offerors may submit Proposals for one, two, or three segments.

Contractors must be flexible and must be able to respond to the changing circumstances associated with developing an Exchange, especially in relation to government policies, procedures, legislative changes, and federal rules and guideline updates.

Offerors are encouraged to propose additional tasks or activities that Offerors believe will substantially improve the results of the project.

4.1 Segment 1: Market Research

To better understand the communications, public awareness, and engagement strategies that will be most effective in educating Hawaii residents about the Connector, in depth market research to include demographic studies is necessary. Research will provide information that is paramount to developing the components in which the Connector will deliver a statewide public awareness campaign. Research will need to define target audiences and propose effective strategies for comprehensive communications that capture attention and are easily understandable.

Because the target audiences will span the entire state and include various subgroups, both qualitative and quantitative research methodology should be used, methods include but are not limited to:

- Statewide surveys of consumers and small businesses, to include phone and mail surveys across urban and rural populations. Conduct two surveys for each island within the state to include at least 500 participants.
- Consumer/Small Business focus groups and key informant interviews: conduct at minimum ten focus groups of consumers, ten focus groups of small businesses, and ten focus groups of community and industry leaders, which can be done separately or in conjunction with the Connector's Community Outreach Committee and Consumer Advisory Committee. The Contractor will be responsible for advising the Connector on the make-up of particular focus groups (e.g., Should there be focus groups that are specific to each island? Should there be focus groups related to specific demographic groups, such as Native Hawaiians?). The Contractor will also be responsible for assembling the focus groups. In addition to focus groups, the Contractor should also conduct one-on-one key informant interviews as needed and direct consultation with local community center directors.

Questions to be answered include but are not limited to:

- What does the target audience know about a health insurance exchange?
- What does the target audience expect of a health insurance exchange?
- Would the target audience use an exchange?
- What would the target audience need to facilitate the use of a health insurance exchange?
- Where and how would the target audience obtain information about a health insurance exchange?

The project will be conducted in phases:

- Orientation and education about the Connector
- Research formulation
- Data gathering
- Analysis/Recommendations

Deliverables include:

- Raw data and analysis from each survey
- Status reports at the conclusion of phase two
- Status report at the conclusion of phase three
- Summary report upon the conclusion of phase four

In order to reach the anticipated target audience for the Connector, the Contractor will need to fully understand the existing health insurance distribution system in Hawaii, including the current role of health insurers, agents and brokers, and entities that assist with Medicaid enrollment. If the Contractor cannot demonstrate that they already hold that understanding, they must make provision for capturing that information during the Orientation phase.

This segment of the RFP seeks an individual or company experienced in conducting research projects similar to this scope of work. Contractor expertise will be needed to further define specific qualitative and quantitative measurements that will result in the collection of data that helps guide and support subsequent work in developing a communication strategy plan and public awareness campaign.

4.2 Segment 2: Communication Strategy Plan

This RFP seeks an individual or company to help create a thorough communication strategy plan for the Connector that will successfully connect the Exchange to individual consumers and small businesses statewide.

Specific deliverables include:

- Create a strategic communication plan that is unique to the multi-cultural landscape across Hawaii.
- Identify and establish written and oral presentations that target specific audiences in diverse communities that are linguistically appropriate.
- Engage and collaborate with the Connector in state-wide “talk-story” sessions, committee meetings, and as needed on an individual basis with advocacy groups.
- Develop public policy communications for informing legislative caseworkers about the benefits of the Connector to be used in communications with constituents throughout the state.
- Create informational and educational brochures in multi-language formats as needed for specific communities with a heightened awareness to the multi-cultural demographics of Hawaii.
- Develop a short and long term plan for media buys and other formal media purchases.

The projected audience for the Connector is threefold: individuals who may or may not qualify for Medicaid or federal tax subsidies, small businesses who may or may not qualify for tax credits for the purchase of health insurance, and individuals who may or may not be under and/or uninsured due to lack of resources or access to affordable health care. The Connector will serve a wide range of people seeking affordable health care coverage who may not know which benefits they could be entitled to, thus making a streamlined and easy to understand process critical.

Communication about the Connector will be designed in a manner that effectively uses multiple languages in order to reach diverse targeted populations in Hawaii. Experience devising multi-language and multi-cultural communication plans, especially as they relate to Hawaii, is preferred.

The Contractor will work closely with the Connector director of communications, Connector staff, the Community Outreach Committee and Consumer Advisory

Committee and other stakeholders as needed. It is expected that the Contractor will present a summary report along with the deliverables at the conclusion of the project.

4.3 Segment 3: Public Relations

This RFP seeks an individual or company to assist in developing a public awareness campaign that will keep the Connector in the news and throughout the social realm in a positive manner that promotes accurate and helpful information. The intent of the Connector is to be proactive in consumer outreach by communicating the value of the Connector and the benefits individuals and small businesses will gain by providing the necessary information that will assist them in making informed decisions regarding health care coverage.

In many respects the Connector is similar to a start-up company. The Connector's job is to establish and manage a new health insurance Exchange—which has not previously existed in Hawaii—and to educate the people and businesses of Hawaii about the Exchange. The Connector is executing these tasks under a compressed timeline, as discussed in Section 1.1, and it is doing so against a regulatory and legal backdrop that continues to change and evolve. This means that the Connector needs a public relations services provider that is fast moving; that can rapidly respond to new issues; and that can provide last minute services when necessary.

The Connector is an independent nonprofit organization, but it frequently interacts with, and has important relationships with, numerous state and federal agencies and offices, including the United States Department of Health and Human Services, the Center for Consumer Information and Insurance Oversight, the Hawaii Department of Commerce and Consumer Affairs, and others. The Connector needs a public relations firm that will be able to interact and coordinate with these agencies in its public relations efforts.

The campaign will be constructed to include diverse tactics including but not limited to:

- Story placements in local and national newspapers/media
- Social media and online communications
- Town hall meetings, speaking engagements, educational and informational panels and webinars
- Newsletters, media advisories, press releases, and interviews
- Public policy awareness and delivery including county, state, and federal representatives

One specific deliverable will be the development of a social media strategy and plan for the Connector. The Contractor may also be asked to develop or create certain media

materials to provide and increase public awareness of the Connector. Media materials may include but are not limited to:

- Op-eds
- Public Service Announcements
- News Releases
- News Articles

Communications will be targeted to multiple audiences including the small business owners, individuals with diverse backgrounds, hard to reach populations, and national media. It is intended that outreach partnerships or ties that have already been developed with community groups or other stakeholders will be utilized as a part of the public relations campaign.

This RFP seeks an individual or company that is experienced in conducting awareness campaigns on a statewide basis, but that also has experience dealing with national media. Contractor will provide on-site support to Connector employees on both Oahu and the neighbor islands, and should be familiar with local media throughout the state. Contractor is expected to provide reports following neighbor island trips and other events. Such reports should summarize, among other things, the activities performed by Contractor, the individuals and firms contacted by Contractor prior to or during the event or trip, and the names of individuals and firms that reached out to Contractor following the event or trip.

Contractor must have the ability to deal with the unique, multi-cultural landscape of Hawaii. In addition, Contractor should have experience working with national media organizations and dealing with public relations issues with a national scope. As discussed in Section 1.1, the Connector will create Hawaii's Exchange, which is one of many health insurance exchanges being created throughout the United States under the ACA. The Contractor will operate against the backdrop of these nationwide developments, and must be able to handle public relations issues that will be of national as well as statewide interest and importance.

Contractor expertise will be needed to provide further recommendations on other types of immediate and near-term communications and media activities that the Connector may consider to implement. It is important that the Contractor have an impeccable reputation throughout the state that highlights sensitivity to cultural awareness.

Offerors will provide written samples of past work showcasing experience in public relations campaigning throughout Hawaii including experience working with hard to reach populations. Offerors will also provide written references including contact information and reports on delivered services.

The Contractor will work closely with the Connector executive director, director of communications, community outreach staff and others defined necessary by the Connector.

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Section 5: Form and Content of Proposals

5.1 Deliverables

Submit six copies of the Proposal and one set of work samples. Proposals are to be sealed in mailing envelopes with the Offeror's name and address written on the outside. Each copy of the Proposal must be signed in ink by an authorized member of the Offeror. Provide one copy of the price proposal in a separately sealed envelope clearly marked on the outside "Price Proposal" along with the Offeror's name.

For purposes of structuring the price proposal, the Offeror will only be paid for services after they are completed, except where otherwise specified in the Contract. Proposals will be evaluated on "best value" as specified below. The price proposal will not be opened by the evaluation committee until after the other evaluation criteria have been scored.

5.2 Content of Proposal

The following information is required to be included in the Proposal in the order given below:

5.2.1 Format and Length

Proposals exceeding 20 pages per segment or 60 pages total will not be considered. The cover letter, resumes, work samples, and required forms (section 5.2.9) are excluded from the page limit. Proposals should be submitted with single spaced text in 12 point font with 1 inch margins.

5.2.2 Cover Letter

Provide a one-page cover letter identifying the main contact person for the Proposal and any subcontractors, your eligibility as an Offeror to this RFP, and whether you are submitting a proposal for one, two, or all three segments.

In the Cover Letter, Offeror shall also guarantee in writing that the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Proposals. The Offeror shall also guarantee that the services offered in the Proposal may be accepted on a segment-by-segment basis.

5.2.3 Project Overview and Description (30% of proposal evaluation)

- Describe your understanding of the nature of the project, activities of an Exchange, and the segment goals.
- Explain how the proposed solution will meet the project objectives.

5.2.4 Work Plan and Timeline (20% of proposal evaluation)

- Include a work plan and timeline for the segment you are bidding on.
- Describe proposed project management and interaction/communication with Connector staff and or stakeholders for the project.

5.2.5 Work Samples and Experience Related to Segment Objectives (10% of proposal evaluation)

- Describe background and experience with similar projects; please provide at least three references and substantial work samples. For segment three, there is a preference for organizations with experience working with health insurance or health care information and presenting it to consumers. Please include any previous experience with this type of work in your response, including examples as appropriate.

5.2.6 Company Overview and Qualifications (10% of proposal evaluation)

- Describe company history and growth.
- Provide a list of personnel, including subcontractors, who will work on the segment, detailing their training and work experience and the anticipated amount and/or portion of time each will devote to this project. Resumes must be submitted for key personnel, including subcontractors.
- Describe any and all insurance policies that would cover Offeror's work under this RFP. State the amounts and type of each policy, and list the insurer. All insurance policies listed in response to this section shall: (i) remain in full force and effect for the entire term of any resulting Contract; and (ii) not be canceled, reduced, or changed without the Connector's prior written consent.
- Provide information for the past ten years related to: (1) any sanctions or discipline issued against any of Offeror's employees, partners, or managers; (2) any notices of defaults, damages, debarment, or other penalties incurred by Offeror in connection with the performance of any contract; and (3) any litigation or threatened litigation, judgments, administrative or regulatory proceedings, or similar matters to which Offeror or its employees, partners, or managers have been a party.
- A list of all clients Offeror has serviced since January 1, 2010 that are engaged in businesses related to health care insurance or providing health care.

5.2.7 Detailed Price Proposal (25% of proposal evaluation)

Provide a detailed price proposal for the segment. The Offeror should tie their price breakout to specific milestones with the understanding that if the Offeror is chosen for implementation, the Contract may reference payment for these specific milestones. The Offeror must provide a separate price proposal for each segment, and may not shift costs or prices to segments that they do not apply to. Provide one copy of the price proposal in a separately sealed envelope clearly marked on the outside "Price Proposal" along with Offeror's name. If the Offeror proposes a non-fixed price, then Offeror must provide a maximum ceiling price that it will not exceed.

You must include back-up information and cost information for your price proposal that includes at least the following:

- If applicable, hourly rates for all individuals that Offeror proposes to provide services to the Connector.
- The number of hours that Offeror expects each individual will work, per month or per milestone, providing services for the Connector.
- If Offeror's hourly rates do not include expenses, describe how Offeror will charge for expenses and the expected monthly expenses under the Contract.
- If Offeror charges additional fees for media buys or administering services provided by third-party vendors related to public relations, describe all such fees and the expected monthly amount of such fees under the Contract.
- The total amount of fees Offeror expects to charge the Connector per month or per milestone. Provide a chart or other summary describing how this amount was calculated.
- If applicable, the ranges of rates you charge for:
 - Work performed by partners or other senior managers
 - Work performed by senior associates or individuals of similar experience
 - Work performed by junior associates or individuals of similar experience
 - Administration
 - Crisis communications

5.2.8 Capability for Innovation and Creative Design (5% of proposal evaluation)

This RFP seeks market research data that will be used to market the Connector. This RFP also seeks innovative and flexible solutions for communicating about the Connector. Describe how your solution is flexible to adapt to changing policies and business rules; fluid enough to respond to modified situations or frameworks as the Connector develops; and fosters the continuous inclusion of new partnerships that aim to expand the reach of planned outreach and education initiatives.

5.2.9 Required Forms

An individual authorized to legally bind Offeror shall sign the following forms attached to this RFP:

- Certification Letter (Attachment 1 to the RFP)
- Authorization to Release Information (Attachment 2 to the RFP)
- Certificate Regarding Lobbying (Attachment 3 to the RFP)

Section 6: Proposal Evaluation

All Proposals received by the deadline will be evaluated by representatives of the Connector and potentially outside experts (the “Evaluation Committee”). Proposal materials will become public information following Offeror selection and contract execution.

The Connector reserves the right, based on the scores of the proposals, to create a short-list of vendors who have received the highest scores that it will interview, ask to conduct demonstrations, and/or ask to provide presentations. The Connector reserves the right to seek best and final offers from one or more responders.

A 100 point scale will be used to evaluate the Proposals. Each segment proposal will be evaluated separately based upon the requirements outlined in the Scope of Work. The Proposals will be evaluated based upon the following weights:

- Project Overview and Description: 30%
- Work Plan and Timeline: 20%
- Work Samples and Experience Related to Segment Objectives: 10%
- Company Overview and Qualifications: 10%
- Detailed Price Proposal: 25%
- Capability for Innovation and Creative Design: 5%

Section 7: Contract

7.1 Offeror Eligibility

Pursuant to section 1311 of the ACA, a health carrier or an entity that is treated under subsection (a) or (b) of section 52 of the Internal Revenue Code of 1986 as a member of the same controlled group of corporations (or under common control with) as a health carrier is not eligible to carry out responsibilities or perform functions required of an Exchange. Offerors must describe how they are an eligible Offeror to this RFP.

7.2 Offeror Compliance With State and Federal Law

All entities shall be in full compliance with all Hawaii laws regarding business formation and doing business in the State of Hawaii and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized. In order to execute a contract, the Offeror must be qualified to do business in the State of Hawaii. For instructions on this please visit Hawaii Compliance Express: <https://vendors.ehawaii.gov/hce/splash/welcome.html>.

7.3 Contract Terms and Conditions

The Contracts that the Connector expects to award as a result of this RFP shall comprise the specifications, terms and conditions of this RFP, written clarifications or changes made in accordance with the provisions of this RFP, the offer of the successful Offeror contained in its Proposal, the terms in this section, and any other terms deemed necessary by the Connector. No objection or amendment by an Offeror to the provisions or terms and conditions of this RFP shall be incorporated into the Contracts unless the Connector has explicitly accepted Offeror's objection or amendment in writing.

The Contract terms and conditions listed herein will be supplemented at the time of Contract execution and are provided here to enable Offerors to better evaluate the costs associated with this RFP. ***At a minimum, the Contract will incorporate all contract terms and conditions contained the Connector's Procurement Policy and 45 C.F.R. § 74.48.***

By submitting a Proposal, each Offeror acknowledges its acceptance of this RFP's specifications and the Contract terms and conditions without change.

The Connector reserves the right to either award a Contract without further negotiation with the successful Offeror or to negotiate Contract terms with the selected Offeror if the best interests of the Connector would be served.

7.4 Confidentiality

Contractor understands and agrees that, in the performance of work or services under the Contract, Contractor may have access to private or confidential information which may be owned or controlled by the Connector and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Connector. Contractor agrees that all information disclosed by the Connector to the Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7.5 Termination Due to Lack of Funds

If funds are not appropriated or otherwise made available to the Connector to support the resulting Contracts, this RFP and/or the Contracts shall be cancelled as of the effective date set forth in such notice to Offeror or Contractor. In the event the foregoing occurs after a Contract is signed, the Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under such Contract. The Contractor will not be entitled to any lost profits, expectancy damages, or similar compensation.

7.6 Termination for Convenience

The Connector may, when the interests of the Connector so require, terminate the Contract(s) in whole or in part, for the convenience of the Connector. The Connector shall give written notice of the termination to the Contractor specifying when termination becomes effective and the extent to which the Contract is terminated.

- **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work, and on the dates set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor will transfer to the Connector any completed or partially completed goods and materials, plans, drawings, information, and contract rights as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall protect and preserve property in the possession of the Contractor in which the Connector has an interest.
- **Compensation.** The Contractor shall submit a termination claim specifying the amounts it contends are due because of the termination for convenience together with cost or pricing data sufficient to support the claim. In full settlement of the claim, the Connector shall pay the Contractor:

- Contract prices for goods or services accepted under the Contract; and
- Costs incurred in preparing to perform and performing the terminated portion of the work.

The total sum to be paid the Contractor shall not exceed the total Contract price reduced by the amount of payments otherwise made and the Contract price of work not terminated.

7.7 Records

Offeror shall maintain books, documents and records that sufficiently and properly document Offeror's performance under the Contract(s), including records that document all fees and other amounts charged during the term of the Contract(s), for a period of at least five years following the later of the date of final payment, termination or expiration of the Contract(s), or the completion of any required audit.

Offeror shall permit the Connector or any authorized representative of the Connector to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Offeror relating directly or indirectly to Offeror's performance under this Agreement. Offeror shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records.

7.8 Contractor Responsibilities

Contractor responsibilities shall include, without limitation:

- Upon request by the Connector, provide any documentation necessary to show compliance with all relevant standards and requirements.
- Ensure that effective and efficient communication protocols and lines of communication are established and maintained both internally and with the Connector staff.
- Conduct status meetings with the Connector as requested by the Connector.
- Comply with all federal, state and organizational rules, regulations, and laws, including but not limited to those regarding privacy and security requirements.
- Ensure that the quality and accuracy of Offeror's work is in accordance with industry standards.
- Attend any meetings in person as requested and agreed upon with the Connector.

7.9 Unanticipated Tasks

In the event that unanticipated or additional work must be performed that is not identified in this RFP, but in the Connector's opinion, is necessary to accomplish the goals of this RFP and resulting Contract(s), the Connector will initiate an amendment to the Contract(s) to add such work. All terms and conditions appearing in the final Contract(s) related to price shall be replicated in any such amendment.

7.10 Resolution of Language Conflicts

If an inconsistency or conflict arises between the terms and conditions appearing in the Contract(s) and the proposed terms and conditions in this RFP, any such inconsistency or conflict will be resolved by giving precedence to the final Contract.

[Attachments follow.]

Attachment 1 - Certification Letter

Alterations (other than those to be filled in) to this document are prohibited.

[Date]

Ms. Kathy Mitchell
Grants Compliance Manager
Hawaii Health Connector
P.O. Box 3767
Honolulu, Hawaii 96812

[Offeror's Name]
[Offeror's Address]

Re: RFP 2012/003

PROPOSAL CERTIFICATIONS

Dear Ms. Mitchell:

I hereby certify that the contents of the Proposal submitted on behalf of _____ ("Offeror") in response to the Connector's Request for Proposals Number 2012/003 (the "RFP") are true and accurate. I certify that I am a representative of Offeror expressly authorized to make the following certifications on behalf of Offeror. By submitting a Proposal in response to the RFP, I certify on behalf of Offeror the following:

Certification of Independence

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Connector or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Offeror or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to the Connector's issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Offeror to induce any other Offeror to submit or not to submit a Proposal for the purpose of restricting competition.
5. During the contract period, no relationship exists or will exist between Offeror and the Connector that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Confidentiality Property

6. I certify that Offeror will protect the confidential information of the Connector. Offeror agrees that all information disclosed by the Connector to the Offeror shall be held in confidence and used only in finalization and/or performance of the Contract. Offeror shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

Certification Regarding Debarment

7. I certify that, to the best of my knowledge, Offeror: (a) is not presently nor has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency ; (b) has not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against it for commission of fraud, or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is not presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) has not within a three year period preceding this Proposal had one or more public contracts (federal, state, or local) terminated for cause.
8. Pursuant to Hawaii law a retailer or service provider in Hawaii or a retailer or service provider maintaining a business in Hawaii that enters into a contract with the Connector must register, collect, and remit Hawaii general excise tax and Hawaii use tax levied under Hawaii law on all sales of tangible personal property and enumerated services. The law also requires Offerors to certify their compliance with general excise tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

Certification Regarding Collusion

9. I certify that that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Offeror or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the contract price or any component of the contract price, of the Offeror or any other Offeror, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Offeror, or to secure any advantage against the Connector of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted its price proposal, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham Proposal.

The above certifications are material representations of fact upon which the Connector has relied when this transaction was entered into. If it is later determined that Offeror knowingly rendered an erroneous certification, in addition to other remedies available, the Connector may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Signed

Printed Name

Title

Printed Name of Offeror Organization

Attachment 2 - Authorization to Release Information Letter

Alterations (other than those to be filled in) to this document are prohibited.

[Date]

Ms. Kathy Mitchell
Grants Compliance Manager
P.O. Box 3767
Honolulu, Hawaii 96812

[Offeror's Name]
[Offeror's Address]

Re: RFP 2012/003

AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Mitchell:

_____ ("Offeror") hereby authorizes the Hawaii Health Connector (the "Connector") to obtain information regarding Offeror's performance on other contracts, its business reputation, its financial information, and/or any other matter pertinent to evaluation and the selection of a successful Offeror in response to RFP 2012/003 (the "RFP").

Offeror acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Offeror acknowledges that the information and opinions given by such person or entity may adversely affect its ability to receive other contract awards or may otherwise adversely affect its reputation or operations. Offeror is willing to assume that risk.

Offeror hereby releases, acquits and forever discharges the Connector, its officers, directors, employees, contractors and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Connector in the evaluation and selection of a successful Offeror in response to the RFP.

Offeror authorizes representatives of the Connector to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in Offeror's Proposal submitted in response to the RFP.

Offeror further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of Offeror's Proposal.

Offeror further authorizes representatives of the Connector to obtain and consider information from other sources concerning an Offeror, such as Offeror's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, Offeror's financial stability, past or pending litigation, and other publicly available information.

Sincerely,

Signed

Printed Name

Title

Printed Name of Offeror Organization

Attachment 3 - Certificate Regarding Lobbying

Alterations (other than those to be filled in) to this document are prohibited.

[Date]

Ms. Kathy Mitchell
Grants Compliance Manager
Hawaii Health Connector
P.O. Box 3767
Honolulu, Hawaii 96812

[Offeror's Name]

[Offeror's Address]

Re: RFP 2012/003

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Signed

Printed Name

Title

Printed Name of Offeror Organization