

## Table of Contents

<b><i>Request for Proposals</i></b> .....	<b>2</b>
<b><i>1. Overview</i></b> .....	<b>2</b>
<b><i>2. Calendar of Events</i></b> .....	<b>4</b>
<b><i>3. Terminology and Acronyms</i></b> .....	<b>7</b>
<b><i>4. General Information</i></b> .....	<b>7</b>
<b><i>5. Submission Instructions</i></b> .....	<b>10</b>
<b><i>6. Cost Proposal</i></b> .....	<b>17</b>
<b><i>7. Offeror Selection</i></b> .....	<b>19</b>
<b><i>8. Specifications/Qualifications/Statement of Work</i></b> .....	<b>21</b>
<b><i>9. Timeline, Tasks, and Deliverables</i></b> .....	<b>29</b>
<b><i>Appendix A: Required Documents</i></b> .....	<b>45</b>
<b><i>Appendix B: Acronyms and Definitions</i></b> .....	<b>46</b>

# Request for Proposals

## 1. Overview

The Illinois Department of Insurance (DOI), referred to herein as the “Agency,” or “State,” requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

### 1.1. Brief Description

The State is soliciting proposals to select an Offeror to provide comprehensive marketing and communication services to increase awareness and enrollment in the state's health insurance Marketplace. The selected Offeror will develop and execute a robust marketing and communications strategy to reach diverse target audiences, drive enrollment in Marketplace health insurance plans, and achieve the Marketplace's goals.

Illinois Public Act 101-0649 required the State to oversee a feasibility study that explored policy options to make health insurance more affordable and accessible for low- and middle-income residents. The development of an Illinois-specific state-based marketplace (SBM) was one of the feasibility study’s recommendations.

In the Spring 2023 legislative session, the Illinois General Assembly passed legislation to fully implement an SBM ([Illinois General Assembly - Full Text of Public Act 103-0103 \(ilga.gov\)](https://www.ilga.gov/legislation/103/acts/103-0103.htm)). As a result of Public Act 103-0103, Illinois is transitioning from a Federally Facilitated Exchange (FFE) for Plan Year 2024 to an SBM-Federal Platform (SBM-FP) for Plan Year 2025, then to an SBM for Plan Year 2026. Plan Years run from January to January, and the annual Open Enrollment Period (OEP) begins in November and ends in January. This initiative is new to Illinois, and this procurement will solicit an Offeror with significant expertise and experience in marketing, advertising, and strategic communications.

The mission of the Illinois SBM is to increase access, enrollment, affordability, and choice for individuals and families purchasing health insurance in Illinois. By providing easy-to-understand information about health plans, the SBM will prioritize centering the customer and providing an eligibility and enrollment system that helps guide customers to the appropriate program—whether that is a Marketplace health plan, Medicaid, or another state program. This will also give Illinoisans more control, quality choices, and better protections when selecting health insurance coverage. The SBM will include a website, eligibility and enrollment platform, and customer assistance center (CAC), as well as assisters, navigators, and brokers across the state to personally assist customers with selecting or purchasing health plans. The SBM will also provide upfront financial assistance (e.g., tax credits) to eligible residents to reduce the cost of premiums and support transitions between Medicaid and Qualified Health Plan (QHP) coverage to minimize gaps in coverage. The SBM will initially be functionally coordinated with the State’s

Integrated Eligibility System (IES), the IT platform supporting eligibility for Medicaid, the Children's Health Insurance Program (CHIP), and human services programs. The initial approach will largely mirror the current relationship and interactions with the FFE.

The resulting contract with the Selected Offeror shall have an initial term of three (3) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years (30 ILCS 500/20-60). Subject to the maximum total term limitation, DOI has the option to renew for the following terms: four (4) years.

Please read the entire solicitation package and submit an Offer in accordance with the Response Instructions. Offerors must complete all forms and signature areas contained in the solicitation package in full and submit them along with the cost proposal, which, as combined, will constitute the Offer. Do not submit the Response Instruction pages with Offers.

Offeror/Vendor Disclosure Form (formerly named Forms A), Illinois Procurement Gateway (IPG) Active Registered Offeror/Vendor Disclosure Form (formerly named Forms B), and Business Enterprise Program (BEP) Utilization Plan: These sections are a material part of this solicitation and must be returned when applicable with an Offeror's Offer. These can be found in the Offeror Response Template issued along with this request for proposals (RFP). Offers that do not adhere to the form and content of the RFP requirements may not be considered.

## 1.2.Mandatory Qualifications to Submit an Offer

Offerors shall submit responses to the following requirements using the Offeror Response Template in the online procurement file, which includes this RFP, found at State-Based Marketplace (SBM) Procurement Opportunities ([illinois.gov](http://illinois.gov)). The selected Offeror will likely utilize subcontractors to fulfill the various obligations mentioned. These subcontractors and their qualifications will count towards meeting the mandatory requirements listed below.

- 1.2.1. Extensive experience in healthcare marketing and communications: The selected Offeror is expected to have a deep understanding of the healthcare landscape, target audiences, and effective communication strategies within this sector.
- 1.2.2. Proven ability to develop and execute comprehensive marketing and communications strategies: The Offeror must demonstrate a track record of successfully planning and implementing multifaceted marketing campaigns encompassing various channels and tactics. They should be capable of developing a cohesive strategy that aligns with the Marketplace's goals and objectives.
- 1.2.3. Strong understanding of market research methodologies and data analysis: The scope highlights the importance of market research in informing marketing strategies. The Offeror must possess the skills and experience to conduct qualitative and quantitative research, analyze data, and derive actionable insights to guide campaign development and optimization.

- 1.2.4. Expertise in creative services and content development: The Offeror must have a proven ability to create culturally relevant, compelling, and engaging content across various formats, including copywriting, graphic design, video production, and more. They should be capable of developing creative assets that resonate with diverse target audiences and effectively communicate the Marketplace's message.
- 1.2.5. Proficiency in media planning and buying: The Offeror must demonstrate expertise in media planning and buying across various channels, including digital, social media, TV/radio, print, and out-of-home. They should be able to develop and execute effective media plans that maximize reach and impact within the allocated budget.
- 1.2.6. Strong public relations and media relations capabilities: The Offeror must possess the skills and experience to develop and manage public relations strategies that build and maintain a positive image for the Marketplace. They should be adept at media relations, earned media, crisis communications, and community engagement.
- 1.2.7. Extensive experience with language translation services in the top eight primary languages spoken in Illinois: The Offeror must be able to provide certified translation services to ensure that all marketing and outreach materials are accessible to diverse populations, including translating content into various languages and ensuring ADA compliance. Proven experience using a robust Translation Management System (TMS) and ensuring customer information is stored securely.
- 1.2.8. Ability to provide comprehensive reporting and accountability: The Offeror must have a track record of providing timely and detailed reports that demonstrate progress, effectiveness, and accountability in all aspects of marketing and communication efforts. They should be able to track and measure key performance indicators and provide insights to inform decision-making.
- 1.2.9. Ability to propose and implement a commercial off-the-shelf digital communications tool that integrates with the Marketplace's eligibility and enrollment and call center systems. The digital communications tool should be capable of using Marketplace data and other digital communications tool data to develop targeted communication campaigns to customers and other stakeholders through various distribution methods, including email and SMS. The digital communications tool should support a wide range of campaign approaches and allow for detailed measurement and reporting of campaign activity and outcomes.

## **2. Calendar of Events**

The State will make every effort to adhere to the schedule in Exhibit 1.

### **Exhibit 1. Calendar of Events**

Step	Action	Responsible Party	Due Dates
1.	Issue RFP	Procuring Agency	October 22, 2024
2.	Deadline to Submit Questions	Potential Offerors	November 5, 2024
3.	Response to Written Questions	Procurement Manager	November 12, 2024
4.	Submission of Proposals	Offerors	December 6, 2024
5.	Oral Presentations (if requested by the State)	Offerors	January 14, 2025
6.	Notice of Award	Procuring Agency	February 11, 2025
7.	Protest Deadline	Offerors	February 25, 2025

## 2.1.Explanation of Events

The following paragraphs describe the activities listed in the Calendar of Events shown in Section 2 above. All information relating to this procurement, including any updates to documents, schedules, issuance of new information, etc., will be posted to the Procurement Website. Throughout the procurement, it will be the responsibility of the Offerors to monitor this website for any new or modified information.

2.1.1.Issuance of RFP: This RFP is being issued on October 22, 2024.

2.1.2.Deadline to Submit Questions: Potential Offerors may submit questions as a standalone file attached to an email to the Procurement Manager at [DOI.SBMProcurement@Illinois.gov](mailto:DOI.SBMProcurement@Illinois.gov) regarding the intent or clarity of this RFP until 5:00 PM Central Time on the date indicated in Section 2, Calendar of Events. Offerors shall clearly label questions and cite the section(s) in the RFP or other document that forms the basis of each question.

2.1.3.Response to Written Questions/RFP Amendments: The State will provide responses to written questions via a posting to the Procurement Website.

2.1.4.Submission of Proposal: Offerors must submit proposals via email to the Procurement Manager at [DOI.SBMProcurement@Illinois.gov](mailto:DOI.SBMProcurement@Illinois.gov) with the subject line "SBM Marketing and Communications RFP." Proposals submitted by facsimile or hard copy will not be accepted.

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 12:00 PM CENTRAL TIME ON THE DATE INDICATED IN SECTION 2, CALENDAR OF EVENTS. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals submitted via email will be considered sealed in accordance with the statute.

The State will keep a log of the names of all Offeror organizations that submitted proposals. The contents of the proposals shall not be disclosed to other potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the

contract is awarded under this RFP. "Awarded" in this context means that the final required agency signature on the contract(s) resulting from the procurement has been obtained.

2.1.5. Proposal Evaluation: An Evaluation Committee will assess proposals. This process will take place as indicated in Section 2, Calendar of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals to clarify aspects of the proposals. However, the State may accept and evaluate proposals without such discussion. Offerors SHALL NOT initiate discussions during this time.

2.1.6. Oral Presentations (if requested by the State): Offerors, as selected per Section 2, may be required to conduct an oral presentation at a location to be determined per the schedule in Section 2, Calendar of Events, or as soon as possible thereafter. If oral presentations are held, Offerors may be required to solely make their presentations through electronic means (e.g., Webex). The State will provide Offerors with an agenda and applicable details, including an invitation to the event. Whether oral presentations will be held is at the sole discretion of the Evaluation Committee.

2.1.7. Order of Oral Presentations (if requested by the State)

The State will create a calendar of available dates and times for Offerors to provide oral presentations. Offerors will be given an opportunity to select their choice of date and time in a randomly selected order. Random order will be selected by using the random number generator in Microsoft® Excel®. The first choice will go to the highest random number generated. In the case of a tie, a second randomized number will be generated only to break the tie.

2.1.8. Oral Presentation Questions

All questions to Offerors will be the same. Offerors will first provide a presentation of their choosing to the Evaluation Committee without interruption or questions from the Evaluation Committee. After the presentations, there will be a question and answer (Q&A) phase. The State will capture any questions and answers discussed during the Q&A portion of the presentation and relay them to all Offerors, similar to the Q&A portion of the proposal process.

2.1.9. Scoring: The Evaluation Committee will establish final scores after completing the (1) review of all written proposals and (2) facilitation of all oral presentations (if applicable).

2.1.10. Best and Final Offers: Offerors may be asked to submit revisions to their proposals to obtain the Best and Final Offer (BAFO) as soon as possible. BAFOs may also be clarified and amended at the Offeror's oral presentation.

- 2.1.11. Finalize Contractual Agreement: After approval of the Evaluation Committee Report, the State will finalize any contractual agreement(s) resulting from this RFP with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP, per Section 2, Calendar of Events, or as soon as possible thereafter. In the event that mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.
- 2.1.12. Contract Award: Upon receipt of the signed contractual agreement, the State will award the contract per Section 2, Calendar of Events, or as soon as possible thereafter. The contract award is subject to approval by the State.
- 2.1.13. Protest Deadline: The Offeror may submit a written protest to the Protest Review Office. For protests related to specifications, the Protest Review Office must electronically receive the protest no later than fourteen (14) days after the State posts the solicitation or related addendum to the State's website. For protests related to the disqualification of a proposal, the protest must be received within fourteen (14) days (5:00 PM Central Time) after notice of disqualification. For protests related to contract award, the protest must be received within fourteen (14) days (5:00 PM Central Time) after the notice of award is published on the Procurement Website. The Protest Review Office's information is as follows:

Attn: Protest Review Officer (Kathryn Williams)  
Assistant General Counsel  
122 S. Michigan Ave., 19th Floor  
Chicago, IL 60603

Email Address: [DOI.SBMProcurement@illinois.gov](mailto:DOI.SBMProcurement@illinois.gov)

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

### **3. Terminology and Acronyms**

Refer to Appendix B: Acronyms and Definitions.

## **4. General Information**

### **4.1. Purpose**

The State is issuing this RFP to provide those interested in submitting proposals (Offerors) sufficient information to enable them to prepare and submit proposals to provide Marketing and Communications services for the Illinois SBM (Get Covered Illinois [GCI]). This RFP contains instructions governing the requested proposals, including the requirements for the information and materials to be included, a description of the services to be provided, requirements that Offerors must meet to be eligible for consideration, general evaluation criteria, and other requirements specific to this RFP.

Get Covered Illinois (GCI) is the health insurance Marketplace for the state of Illinois that has used the federal Healthcare.gov website for enrollment and eligibility services since its inception. GCI's purpose has been to educate the public about health insurance coverage; inform consumers about free, in-person help and financial assistance for those who qualify; and motivate more people to enroll in coverage. GCI has an established brand that started in 2014 when states were required to establish an online marketplace and a consumer-facing website with a "Find Local Help" tool that allows Illinois website visitors to search for free enrollment assistance in their county. The state has also invested in statewide, multi-channel paid outreach and education campaigns, including \$10M over the past three years. Past outreach and education efforts have included targeted messaging to minorities (including African Americans and Hispanics); young adults; rural residents; and LGBTQ+ communities to make health coverage understandable and relatable to all audiences.

The State expects that the services provided by the Selected Offeror will help the State to achieve the following goals:

- Increase Enrollment in Marketplace Health Insurance Plans: The primary goal is to boost the number of people signing up for health insurance through the Marketplace. This involves attracting new enrollees and ensuring current members renew their coverage.
- Enhance Brand Awareness and Understanding: The aim is to make the Marketplace more recognizable and ensure people understand its purpose and benefits. This includes educating the public about available health insurance options, free enrollment assistance, and how to enroll.
- Improve Customer Engagement and Retention: The focus is on building strong, lasting relationships with enrollees. This involves providing excellent customer service, offering helpful resources, and making the enrollment and renewal process as easy as possible.
- Address Health Disparities: The objective is to ensure that everyone has equal access to health insurance, regardless of their background or circumstances. This includes targeted outreach and communication efforts to underserved communities and tailored messaging for distinct segments of the population.
- Optimize Marketing and Communication Efforts: The goal is to use data and insights to create effective marketing and communication strategies. This involves understanding the target audience, choosing the right channels, and measuring the results of campaigns.
- Ensure Accessibility and Inclusivity: The aim is to make the Marketplace and its resources available to everyone, including people with limited English proficiency or disabilities. This involves, for example, providing translated materials.

- **Build and Maintain a Positive Brand Image:** The objective is to create and sustain a favorable perception of the Marketplace. This involves promoting its successes, managing any negative publicity, and building trust with the public. Monitor and measure the effectiveness of campaign efforts and identify challenges to inform future marketing strategies.

## 4.2. Issuing Office and Procurement Manager

The State has issued this RFP on behalf of the State of Illinois. The State has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and email address are listed below:

Name: Michael Underwood

Address: 320 West Washington St., 4th Floor, Springfield, IL 62767

Email Address: DOI.SBMProcurement@illinois.gov

- 4.2.1. Offerors shall submit any inquiries or requests regarding this procurement in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager in writing at DOI.SBMProcurement@illinois.gov regarding this procurement. Neither other employees of the State nor Evaluation Committee members have the authority to respond on behalf of the State.

## 4.3. Project Description

Under Public Act 103-0103, signed into law on June 27, 2023, Illinois, through the State, is implementing an SBM for Plan Year 2026, as contemplated by the ACA. The SBM is a technology solution and business operation marketplace in which individuals can shop for, compare, and enroll in health insurance coverage.

The State is seeking comprehensive Marketing and Communications services.

The State intends to award a single contract to one Selected Offeror on a statewide basis pursuant to this RFP; however, Offerors may fulfill obligations under the contract by subcontracting with third parties. The Offeror's proposal shall identify the specific scope of services being offered and which, if any, would be fulfilled by a subcontracted third party. Any subcontracting will be managed by (and the sole responsibility of) the Selected Offeror, and no subcontractor will have a direct relationship with the State.

## 4.4. Objectives

### 4.4.1. General

Pursuant to Public Act 103-0103, Illinois is transitioning from relying on the FFE to an SBM-FP for Plan Year 2025, with a complete transition to an SBM for Plan Year 2026. As an SBM-FP, the FFE will provide eligibility and enrollment functions, while the State will carry out some administrative, customer assistance, and outreach functions. Once Illinois transitions to an SBM, the State will carry out all functions and discontinue use of the SBM-FP.

The State is seeking proposals that provide a comprehensive marketing and communications strategy to increase awareness and enrollment in the State’s health insurance Marketplace. The Selected Offeror will conduct market research, develop creative assets, plan and execute paid media campaigns, manage the Marketplace’s digital presence, and provide public relations support. The Selected Offeror will ensure that all marketing and outreach materials are accessible to diverse populations, including translating content into multiple languages. Furthermore, the Selected Offeror will provide regular reports on the progress and effectiveness of the marketing and communications efforts.

For additional information on the requirements for this proposal, refer to Section 8, Specifications/Qualifications/Statement of Work, of this RFP.

#### 4.5. Capacity Background Information

**Exhibit 2. Plan Year 2020 – 2023 Enrollment Totals**

2020	2021	2022	2023
292,945	291,215	323,427	342,995

Exhibit 2 represents Illinois’ enrollment totals for Plan Years 2020 – 2023.

**Exhibit 3. Plan Year 2024 Plan Selections**

Number of Customers with a Marketplace Plan Selection	New Customers	Total Re-Enrollees	Active Re-Enrollees	Automatic Re-Enrollees
398,814	116,437	282,377	186,428	95,949

Exhibit 3 represents Illinois’ plan selection and enrollment metrics for Plan Year 2024 (source: Centers for Medicare & Medicaid Services [CMS] [OEP Public Use Files](#)). Offerors should consider these customer volumes when developing their proposals and assessing the level of effort necessary to deliver on the scope of services.

#### 4.6. Type of Contract

The State, in its sole discretion, may undertake negotiations with Offerors whose proposals show them to be qualified, responsible, and capable of performing the project. It is proposed that if the State enters a contract as a result of this RFP, it will be a firm-fixed-price (FFP) contract containing the Standard Contract Terms and Conditions as found in Section 10 of this RFP.

### 5. Submission Instructions

## 5.1. Instructions for Submitting Offers

Only electronic submissions of Offers through email will be accepted.

Offerors must email all documents composing an Offer to DOI.SBMProcurement@illinois.gov as a ZIP file attachment.

## 5.2. Submission of Offers

Refer to the Response Instructions and Offeror Response Template found at the Procurement Website.

The State publishes (and will continue to publish) procurement information, including solicitations, awards, and amendments, for the SBM on the Procurement Website. Procurement information may not be available in any other form or location. Offerors are responsible for monitoring this website. The State will not be held responsible if an Offeror fails to receive the optional email notice of future amendments to the solicitation.

## 5.3. Information Contact

The individual listed in the "Information Contact" (i.e., the Procurement Manager) on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate in writing with the Procurement Manager. The State shall not be held responsible for information provided by or to any other person. Offerors should immediately report suspected errors in writing to the Procurement Manager via email. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Procurement Manager.

## 5.4. Offeror Questions and State Response

Offerors must submit all questions pertaining to this solicitation in writing no later than 5:00 PM Central Time on Tuesday, November 5, 2024. The State will post questions received and State responses as an amendment to the original solicitation on the Procurement Website; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring this website.

## 5.5. Submission Offer Due Date and Time

5.5.1. Each solicitation contains the Offer Due Date and Time, appearing as the "Offer Opening Date" on the posting. Offers will be opened and posted on the Procurement Website on the "Offer Opening Date."

5.5.2. Offer Firm Time: The Offer must remain firm for 120 days from opening.

5.5.3. Offer Due Date and Time: Friday, December 6, 2024, by 12:00 PM Central Time.

## 5.6. Employment Tax Credit

Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits as defined in 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (DOR) via phone at 217-524-4772 for information about tax credits.

## 5.7. Governing Law and Forum

Illinois law and rules govern this solicitation and any resulting contract. Offerors must bring any action relating to this solicitation or any resulting contract to the appropriate court in Illinois. This document contains statutory references designated with "ILCS." Offerors may view the full text at the Illinois General Assembly Website.

## 5.8. Public Records and Requests for Confidential Treatment

Offers become the property of the State. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules unless the Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA.

The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or another law or rule that supports confidential treatment. Regardless, the State will disclose the successful Offeror's name, substance of the Offer, and cost.

If an Offeror requests confidential treatment, the Offeror must submit additional attachments of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. In a separate attachment, the Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

The Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending the Offeror's request for confidential treatment. The Offeror agrees that the State may copy the Offer to facilitate evaluation or respond to requests for public records. The Offeror warrants that such copying will not violate the rights of any third party.

## 5.9. Reservations

Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation; reject any or all Offers; award by items/services, group of items/services, or grand total; and waive minor defects. The State may request a clarification, inspect the Offeror's premises, interview staff,

request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request BAFOs when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with Article 50 of the Illinois Procurement Code, and other applicable state and federal statutes and regulations. This competitive process may require the Offeror to provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperation, the State may reject the Offer as nonresponsive to the solicitation. Submitting an Offer does not entitle the Offeror to an award or contract. Posting an Offeror's name in a Bulletin notice does not entitle the Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. The Selected Offeror shall not commence and will not be paid for any billable work undertaken prior to the date on which all parties execute the contract.

#### 5.10. Award

The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the State will make the award to the responsive and responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Administrative Code. However, if the State does not consider the cost to be fair and reasonable and negotiations fail to meet an acceptable cost, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the cost is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all costs submitted, other known costs, the project budget, and other relevant factors. The State will post a notice to the Bulletin identifying the apparent most responsive and responsible Offeror.

#### 5.11. Protest Review Office

The Offeror may submit a written protest to the Protest Review Office. For protests related to specifications, the Protest Review Office must electronically receive the protest no later than fourteen (14) days after the State posts the solicitation or related addendum to the State's website. For protests related to the disqualification of a proposal, the protest must be received within fourteen (14) days (5:00 PM Central Time) after notice of disqualification. For protests related to contract award, the protest must be received within fourteen (14) days (5:00 PM Central Time) after the notice of award is published on the Procurement Website. The Protest Review Office's information is as follows:

Attn: Protest Review Officer (Kathryn Williams)  
Assistant General Counsel  
122 Michigan Ave., 19th Floor  
Chicago, IL 60603  
Email Address: DOI.SBMProcurement@illinois.gov

#### 5.12. Evaluation Process

The State determines how well Offers meet the responsiveness requirements. The State will rank offers, without consideration of cost, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or receive fewer than the minimum required points, if any, will not be considered for cost evaluation and award.

The State evaluates three categories of information: responsiveness, responsibility, and cost. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

### 5.13. Responsiveness

A responsive Offeror is one who submits an Offer that conforms in all material respects to the RFP and includes all required forms.

#### 5.13.1. Subcontractor Disclosure

If the Offer includes any subcontractors, then the Offeror shall include information regarding their subcontractors per the requirements detailed in Section 8.4 of this RFP.

#### 5.13.2. If completing the IPG Active Registered Offeror/Vendor Disclosure Form (formerly named Forms B), then responsiveness may include but not be limited to:

- Active IPG registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

#### 5.13.3. If completing the Offeror/Vendor Disclosure Form (formerly named Forms A), required forms may include but not be limited to:

- Business and Directory Information: The Offeror should complete and return the Business and Directory Information form in Offeror Disclosure, Part 1.
- Illinois Department of Human Rights (IDHR) Public Contracts Number: The Offeror shall complete and return the IDHR Public Contracts Number form in Offeror Disclosure, Part 2.
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity before submitting a bid and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Offeror Disclosure, Part 3.
- Standard Illinois Certifications: The Offeror shall complete and return the Standard Illinois Certifications form in Offeror Disclosure, Part 4.

- State Board of Elections Registration: The Offeror may be prohibited from making political contributions and required to register with the State Board of Elections. For more information, see State Board of Elections in Offeror Disclosure, Part 5.
- Disclosure of Business Operations with Iran: The Offeror should complete and return the Disclosure of Business Operations with Iran form in Offeror Disclosure, Part 6.
- Financial Disclosures and Conflicts of Interest: The Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Offeror Disclosure, Part 7.
- Taxpayer Identification Number: The Offeror should complete and return the Taxpayer Identification form in Offeror Disclosure, Part 8.

5.13.4. The State will determine whether the Offer meets the stated requirements. The State may accept or allow corrections for minor differences or deviations that have negligible impact on the cost or suitability of the supply or service to meet the State's requirements. If no Offeror meets a particular requirement, the State may waive that requirement.

5.13.5. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof that the other product meets the stated specifications and is equivalent to the brand product in terms of quality, performance, and desired characteristics.

5.13.6. The State will determine whether the Offeror complied with the instructions for submitting Offers. Except for late submissions and other requirements that must be part of the submission by law, the State may require that an Offeror correct any deficiency as a condition of further evaluation.

## 5.14. Responsibility

5.14.1. A responsible Offeror is one who has the (1) capability in all respects to fully perform the contract requirements, and (2) integrity and reliability that will assure good faith in performance. The State determines whether the Offeror is a "responsible" Offeror; specifically, this is an Offeror with whom the State can or should do business. For example, the State may consider the following elements:

5.14.1.1. A "prohibited Offeror" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for Offers, RFP, or request for information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For the purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement shall submit an Offer or proposal or receive a contract for that procurement need. Nothing herein is intended to prohibit an Offeror from offering to supply development of technology, goods, or services

after providing the State with a demonstration of the development of such technology, goods, or services, provided that the subject of the demonstration to the state represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting an Offer or entering into a contract if the person or business:

5.14.1.2. Initiates a communication with an employee of the State to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code; or,

5.14.1.3. Responds to a communication initiated by an employee of the State to provide information to evaluate new products, trends, services, or technologies.

5.14.2. Other factors that the State may evaluate to determine responsibility include but are not limited to political contributions, certifications, conflicts of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to supply products and services relevant to this RFP, and the ability to provide required maintenance services or other matters relating to the Offeror's ability to deliver in the quality and quantity within the time and cost as specified in this solicitation.

5.14.3. The Selected Offeror must always have sufficient financial resources, in the opinion of the State, to ensure the performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures the performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the Offeror lacks the financial resources to perform under the contract.

5.14.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

5.14.5. Prime Contractor Responsibilities

The Selected Offeror must directly perform services valued at least at fifty percent (50%) of the total contract value. Nevertheless, the contract will require the Selected Offeror to assume responsibility for all services offered in its proposal, whether it produces them itself or by subcontract. Further, the State will consider the Selected Offeror to be the sole point of contact regarding all contractual matters.

## 5.15. Business Enterprise for Minorities, Women, and Persons with Disabilities Act Participation and Utilization Plan

The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a BEP Utilization Plan by a non-certified BEP vendor shall render the Offer non-responsive per 30 ILCS 575/4(f). Offerors must direct all questions regarding the subcontracting goal to the State BEP Liaison before submission of proposals.

BEP Liaison: Yarvo Roberts

BEP GOAL: 6%

National Institute of Governmental Purchasing (NIGP) Codes: 915-22

Email Address: [DOI.SBMProcurement@illinois.gov](mailto:DOI.SBMProcurement@illinois.gov)

Businesses included in BEP Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified as BEP vendors prior to the Offer Opening Date. Offerors can go to <https://cei.illinois.gov/> for complete requirements for BEP certification, and <https://ceibep.diversitysoftware.com/> to search for certified BEP vendors.

## 6. Cost Proposal

### 6.1. Pricing Guidelines

The information requested in Section 8 of this RFP shall constitute the cost proposal. The Offeror shall deliver the cost proposal electronically as a separate file and must not include it in any part of the technical proposal. The Offeror should break down the total proposed cost into the components set forth in the Cost Response Template. The Offeror should not include any assumptions in its cost proposal. If the Offeror includes assumptions in its cost proposal, the Issuing Office may reject the proposal. The Offeror should direct any questions about whether a cost or other component is included or applies in writing to the Procurement Manager pursuant to Section 4.2 of this RFP. All Offerors will then have the benefit of the Agency's written answer so that all Offerors submit costs on the same basis. The State will consider costs associated with the base contract term and renewal terms for cost-scoring purposes. The State will reimburse the Selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term in accordance with contract requirements and only after the State has issued a notice to proceed. The costs in the Cost Response Template are the only costs that will be utilized in the scoring of the costs for this RFP. In addition, the Offeror understands and acknowledges that by submitting these costs, payments for services will not exceed the total submitted.

--End of Instructions--

## 7. Offeror Selection

### 7.1. Evaluation Criteria

The Offeror will be evaluated on their comprehensive understanding of the RFP's work requirements and mastery of the relevant subject matter, as demonstrated in the Offeror's proposal, including how the work will be done. The Offerors will also be evaluated on their ability to articulate strategic recommendations, tactics, and creativity and how the proposed recommendations will reduce the number of uninsured individuals in Illinois.

This proposal has two components: technical and cost. The State will evaluate and rank each part independently of the others. Exhibit 3 below provides the scoring approach.

**Exhibit 3. Scoring Approach**

<b>Evaluation Factor</b>	<b>Points Available</b>
<b>Mandatory Qualifications</b>	<b>Pass/Fail</b>
<b>Required Forms</b>	<b>Pass/Fail</b>
<b>Technical Proposal</b>	<b>1,500</b>
Summary	<b>400</b>
Marketing & Communications Strategy	<b>100</b>
Market Research	<b>100</b>
Creative Services	<b>100</b>
Advertising Plan	<b>100</b>
Public Relations	<b>100</b>
Translation Services	<b>100</b>
Reporting and Accountability	<b>100</b>
Key Personnel	<b>100</b>
Qualifications Showcase	<b>100</b>
Timeline, Tasks, and Deliverables	<b>200</b>
<b>Cost Proposal</b>	<b>500</b>
<b>Total Points Available</b>	<b>2,000</b>

#### 7.1.1. Technical Proposal Evaluation Criteria

7.1.2. As indicated above, the State has established the weight for the technical criterion for this RFP as 1,500 of the total points. Evaluation will be based on the following criteria:

- 7.1.2.1. Soundness of approach.
- 7.1.2.2. Offeror and personnel qualifications.
- 7.1.2.3. Understanding of the goals and objectives of this RFP.
- 7.1.2.4. Soundness of the approach to implementation, maintenance, and operations.
- 7.1.2.5. Offeror qualifications, including relevant experience and capacity to implement, maintain, and operate.

- 7.1.2.6. References.
- 7.1.2.7. Ability to meet timelines.

### 7.1.3. Cost Proposal Evaluation Criteria

- 7.1.3.1. The State has established the weight for the cost criterion of this RFP as 500 of the total points. The cost criterion is rated by giving the lowest total cost proposal with the maximum number of pricing points available. The State will prorate remaining proposals by the percent higher than the lowest total cost.

## 7.2. Evaluation Process

- 7.2.1. The State has selected an Evaluation Committee of qualified personnel to review and evaluate timely submitted proposals. This process will take place as indicated in Section 2, Calendar of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals to clarify aspects of the proposals. However, the State may accept and evaluate proposals without such discussion. Offerors SHALL NOT initiate discussions during this time.

## 7.3. Final Ranking and Award

If applicable, the Evaluation Committee will select, and the Procurement Manager will notify, the Offerors per schedule Section 2, Calendar of Events, or as soon as possible thereafter for oral presentations. The state will determine the schedule for oral presentations at this time per the method described in Section 2.16 above. After conducting the oral presentation process, the State will combine the Evaluation Committee's final technical and cost proposal scores in accordance with the relative weights assigned to these areas as set forth in this section of the RFP.

The State will rank Offerors according to the total overall score assigned to each in descending order. Upon completion of this process, the State will notify in writing of its selection for negotiation the Selected Offeror whose proposal receives the highest score.

The State has the discretion to reject all proposals or cancel the RFP at any time prior to fully executing a contract when it is in the best interests of the State. The reasons for the rejection or cancellation shall be made part of the contract file. This also applies if the State does not consider the cost to be fair and reasonable and if negotiations fail to meet an acceptable cost (i.e., the State reserves the right to cancel the award and take appropriate action to meet the needs of the State). The State determines whether the cost is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all costs submitted, other known costs, the project budget, and other relevant factors.

## 7.4. Mandatory Requirements

To be eligible for selection, the Offeror must (1) submit the required forms, technical proposal, and cost proposal per the specified time in Section 2, Calendar of Events; and (2) properly sign the proposal.

#### 7.5. Nonconforming Proposals

The Mandatory Requirements set forth in Section 7.4 above are the only RFP requirements that the State will consider to be non-waivable. The State may, in its sole discretion, (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

## 8. Specifications/Qualifications/Statement of Work

### 8.1. General Requirements

#### 8.1.1. Goal

The State of Illinois seeks a qualified Offeror to provide comprehensive marketing and communication services to support the Get Covered Illinois (GCI) health insurance marketplace. The primary goal of this project is to develop and execute a robust marketing and communication strategy that effectively promotes GCI, increases enrollment in health insurance plans, and enhances overall awareness and understanding of the marketplace among Illinois residents. The selected Offeror will be responsible for conducting market research, developing creative content, implementing advertising campaigns, managing public relations efforts, and providing translation and accessibility services. The ultimate objective is to ensure that all Illinois residents, particularly those who are traditionally uninsured or underinsured, have access to the information and resources they need to make informed decisions about their health insurance coverage.

#### 8.1.2. Standards

The Selected Offeror must adhere to all applicable federal and state laws, regulations, rules, policies, and standards relating to the SBM as may be modified during the term of the contract, including state mandates and standards. In addition, the Selected Offeror must have a working knowledge of all federal and state mandates, regulations, standards, and requirements that apply to this project, including operational compliance with any applicable legislation passed at the federal level throughout the term of the contract. The Selected Offeror must pass or remedy all respective audits, including those conducted by the State, federal government, and other auditing sources. The Selected Offeror must adhere to all federal and state mandates and standards.

All IT, including electronic information, software, systems, and equipment developed or provided under this contract must comply with the applicable requirements of the Illinois

Information Technology Accessibility Act (30 ILCS 587). Standards are published at <https://doit.illinois.gov/accessibility/iitaa>.

### 8.1.3. Capacities

The selected Offeror must demonstrate the ability to handle fluctuations in workload during peak periods, such as product launches, major campaigns, or in response to unforeseen events that may require rapid communication or adjustments to marketing strategies. Key business cycles that may necessitate increased support or flexibility include, but are not limited to:

- Product launch periods (including weekends)
- The weeks leading up to major marketing campaigns or promotional events
- End-of-month or end-of-quarter reporting and analysis periods
- Periods with heightened media or public relations activity
- Post-campaign analysis and reporting periods
- Days surrounding major holidays or significant cultural events that may impact marketing activities

## 8.2. Requirements

### 8.2.1. Marketing & Communications Strategy

The selected Offeror will develop a comprehensive strategy that will serve as the foundation for all marketing and communications, outreach, and engagement efforts. The strategy will outline the overall approach to reach target audiences, drive enrollment in Marketplace health insurance plans, and achieve the Marketplace's goals. Key components of the marketing and communications strategy should include, but are not limited to:

- Development and implementation of a comprehensive, year-round, multi-channel, multi-lingual marketing and advertising plan with a particular focus on developing awareness and education on the Marketplace, increasing enrollment, retaining existing members, and encouraging annual policy renewals.
- Strategies to address health insurance disparities among communities of color, lower income residents, and individuals with disabilities.
- Assessment and recommendations for promotional strategies and communication vehicles for diverse target audiences.
- Proposal and implementation of a commercial off-the-shelf digital communications tool that can integrate with the Marketplace's eligibility and enrollment system and call center systems. The digital communications tool should be capable of using Marketplace data and other digital communications tool data to develop targeted communication campaigns to customers and other stakeholders, to be able to measure and report detailed activity and outcomes from campaigns. A wide range of campaign approaches should be supported through a range of distribution methods, including at least email and SMS. When the contract term expires or terminates, and

at any other time at the written request of the State, the commercial off-the-shelf digital communications tool shall be retained by the State and Selected Offeror shall be responsible for participating in any transition activities as requested by the State.

- Optimization of the marketing budget allocation and a maximized return on investment.

### 8.2.2. Market Research

The selected Offeror will conduct market research to provide insights into target audiences and overall market trends. Qualitative and quantitative methods should inform the development and refinement of marketing strategies, ensuring that efforts are targeted and effective. Key components of market research activities should include, but are not limited to:

- Conduct market research to inform creative concepts, campaign messaging and strategies before, throughout, and after each Open Enrollment Period as well as ad hoc requests (i.e., significant legislative changes).
- Research must cover geographically diverse areas of the state and culturally diverse populations.
- Research should include methods such as focus groups for creative testing, online message testing, telephone interviews, and surveys.
- Solicit input and feedback on the current messages and branding of Get Covered Illinois and provide strategic recommendations.
- Development of target populations based on demographic and other data.
- Solicit input and feedback on effective types of written and verbal communication vehicles and strategies that should be used for statewide marketing, outreach, and education to each target population.
- After completion of any research, provide a detailed report containing key findings and recommendations.

### 8.2.3. Creative Services

Creative services encompass the development of culturally relevant, compelling, and engaging content across all channels. It will include copywriting, graphic design, video content and production, infographics, and other creative elements that effectively communicate the Marketplace's message and resonate with target audiences. Key components of creative services should include, but are not limited to:

- Review of current brand guidelines and creation of a style guide for Get Covered Illinois content, including recommendations for updates and/or a brand refresh based on market research findings.
- Content creation, asset development and production, A/B-testing, and evaluation of creative concepts for advertising campaigns and outreach purposes. Creative assets could include television and radio ads, educational videos (including health and

- financial literacy videos for the website), collateral materials, branded graphics, photography, and infographics.
- Ongoing evaluation of existing creative assets for continued use.
  - Development of compelling storytelling marketing pieces based on customer testimonials.
  - Development of collateral materials to support outreach and education efforts in intergovernmental, corporate, and community channels, including such items as co-branded signage, brochures, fact sheets, images, and similar assets.
  - Provide printing services and act as the distribution center for the marketing collateral requests from the GCI Outreach Coordinators and Navigator/Assisters located in multiple locations throughout the state.
  - All documents, videos, and other work products delivered by the selected Offeror must meet all state and federal accessibility standards – Information Technology Accessibility Act (30 ILCS 587) and federal regulation 45 CFR 155.205 (c)

#### 8.2.4. Advertising Plan

The advertising plan will detail the specific tactics and channels that will be utilized to promote the Marketplace and its offerings. It should include creative development, media planning and buying, and campaign execution across various platforms, ensuring maximum reach and impact. The Offeror must show the ability to adapt to changing market realities throughout the length of the campaign. Key components of the advertising plan should include, but are not limited to:

- Design, implementation, and management of a multifaceted advertising campaign across multiple media to drive enrollment in health insurance plans through Get Covered Illinois, including specific tactics to reach individuals disenrolled from Medicaid and eligible for Marketplace coverage.
- Effective reach of diverse audiences, including those who are traditionally more uninsured, underinsured and/or experiencing health disparities.
- Media buys across various channels, including digital, social media, TV/radio, mobile, print, out-of-home, and non-traditional media.
- Advertising plan to include both Paid Media, Digital, and Social Media Strategies:

##### Paid Media Strategy

The selected Offeror will devise a paid media strategy that utilizes paid advertising channels to reach target audiences effectively and achieve the best value for the investment. The Offeror will utilize research to ensure a diverse media mix, selecting the most appropriate media platforms, negotiating placements, and optimizing campaigns to achieve desired outcomes. Key components should include, but are not limited to:

- Development of an integrated, multi-channel approach with an appropriate media mix that aligns with media consumption behavior.
- Media plan and buy recommendations for year-round advertising opportunities.

- Identification of the optimal media mix, channels, and properties for reaching multiple target segments.

#### Digital and Social Media Strategy

The digital and social media strategy will outline the approach to engage audiences online. It should include social media management, content creation, search engine marketing (SEM), and analytics to drive traffic, increase brand awareness, and facilitate enrollment. Key components of the digital and social media strategy should include, but are not limited to:

- Strategic consultation and implementation of social media and SEM plans.
- Development and execution of a social media engagement strategy that includes a plan for cultivating and maximizing channels to foster long-term relationships with customers and creates a culture of care.
- Development of a customer service plan for social media channels.
- Building an asset library to be used across all channels including content and graphics for social media communications in English and Spanish.
- Creation and maintenance of a social media calendar, including informative posts with visuals that align with engagement strategy.
- Development of cost-effective SEM strategies and tactics to drive traffic to the website, including the acquisition of similar URLs.

#### 8.2.5. Public Relations

The selected Offeror will develop and manage public relations strategies that focus on building and maintaining a positive image for the Marketplace at the county and state level. The selected Offeror will conceive and create unique opportunities to increase enrollment as a component of the marketing campaign. Key components of the public relations component should include, but are not limited to:

- PR efforts, including content creation, media relations, earned media, crisis communications, event planning, community engagement, and cross-cultural outreach.
- Creative ideas to generate earned media attention around open enrollment and related deadlines, Special Enrollment Periods, and the Marketplace.
- Communicating the structure and strengths of Get Covered Illinois partners, including Navigator grantees, agents and brokers, and other enrollment assistance.
- Pitch stories to media contacts to maximize opportunities, especially within target demographics.
- Gather stories across the state to show how the Marketplace has positively impacted Illinois residents, to support the importance of health insurance, and to generate media coverage.
- Development and distribution of Public Service Announcements.

- Research and identification of organizations for outreach to build promotional partnerships and sponsorship opportunities.

#### 8.2.6. Translation and Accessibility Services

The Marketplace is subject to both Title VI of the Civil Rights Act and Section 1557 of the Affordable Care Act, which prohibit discrimination on the basis of national origin. Get Covered Illinois is required to “take reasonable steps” to provide meaningful access for those with limited English proficiency (LEP). Therefore, the Marketplace requires certified, full-service translation services for the most commonly spoken languages in Illinois.

The selected Offeror will provide translation services to ensure that all marketing and outreach materials are accessible to diverse populations, including translating content into various languages, ensuring accuracy and cultural relevance. Key components of translation and accessibility services should include, but are not limited to:

- Certified and timely translation services for advertising and collateral materials into Spanish including:
  - o Marketplace application forms and the Eligibility and Enrollment (E&E) (User Interface) UI, Interactive Voice Response (IVR), and customer notices
  - o All applicable Marketplace public notices
- Include taglines on critical documents that indicate the availability of language services in the top 15 languages spoken by the state’s LEP population.
- Translation of printed collateral material into additional languages as needed.
- Ensure all printed collateral material meet ADA accessibility standards found here: [federal regulation 45 CFR 155.205 \(c\)](#)

#### 8.2.7. Reporting and Accountability

The selected Offeror will be responsible for providing comprehensive and timely reports that demonstrate progress, effectiveness, and accountability in all aspects of the marketing and communication strategy. The following outlines the key reporting requirements:

- Regular Progress Reports: The selected Offeror will submit regular progress reports detailing the status of all project activities, including accomplishments, challenges, and upcoming milestones. The frequency and format of these reports will be determined in collaboration with GCI but may include weekly, monthly, or quarterly updates.
- Campaign Performance Reports: Following the conclusion of each major campaign or enrollment period, the selected Offeror will provide a detailed campaign performance report. This report will include:
  - o A comprehensive analysis of campaign reach, engagement, and conversion metrics.
  - o An evaluation of the effectiveness of different marketing channels and tactics.
  - o Insights into audience demographics and behaviors.

- Recommendations for future campaigns based on data-driven insights.
- Market Research Reports: When market research is conducted, the selected Offeror will prepare a report summarizing the findings, conclusions, and recommendations. This report will inform the development of targeted marketing strategies and creative approaches.
- Financial Reports: The selected Offeror will submit regular financial reports detailing project expenditures, ensuring transparency and accountability in budget management. The selected Offeror will work closely with GCI to establish acceptable formatting of invoices.
- Ad Hoc Reports: GCI may request additional reports or analyses as needed to monitor project progress and evaluate outcomes. The selected Offeror will respond to these requests in a timely and efficient manner.
- Presentation of Findings: The selected Offeror will present key findings and recommendations from reports and analyses in a clear and concise manner, facilitating informed decision-making and strategic planning.
- The selected Offeror will work closely with GCI to establish specific reporting timelines, formats, and metrics to ensure that reporting requirements are aligned with GCI's needs and expectations. The selected Offeror will also be proactive in communicating any challenges or issues that may impact project timelines or deliverables.

### 8.3.Key Personnel

- 8.3.1.The Offeror shall identify the Key Personnel assigned to this project, including, at a minimum, the Project Manager/Account Lead, Creative Director, Media Buyer/Planner, Public Relations Specialist, Digital Strategist, and any other individuals the Offeror deems critical to the project's success. The Offeror shall provide resumes for each proposed Key Personnel member, detailing their relevant skills, experience, and qualifications.
- 8.3.2.The Offeror shall assign the individuals identified as Key Personnel in their proposal to perform the services outlined in this RFP. The State may request that certain Key Personnel be available for on-site meetings or presentations as needed. The Offeror shall propose the most effective arrangement of on-site and off-site resources to ensure timely and efficient project delivery.
- 8.3.3.The State reserves the right to request additional Key Personnel or other resources to be assigned to the project if deemed necessary. The Offeror shall comply with such requests, ensuring that any additional personnel possess the necessary qualifications and experience to fulfill their assigned roles.
- 8.3.4.The Offeror shall notify the State immediately if any Key Personnel becomes unavailable during the solicitation, evaluation, or project execution process. The Offeror shall propose a suitable replacement and provide a comprehensive resume for the proposed substitute. The State reserves the right to approve or reject any proposed substitution.

- 8.3.5. The Offeror shall agree that any changes in personnel, whether Key or non-Key, during the contract period will be communicated to the State promptly in writing. The State reserves the right to accept or reject any proposed personnel changes.
- 8.3.6. The State will evaluate all proposed Key Personnel and any subsequent substitutions or additions. The State will notify the Offeror of its decision in writing. Disapproval of any proposed individual shall not constitute grounds for non-performance by the Offeror or form the basis for any claims for additional compensation, schedule extensions, or other adjustments.
- 8.3.7. If the Offeror proposes to utilize any teaming or subcontractor arrangements, they must provide a detailed description, including company names, involved personnel, and the specific portions of the work to be performed by each party. The Offeror shall clearly differentiate between teaming and subcontractor arrangements.
- 8.3.8. The State reserves the right to accept or reject any or all proposed project personnel. All Offeror personnel, including any subcontractors, must comply with the requirements outlined in this RFP and any additional requirements the State may deem necessary. The State also reserves the right to request reference information for any proposed personnel.

## 8.4. Subcontracting

- 8.4.1. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If the Offeror is to utilize subcontractors, the Offeror must identify subcontractors expected to receive \$100,000 or more annually under the contract and disclose the expected amount of money that each will receive in the Offeror/Vendor Disclosure Form.
- 8.4.2. The Selected Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State with a copy of all such subcontracts within fifteen (15) days after execution of the contract or subcontract, whichever occurs later.
- 8.4.3. Any subcontracts into which the Selected Offeror enters prior to the award of the contract are done at the sole risk of the Selected Offeror and subcontractor(s).

## 8.5. Where Services Are to be Performed

- 8.5.1. All billable services performed under the resulting contract by the Selected Offeror and its subcontractors, including but not limited to consultation, design, development,

implementation, M&O, and training shall be performed and stored in the continental United States. This section does not apply to the purchase of software licenses or other incidental supplies utilized under the resulting contract provided the Selected Offeror meets the above provisions above. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Selected Offeror performs billable services purchased hereunder in another country in violation of this provision, such action shall be deemed by the State as a breach of contract by the Selected Offeror and the State may execute all contractual remedies.

8.5.2. Throughout the term of this contract, the Selected Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Selected Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Selected Offeror shifts any such work outside of the United States. While not required, the State would prefer services to be performed and located in the State of Illinois.

## 9. Timeline, Tasks, and Deliverables

### 9.1. Overall Timeline and Key Deliverables

Phase	Key Activities	Key Deliverables	Timeline
Phase 1: Planning and Strategy Development	<ul style="list-style-type: none"> <li>- Project kickoff and team onboarding</li> <li>- Conduct initial market research and analysis</li> <li>- Develop comprehensive marketing and communications strategy</li> <li>- Define target audiences and messaging</li> <li>- Establish key performance indicators (KPIs)</li> <li>- Develop a detailed project plan and timeline</li> <li>- Identification of digital communications tool</li> </ul>	<ul style="list-style-type: none"> <li>- Marketing and communications strategy document</li> <li>- Target audience profiles</li> <li>- KPI framework</li> <li>- Project plan and timeline</li> </ul>	Months 1-2
Phase 2: Creative Development and Production	<ul style="list-style-type: none"> <li>- Develop brand guidelines and style guide</li> <li>- Create and produce creative assets (e.g., videos, graphics, photography)</li> <li>- Develop advertising campaign concepts and messaging</li> <li>- Implementation of digital communications tool</li> </ul>	<ul style="list-style-type: none"> <li>- Brand guidelines and style guide</li> <li>- Creative asset library</li> <li>- Advertising campaign concepts</li> </ul>	Months 2-4

Phase	Key Activities	Key Deliverables	Timeline
Phase 3: Campaign Launch and Execution	<ul style="list-style-type: none"> <li>- Launch advertising campaigns across various channels (digital, social media, TV/radio, print, etc.)</li> <li>- Implement public relations and media outreach strategies</li> <li>- Manage social media engagement and community building</li> <li>- Monitor and optimize campaign performance</li> <li>- Conduct ongoing market research and analysis</li> <li>- Refine marketing strategies and tactics as needed</li> </ul>	<ul style="list-style-type: none"> <li>- Campaign launch and ongoing management</li> <li>- Media monitoring and analysis reports</li> <li>- Social media engagement reports</li> <li>- Market research updates</li> <li>- Campaign performance reports</li> </ul>	Months 4-12
Phase 4: Evaluation and Reporting	<ul style="list-style-type: none"> <li>- Conduct regular performance reviews and analysis</li> <li>- Measure and report on KPIs</li> <li>- Provide detailed reports on campaign performance, market research findings, and financial expenditures</li> <li>- Present findings and recommendations to GCI</li> <li>- Continuously evaluate and improve marketing and communications strategies</li> </ul>	<ul style="list-style-type: none"> <li>- Regular progress reports</li> <li>- Campaign performance reports</li> <li>- Market research reports</li> <li>- Financial reports</li> <li>- Presentation of findings and recommendations</li> </ul>	Ongoing

**Note:** This timeline is a proposed framework and may be adjusted based on GCI's specific needs and priorities and the selected Offeror. The Offeror will work closely with GCI to establish detailed timelines and milestones for each phase and deliverable.

**Additional Considerations:**

- **Flexibility:** The timeline should be flexible enough to accommodate unexpected changes or challenges that may arise during the project.
- **Collaboration:** The Offeror will work in close collaboration with GCI throughout the project to ensure alignment and effective communication.
- **Agility:** The Offeror will demonstrate agility and adaptability in responding to evolving market trends and consumer behaviors.
- **Measurement and Evaluation:** The Offeror will prioritize data-driven decision-making and continuous improvement through ongoing measurement and evaluation of marketing and communications efforts.

This project work plan and timeline provide a comprehensive overview of the anticipated phases and key deliverables for the GCI marketing and communications project. The selected Offeror will work closely with GCI to refine and finalize the timeline, ensuring that it aligns with GCI's goals and objectives.

## 9.2.Overall Deliverable Details

The following section details the deliverables associated with each stage and phase anticipated to be provided by the Selected Offeror. The following subsection identifies those deliverables that are not stage- or phase-specific.

### 9.2.1. Marketing & Communications Strategy

#### Phase 1: Strategy Development

- Comprehensive marketing and communications strategy document
- Detailed plan for addressing health insurance disparities
- Assessment and recommendations for promotional strategies and communication vehicles
- Proposal for digital communications tool implementation
- Marketing budget allocation and ROI optimization plan

#### Phase 2: Strategy Implementation & Ongoing Management

- Regular progress reports on strategy execution
- Performance metrics and analysis
- Recommendations for strategy refinement

### 9.2.2. Market Research

#### Phase 1: Research Design & Execution

- Detailed market research plan
- Qualitative and quantitative research findings
- Target audience profiles
- Communication vehicle and strategy recommendations

#### Phase 2: Ongoing Research & Analysis

- Regular market research updates
- Ad hoc research reports as needed
- Recommendations for marketing strategy adjustments

### 9.2.3. Creative Services

#### Phase 1: Brand & Style Guide Development

- Updated brand guidelines and style guide
- Creative asset library (e.g., videos, graphics, photography)

#### Phase 2: Content Creation & Production

- Creative concepts for advertising campaigns and outreach
- Collateral materials for various channels
- Printing and distribution services

#### 9.2.4. Advertising Plan

##### Phase 1: Advertising Strategy & Media Planning

- Multifaceted advertising campaign plan
- Media plan and buy recommendations
- Digital and social media strategy

##### Phase 2: Campaign Execution & Management

- Campaign performance reports
- Media buy analysis and optimization
- Social media engagement and customer service plans

#### 9.2.5. Public Relations

##### Phase 1: PR Strategy Development

- Comprehensive public relations plan
- Media relations and earned media strategies
- Community engagement and cross-cultural outreach plans

##### Phase 2: PR Execution & Media Management

- Press releases and media pitches
- Earned media coverage reports
- Event planning and execution

#### 9.2.6. Translation and Accessibility Services

##### Ongoing Deliverables

- Certified translations of all marketing and outreach materials
- ADA-compliant printed collateral
- Language access tags on documents

#### 9.2.7. Reporting and Accountability

##### Ongoing Deliverables

- Regular progress reports
- Campaign performance reports
- Market research reports
- Financial reports
- Ad hoc reports as requested
- Presentation of findings

The Selected Offeror will work closely with GCI to establish specific timelines, formats, and metrics for each deliverable to ensure alignment with GCI's needs and expectations. The

Offeror will also be proactive in communicating any challenges or issues that may impact project timelines or deliverables.

## 10. Contractual Terms

### 10.1. Precedence of Terms

Should there be an agreement between the parties, such an agreement shall consist of all documents listed in Section 10 of this RFP. Except as otherwise expressly stated in the event of a conflict between or among the provisions contained in these documents, the following order of precedence shall control:

- 10.1.1. The Terms and Conditions contained in Section 10 of this RFP.
- 10.1.2. Request for Proposal.
- 10.1.3. "Bridging Document."
- 10.1.4. Offeror's Response to the RFP.
- 10.1.5. Other.

### 10.2. Term and Termination

- 10.2.1. Term of this Contract: This contract has an initial term of three (3) years. If a start date is not identified, the term shall commence upon the last dated signature of the parties.
- 10.2.2. In no event will the total term of this contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years.
- 10.2.3. The Selected Offeror shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

### 10.3. Renewal

- 10.3.1. Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Four (4) years in any one of the following manners:
  - 10.3.1.1. One renewal covering the entire renewal allowance;
  - 10.3.1.2. Individual one-year renewals; or
  - 10.3.1.3. Any combination of full or partial renewals up to any, including the entire renewal, allowance.
- 10.3.2. Any renewal of this contract is subject to the same terms and conditions as they apply to the initial term of the contract unless otherwise provided in the cost section of this RFP. The State may renew this contract for any or all of the option periods specified, exercise any of the renewal options early, and exercise more than one option at a time based on continuing needs and favorable market conditions when in the best interest of the State. This contract may neither be renewed automatically nor renewed solely at the Selected Offeror's option.

#### 10.4. Termination for Cause

The State may terminate this contract, in whole or in part, immediately upon notice to the Selected Offeror if (1) the State determines that the actions or inactions of the Selected Offeror, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; or (2) the Selected Offeror has notified the State that it is unable or unwilling to perform this contract.

If the Selected Offeror fails to perform any material requirement of this contract to the State's satisfaction, violates a material provision of this contract, or the State determines that the Selected Offeror lacks the financial resources to perform the contract, then the State shall provide written notice to the Selected Offeror to cure the problem identified within the period specified in the State's written notice. If not cured by that date, the State may either:

- (1) Immediately terminate this contract without additional written notice; or,
- (2) Enforce the terms and conditions of this contract.

For termination due to any of the causes contained in this section of the RFP, the State retains its right to seek any available legal or equitable remedies and damages.

#### 10.5. Termination for Convenience

The State may, for its convenience and with thirty (30) days' prior written notice to the Selected Offeror, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Selected Offeror.

- 10.5.1. Upon submission of invoices and proof of claims, the Selected Offeror shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

#### 10.6. Availability of Appropriation

This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract in whole or in part without penalty or further payment being required if the (1) Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60); (2) Governor decreases the State's funding by reserving some or all of the State's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) State determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Selected Offeror will be notified in writing of the failure of appropriation or a reduction or decrease.

## 10.7. Payment Terms and Conditions

- 10.7.1. Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. Code 900. This shall be the Selected Offeror's sole remedy for late payments by the State. Payment terms contained in the Selected Offeror's invoices shall have no force or effect.
- 10.7.2. Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9."
- 10.7.3. Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the parties even if the effective date of this contract is prior to execution.
- 10.7.4. Prevailing Wage: As a condition of receiving payment, the Selected Offeror must:
- 10.7.4.1. Be in compliance with this contract;
  - 10.7.4.2. Pay its employees prevailing wages when required by law;
  - 10.7.4.3. Pay its suppliers and subcontractors according to the terms of their respective contracts; and
  - 10.7.4.4. Provide lien waivers to the State upon request.

Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard services, and food services. The Illinois DOL revises the prevailing wages, available on the Illinois DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. The Selected Offeror is responsible for contacting the Illinois DOL via phone at 217-782-6206 or the [Labor Website](#) to ensure an understanding of prevailing wage requirements.

## 10.8. Invoicing

By submitting an invoice, the Selected Offeror certifies that the supplies or services provided meet all requirements of this contract and the amount billed, as well as that expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise, the Selected Offeror may be required to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset. 30 ILCS 210.

- 10.8.1. The Selected Offeror shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, the Selected Offeror may request the applicable State's Illinois tax exemption number and federal tax exemption information.

10.8.2. The Selected Offeror shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

## 10.9. Invoicing Address

The Selected Offeror shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

**Send invoices to:**

Illinois Department of Insurance

Attn: Fiscal (SBM 02)

320 West Washington Street

Springfield, IL 62767

Email Address: [doi.vendorinvoices@illinois.gov](mailto:doi.vendorinvoices@illinois.gov)

## 10.10. Assignment

This contract may not be assigned or transferred in whole or in part by the Selected Offeror without the prior written consent of the State.

## 10.11. Subcontracting

For purposes of this section of the RFP, subcontractors are those specifically hired to perform all or part of the work covered by this contract. The Selected Offeror must receive prior written approval before use of any subcontractors in the performance of this contract. If required, the Selected Offeror shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that the Selected Offeror must make as a condition of this contract. The Selected Offeror shall include in each subcontract the subcontractor certifications as shown on the Standard Illinois Certification form available from the State. If the Selected Offeror adds or changes any subcontractors at any time during the term of the contract, then the Selected Offeror must promptly notify, by written amendment to the contract, the names, addresses, and expected amount of money that each new or replaced subcontractor will receive pursuant to the contract.

## 10.12. Audit/Retention of Records

The Selected Offeror and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. The Selected Offeror shall maintain books and records, including information stored in databases or other computer systems, for a period of three (3) years from the later of the date of final payment under this contract or completion of

the contract, and by the subcontractor(s) for a period of three (3) years from the later of the date of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Selected Offeror and its subcontractors must retain its respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, Auditor General, Executive Inspector General, Chief Procurement Officer, State of Illinois internal auditors, or other governmental entities with monitoring authority upon reasonable notice and during normal business hours. The Selected Offeror and its subcontractors shall cooperate fully with any such audit and investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Selected Offeror or subcontractors shall not impose a charge for audit or examination of the Selected Offeror's or subcontractor's books and records (30 ILCS 500/20-65).

#### **10.13. Time is Of the Essence**

Time is of the essence with respect to Selected Offeror's performance of this contract. The Selected Offeror shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

#### **10.14. No Waiver of Rights**

Except as specifically waived in writing, failure by a party to exercise or enforce a right does not waive that party's right to exercise or enforce that or other rights in the future.

#### **10.15. Force Majeure**

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration. Epidemic or pandemic is not considered a force majeure event and is subject to the obligations identified in the Selected Offeror's proposal.

#### **10.16. Confidential Information**

Each party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other party while carrying out its responsibilities under this contract. The Selected Offeror shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Selected Offeror information, unless clearly marked as confidential and exempt from disclosure under the Illinois FOIA, shall be considered public. No confidential data collected, maintained, or used

during performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the period of this contract or thereafter. The receiving party must return all data collected, maintained, created, or used during the performance of this contract in whatever form it is maintained promptly at the end of this contract or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving party's possession prior to its acquisition from the disclosing party that were received in good faith from a third party not subject to any confidentiality obligation to the disclosing party; that now or later becomes publicly known through no breach of confidentiality obligation by the receiving party; or that is independently developed by the receiving party without the use or benefit of the disclosing party's confidential information.

### 10.17. Data Privacy and Security

All work performed under this contract shall comply with all federal and state data reporting, data protection, and data privacy laws, regulations, policies, and guidelines, including but not limited to HIPAA.

All data used in performance of this contract shall comply with standard data privacy and security requirements, including but not limited to:

- Minimization of Personally Identifiable Information (PII)
  - Identify the minimum PII elements that are relevant and necessary to accomplish the legally authorized purpose of collection
  - Limit the collection and retention of PII to the minimum elements identified for the purposes described in the State's privacy notice and for which the individual has provided consent.
  - Regularly evaluate PII data holdings to ensure that (i) only PII identified in an applicable privacy notice is collected and retained, and (ii) the PII continues to be necessary to accomplish the legally authorized purpose.
- Limited Use of PII
  - Internal Use:
    - Use PII internally only for the authorized purpose(s) identified in federal and state laws and regulations, as described in the State's privacy notice, and for a purpose compatible with those authorized purpose(s).
  - Information Sharing with Third Parties:
    - Share PII externally only for the authorized purpose(s) identified in federal and state laws and regulations, as described in the State's privacy notice, and for a purpose compatible with those authorized purpose(s).
    - Where appropriate, enter into agreements with third parties that specifically describe the PII covered and specifically enumerate the purposes for which the PII may be used.

- Monitor, audit, and train staff on the authorized sharing of PII with third parties and on the consequences of unauthorized use or sharing of PII.
- Evaluate any proposed new instances of sharing PII with third parties to assess whether the sharing is authorized and whether additional or new public notice is required.
- Training:
  - Selected Offeror shall appropriately train and certify all staff for the secure handling and processing of sensitive information, including PII, and HIPAA-protected data. The State shall approve all training materials prior to their use for formal training.
- Business Associate Agreement (BAA)
  - Selected Offeror must complete and submit an executed Business Associate Agreement, using the State's standard agreement, if services require it.

When the contract term expires or terminates, and at any other time at the written request of the State, the Selected Offeror must promptly return to the State all its data (and all copies of this information) in a format agreed upon by the State.

#### 10.18. Use and Ownership

All work performed, or supplies created by the Selected Offeror under this contract, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws. The State of Illinois is granted sole and exclusive ownership to all such work unless otherwise agreed upon in writing. The Selected Offeror hereby assigns to the State all right, title, and interest in and to such work, including any related intellectual property rights, and waives all claims that the Selected Offeror may have to such work, including any so-called "moral rights" in connection with the work. The Selected Offeror acknowledges that the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

#### 10.19. Indemnification and Liability

The Selected Offeror shall indemnify and hold harmless the State of Illinois its agencies, officers, employees, agents, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of any (1) breach or violation by the Selected Offeror of any of its certifications, representations, warranties, covenants, or agreements; (2) actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from the Selected Offeror's negligent performance; (3) act, activity, or omission of the Selected Offeror or any of its employees, representatives, subcontractors, or agents; or (4) actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any

intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither party shall be liable for incidental, special, consequential, or punitive damages.

#### 10.20. Insurance

The Selected Offeror shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured entity for all required bonds and insurance. Certificates may not be modified or canceled until the Selected Offeror has provided at least thirty (30) days' notice to the State. The Selected Offeror shall provide (1) General Commercial Liability insurance in the amount of the contract value in aggregate of individual occurrences, each of which may be the contract value or less (Combined Single Limit Bodily Injury and Property Damage), and the contract value for Annual Aggregate; (2) Auto Liability, including Hired Auto and Non-Owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of the contract value per occurrence or less; and (2) Worker's Compensation insurance in the amount required by law. Insurance shall not limit the Selected Offeror's obligation to indemnify, defend, or settle any claims.

#### 10.21. Independent Contractor

The Selected Offeror shall act as an independent contractor and not an agent or employee of, or joint venturer with, the State. All payments by the State shall be made on that basis.

#### 10.22. Solicitation and Employment

The Selected Offeror shall not employ any person employed by the State during the term of this contract to perform any work under this contract. The Selected Offeror shall give notice immediately to the State if the Selected Offeror solicits or intends to solicit State employees to perform any work under this contract.

#### 10.23. Compliance with the Law

The Selected Offeror and its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders, as well as federal circulars and all license and permit requirements in the performance of this contract. The Selected Offeror shall comply with applicable tax requirements and be current in payment of such taxes. The Selected Offeror shall obtain, at its own expense, all licenses and permissions necessary for the performance of this contract.

#### 10.24. Governing Law

This RFP and any agreement with the Selected Offeror which may result from this procurement shall be governed by the laws of the State of Illinois.

## 10.25. Background Check

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassess any individual who, in the opinion of the State, does not pass the background check

## 10.26. Applicable Law

- 10.26.1. Prevailing Law: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 10.26.2. Equal Opportunity: The Department of Human Rights Equal Opportunity requirements are incorporated by reference (44 ADM. Code 750).
- 10.26.3. Court of Claims, Arbitration, and Sovereign Immunity: The Selected Offeror must file any claim against the State arising out of this contract exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 10.26.4. Official Text: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at [www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp).

## 10.27. Anti-Trust Agreement

If the Selected Offeror does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of this contract, then, upon request of the Illinois Attorney General, the Selected Offeror shall assign to the State all of the Selected Offeror's rights, title, and interest in and to the claim or cause of action.

## 10.28. Contractual Authority

The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the authorized designee signs in addition to an Agency, he/she does so as an approving officer and shall have no liability to the Selected Offeror. When the authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Selected Offeror shall have any liability to the Selected Offeror for that order or orders.

## 10.29. Expatriated Entities

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

### 10.30. Notices

Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (United Postal Service, Federal Express or other similar and reliable carriers), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is received. By giving notice, either party may change its contact information.

### 10.31. Modifications and Survival

Amendments, modifications, and waivers must be in writing and signed by Authorized Representatives of the parties. Any provision of this contract officially declared void, unenforceable, or against public policy shall be ignored, and the remaining provisions shall be interpreted, to the extent possible, to give effect to the parties' intent. All provisions that, by their nature, would be expected to survive shall survive termination. In the event of a conflict between the State's and Selected Offeror's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

### 10.32. Performance Record/Suspension

Upon request of the State, the Selected Offeror shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider the Selected Offeror's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend the Selected Offeror from doing future business with the State for a specified period, or consider the Selected Offeror to be responsible on specific future contract opportunities.

### 10.33. FOIA

This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois FOIA notwithstanding any provision to the contrary that may be found in this contract (5 ILCS 140).

### 10.34. Schedule of Work

Any work performed on State premises shall be performed during the hours designated by the State and in a manner that does not interfere with the State and its personnel.

### 10.35. Warranties for Supplies and Services

- 10.35.1. The Selected Offeror warrants that the supplies furnished under this contract will (1) conform to the standards, specifications, drawings, samples, or descriptions furnished by the State or Selected Offeror and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (2) be merchantable, of good quality and workmanship, and free from defects for a period of twelve (12) months or longer if so specified in writing, as well as fit and sufficient for the intended use; (3) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (4) be of good title and free and clear of all liens and encumbrances and; (5) not infringe any patent, copyright, or other intellectual property rights of any third party. The Selected Offeror agrees to reimburse the State for any losses, costs, damages, or expenses, including, without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 10.35.2. The Selected Offeror shall ensure to transfer all manufacturers' warranties to the State and provide copies of such warranties to the State. These warranties shall be in addition to all other warranties (express, implied, or statutory) and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 10.35.3. The Selected Offeror warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. The Selected Offeror shall monitor the performance of individuals and immediately reassign any individual who does not perform in accordance with this contract, is disruptive or not respectful of others in the workplace, or in any way violates the contract or State policies.

### 10.36. Reporting, Status, and Monitoring Specifications

The Selected Offeror shall immediately notify the State of any event that may have a material impact on the Selected Offeror's ability to perform this contract.

### 10.37. Employment Tax Credit

Selected Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits (35 ILCS 5/216, 5/217). Please contact the Illinois DOR via phone at 217-524-4772 for information about tax credits.

### 10.41. Conflicts of Interest

Selected Offeror must agree to notify Agency immediately in writing if any new situations or actions develop that might be regarded as a potential or actual conflict of interest with Selected Offeror's marketing and communications duties. Information obtained by the Selected Offeror in connection with the marketing and communications activities for the Agency shall under no circumstances be used or disclosed for other marketing and communications activity.

## Appendix A: Required Documents

See the Offeror Response Template for RFP response required forms.

## Appendix B: and Definitions

- **ACA: Patient Protection and Affordable Care Act**
- **ADA: Americans with Disabilities Act**
- **BAFO: Best and Final Offer**
- **BEP: Business Enterprise Program.** The Illinois Commission on Equity & Inclusion program to support business growth in Illinois.
- **Broker/Agent/Producer:** A person or business who can help eligible individuals apply and enroll in a QHP through the SBM. Brokers are licensed and regulated by the states and typically receive payments or commissions from health insurers for enrolling a customer into an issuer's plans.
- **Business Day:** Each day from 8:00 AM through 5:00 PM Central Time, Monday through Friday, excluding state-designated holidays.
- **CHIP: Children's Health Insurance Program**
- **CMS: United States Department of Health and Human Services, Centers for Medicare & Medicaid Services**
- **Confidential:** Confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with [765 ILCS 1065/ Illinois Trade Secrets Act](#).
- **Contract Year:** This specifies each twelve-month (12-month) period commencing at 12:00 AM Central Time on the effective date and each twelve-month anniversary thereafter during the term, including during any extensions of the term.
- **DOI: Illinois Department of Insurance**
- **E&E:** Eligibility and Enrollment system
- **FFE:** Federally Facilitated Exchange
- **FOIA: Freedom of Information Act**
- **Get Covered Illinois:** The customer-facing name for Illinois' SBM.
- **IT: Information Technology.** The hardware and software used to create, store, transmit, manipulate, and display information and data.
- **OE or OEP: Open Enrollment/Open Enrollment Period**
- **QHP: Qualified Health Plan**
- **RFP: Request for Proposals**
- **SBM: State-Based Marketplace**
- **SBM-FP: State-Based Marketplace using the Federal Platform**
- **Selected Offeror:** In addition to the procurement related definition of Selected Offeror, when used in the context of a requirement "the Selected Offeror" implies both "the Solution" and any related human or other manual efforts performed by the Selected Offeror and any of its subcontractors. See definition of "Solution" below.
- **SLA: Service-Level Agreement**