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# 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 from qualified Offerors to provide website services to ensure the functionality, usability, and accessibility of the State-Based Marketplace's customer-facing website (known as Get Covered Illinois). The website sits as an informational gateway to the enrollment and eligibility (E&E) platform, which will be built and administered by a different vendor and is intended to be the landing page for Illinois residents interested in accessing health coverage through the state-based Marketplace. The website will be used to share educational and marketing-related materials with customers and connect them with our E&E portal. The goal is to improve the user interface (UI) and user experience (UX) for their respective customers and increase awareness and enrollment in the state's health insurance Marketplace. The selected Offeror shall work with the state to plan, develop, create, and launch the redesigned website.

The resulting contract with the Selected Offeror shall have an initial term of three (3) years. 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.

#### 1.1.1. Background of the State Based Marketplace (SBM)

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. One of the feasibility study's recommendations was the development of an Illinois-specific state-based marketplace (SBM).

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.

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 providing an eligibility and enrollment system that helps guide customers to the appropriate program, whether a Marketplace health plan, Medicaid, or another state program. This will also give Illinoisans more control, quality choices, and better health insurance coverage protections. The SBM will include a website, eligibility and enrollment platform, customer assistance center (CAC), assisters, navigators, and brokers across the state to assist customers with selecting or purchasing health plans personally. 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 essentially mirror the current relationship and interactions with the FFE.

## 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](https://illinois.gov)).

- 1.2.1. Within the past five years, Offer must have performed services similar to the scope and subject matter outlined in this RFP.
- 1.2.2. The Offeror must have performed user experience UX research using data-driven insights to guide the design and optimization of a website for at least 3 clients.
- 1.2.3. The Offeror's Key Staff, across all positions and project stages of work, must have experience in a role on a website development and maintenance project with a budget of at least \$5M

1.2.4. Of the qualification websites listed in Minimum Qualification #1, at least one (1) or more must have had to be compliant with WCAG 2.1 AA or higher.

1.2.5. The Offeror must have had at least 3 clients where the Offeror used Adobe Experience Manager as the website content management system and

## 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	November 25, 2024
2.	Deadline to Submit Questions	Potential Offerors	December 9, 2024
3.	Response to Written Questions	Procurement Manager	December 23, 2024
4.	Submission of Proposals	Offerors	January 13, 2025
5.	Oral Presentations (if requested by the State)	Offerors	February 21, 2025
6.	Notice of Award	Procuring Agency	March 14, 2025
7.	Protest Deadline	Offerors	March 28, 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, the Offerors will be responsible for monitoring this website for any new or modified information.

2.1.1.Issuance of RFP: This RFP is being issued on November 25, 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 on the date indicated in Section 2, Calendar of Events.

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 Website Services 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 indicated in 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 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 a proposal to provide website administration and design services for Get Covered Illinois (GCI). This website will be the main source of information for Illinois residents seeking health insurance coverage. 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.

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 GCI website visitors to search for free enrollment assistance in their county. The GCI website ([getcovered.illinois.gov](http://getcovered.illinois.gov)) currently serves a wide array of customers including consumers, navigators, agents, and brokers.

The State expects that the Solution and 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 increase 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 building strong, lasting relationships with enrollees. This involves offering helpful resources and making the enrollment and renewal process easy.
- Address Health Disparities: The objective is to ensure everyone has equal access to health insurance, regardless of their background or circumstances.

- 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, ensuring the website meets all applicable accessibility requirements.

## 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

The State is seeking comprehensive website administration and design services for the SBM.

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 subcontractor 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 services provided by the Selected Offeror will play a critical role in that transition. The Offeror will provide website services to ensure the functionality, usability, and

accessibility of the Marketplace’s customer-facing website. These Services include activities such as website maintenance, content management, user experience optimization, and technical support. The Offeror will also assist with implementing website enhancements based on user experience testing findings and provide regular reports on the progress and effectiveness of website design efforts.

For more information on the Marketplace, please visit the Illinois Legislature language for Public Act 103-0103. 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](#)).

##### Exhibit 4. August 2024 GCI Website Traffic

Unique Visitors	Visits	Page Views / Visit	Visits from Mobile Devices	Visits from Non-Mobile Devices
36,635	40,716	1.48	66.7%	33.3%

Exhibit 4 represents typical (non-open enrollment) traffic to the existing GCI website.

##### Exhibit 5. December 2023 Website Traffic (Open Enrollment)

Unique Visitors	Visits	Page Views / Visit	Visits from Mobile Devices	Visits from Non-Mobile Devices
90,629	100,426	1.38	67.2%	32.8%

Exhibit 5 represents traffic to the existing GCI website during the latest open enrollment period. The State recognizes that website traffic will be significantly higher with the SBM.

#### 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 time and materials 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 December 9, 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: January 13, 2025 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 treats 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 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 the 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  
123 Chicago, IL 60603  
124 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. 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 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: Michael Underwood

BEP GOAL: Six Percent (6%)

National Institute of Governmental Purchasing (NIGP) Code: 915-96

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 Issuing Office'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

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>Required Forms</b>	<b>Pass/Fail</b>
<b>Technical Proposal</b>	<b>1,000</b>
Summary	<b>100</b>
Website Administration	<b>200</b>
Website Design	<b>200</b>
Reporting, Accountability, and Quality Assurance	<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>1,500</b>

#### 7.1.1. Technical Proposal Evaluation Criteria

As indicated above, the State has established the weight for the technical criterion for this RFP as 1,000 of the total points.

#### 7.1.2. Cost Proposal Evaluation Criteria

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 the maximum number of pricing points available. The State will prorate the 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 website design services to support the Get Covered Illinois (GCI) health insurance marketplace. The goals of this project are to award a UI/UX design services contract for three years, which covers all supplies and services as indicated in this RFP, and the contracted vendor will work in collaboration with GCI staff to identify appropriate requirements as part of their design services. The ultimate objective is for the Offeror to develop a user-friendly website that can display constantly changing information to our key audiences and allow GCI staff to update content without directly accessing source code. The Offeror must utilize GCI's existing content management system, Adobe Experience Manager.

### 8.1.2.Capacities

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

- Open Enrollment Periods
- Maintenance and Updates
- User Experience Testing and Enhancements
- Unforeseen Circumstances (i.e., website outages or unexpected surges in traffic)
- Website Launch

## 8.2.Requirements

### 8.2.1.Website Services

The selected Offeror will create and manage the public website for the Illinois SBM. This website will be the main source of information for Illinois residents seeking health coverage. This website will, notably, provide the following key functions:

- **Provide easy access to the enrollment system:** The website will connect users to the separate enrollment and eligibility (E&E) platform where they can sign up for coverage.
- **Offer helpful resources:** Visitors can find educational materials and marketing information about health insurance options.
- **Guide users through the process:** The website will direct users to the E&E portal to complete their enrollment."

The selected Offeror's services will include website maintenance, content management, user experience optimization, and technical support. The Offeror must attest to acting as a website administrator as needed. Tasks include editing, uploading, and managing content

in both a development and live environment. The Offeror will work in close partnership with other marketing and communications vendors to ensure brand alignment.

### 8.2.2. Website Administration Services

Key components of website administration services should include, but are not limited to:

- Providing a visioning deliverable that includes the following content:
  - o Business goals and technical specifications
  - o User research and plan
  - o End-user profile assessment and persona development
  - o Sitemap and Information Architecture
  - o Experiences map/User Journey
  - o Visioning workshop
  - o Stakeholder interviews
  - o Requirements gathering
- Creating a responsive design for mobile optimization
- Providing website support by acquiring and maintaining licenses or subscriptions to necessary software and plug-ins.
- Conducting user experience (UX) testing to identify consumer challenges within the enrollment process—assistance with the implementation of website enhancements based on UX testing findings.
- Providing content optimization services to support the development of the redesigned website.
- Providing user interface design deliverables including mockups and interactive prototypes, wireframes and user interface (UI) component, and visual design, including style guidelines and final specs
- Providing user experience design deliverables are an expected outcome of these services and should include the following content: UX flowcharts and sitemap diagrams, UX writing/microcopy, and information architecture enhancement recommendations.
- Providing usability testing and usage analytics reports
- Providing quality assurance testing and monthly health report deliverable, which includes content on:
  - o Front-End Maintenance
  - o Back-End Maintenance
  - o Optimization Maintenance

### 8.2.3. Website Design Services

Key components of website design services should include, but are not limited to:

- Content optimization services include content creation and migration guidelines, content lifecycle and optimization guidelines, and SEO guidelines.

- A component library showing how stand-alone modules will be designed for additional pages.
- Deployment plan with assistance and training materials
- Quality Assurance Maintenance program
- Utilization of branded graphics and images in partnership with marketing and communications vendor for use on the website and/or purchase of stock photography as needed through license terms approved by Get Covered Illinois. Images will be royalty-free and for perpetual use and shall survive the termination of the contract.
- Offerors must have previous experience with the Adobe Experience Manager content management system.
- Website assets, including videos, must be ADA compliant and meet federal Centers for Medicaid and Medicare Services' (CMS) accessibility standards and the [IITAA](#).
- All content and graphics will become the sole property of Get Covered Illinois and cannot be subject to copyright restrictions.

#### 8.2.4. Reporting and Accountability

The selected Offeror will provide comprehensive and timely reports demonstrating progress, effectiveness, and accountability in all aspects of the website design, implementation, and launch. 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.
- **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 invoice formatting.
- **Providing Usability Testing and Usage Analytics Reports:** The selected Offeror will submit a usability test to help identify the problems customers are having with a specific UI and reveal difficult-to-complete tasks and confusing language. The analytics report will show which features customers use, how much time they spend on the mobile App or site, trends over time—and aggregate results across geographies, accounts, users, and custom segments.
- **Website Performance Reports:** A detailed report with expected completion dates and milestones and the status of each area of work under this RFP.
- **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 promptly and efficiently.
- **Presentation of Findings:** The selected Offeror will present key findings and recommendations from reports and analyses clearly and concisely, 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 proactively communicate 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, and any other individuals the Offeror deems critical of 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 additional personnel possess the qualifications and experience to fulfill their assigned roles.
- 8.3.4.The Offeror shall notify the State immediately in writing 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 in writing of any additional or substitute subcontractors hired during the term of the contract. If required, the 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, Maintenance and Operations, 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
Discovery and Planning	- End-user profile assessment, stakeholder interviews, requirements gathering, journey map creation, visioning workshop	- Visioning deliverable, including end-user personas, journey map, and workshop summary	2-4 weeks
Design	- Creation of responsive design, wireframes, mockups, interactive prototypes, UI components, style guide, UX flowcharts, sitemap diagrams, UX writing/microcopy, information architecture recommendations, final specs	- User interface design deliverable (mockups, interactive prototypes, etc.), user experience design deliverable (flowcharts, sitemaps, etc.)	4-6 weeks
Development	- Content creation/migration, component library development, website build-out, ADA compliance checks, CMS integration (Adobe Experience Manager), image sourcing/creation, QA testing	- Functional website, content migration guidelines, content lifecycle and optimization guidelines, SEO guidelines, component library, monthly health report	6-10 weeks
Deployment and Launch	- Deployment plan execution, training material creation, final QA checks, website launch	- Live website, training materials	1-2 weeks
Post-Launch and Maintenance	- Ongoing website maintenance (front-end, back-end, optimization), UX testing, website enhancements based on UX findings, perform website updates, monthly health reports	- Improved website performance, enhanced user experience, ongoing website updates	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:

- **Content Optimization:** This ongoing process ensures the website's content remains relevant, engaging, and optimized for search engines.
- **User Experience (UX) Testing:** Regular UX testing helps identify and address any usability issues, ensuring a smooth experience for all users.
- **Accessibility:** It's crucial to ensure the website adheres to Federal ADA compliance standards throughout the project, making it accessible to all users ([link](#)).
- **Client Collaboration:** Regular communication and feedback from the client are essential throughout the project to ensure the final product meets their expectations and requirements.

This project work plan and timeline provide a comprehensive overview of the anticipated phases and key deliverables for the GCI website services 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.

### 9.1. Discovery & Planning Phase

#### **Visioning Deliverable:**

- Business goals and technical specifications
- Research plan and user research
- **End-User Personas:** Detailed profiles representing key user segments, their needs, goals, and pain points, guiding design decisions.
- **Journey Map:** A visual representation of the user's interaction with the website, highlighting touchpoints, emotions, and opportunities for improvement.
- **Workshop Summary:** Documentation of key insights and decisions from the visioning workshop, ensuring alignment among stakeholders.

### 9.2.1. Design Phase

#### **User Interface (UI) Design Deliverable:**

- **Mockups & Prototypes:** Visual representations of the website's layout and functionality, allowing stakeholders to experience the design.
- **Wireframes:** Basic structural blueprints of the website's pages, outlining content placement and hierarchy.

- **UI Components & Style Guide:** A library of reusable design elements (buttons, forms, etc.) and guidelines for maintaining visual consistency.

**User Experience (UX) Design Deliverable:**

- **UX Flowcharts & Sitemaps:** Visual diagrams illustrating user navigation paths and the overall website structure.
- **UX Writing/Microcopy:** Concise and clear text used in interface elements (buttons, error messages, etc.) to guide and inform users.
- **Information Architecture Recommendations:** Suggestions for organizing and structuring website content for optimal user experience.

**9.2.2. Development Phase**

- **Functional Website:** The core deliverable, a fully developed website incorporating all design elements and functionalities.
- **Content Migration Guidelines:** Detailed instructions for transferring existing content to the new website, ensuring accuracy and completeness.
- **Content Lifecycle & Optimization Guidelines:** Best practices for creating, managing, and updating website content to maintain relevance and engagement.
- **SEO Guidelines:** Recommendations for optimizing website content and structure to improve search engine visibility and organic traffic.
- **Component Library:** A collection of reusable code modules for building additional website pages efficiently.
- **Monthly Health Report:** Regular assessment of website performance, including uptime, security, and user experience metrics.

**9.2.3. Deployment & Launch Phase**

- **Live Website:** The culmination of the project, a publicly accessible website ready to serve its intended audience.
- **Training Materials:** Documentation and resources to empower content editors and administrators to manage the website effectively.

**9.2.4. Post-Launch & Maintenance Phase**

- **Improved Website Performance:** Ongoing efforts to optimize website speed, responsiveness, and overall technical performance.
- **Enhanced User Experience:** Continuous refinement of the website based on user feedback and analytics data to improve usability and engagement.
- Perform ongoing updates to the site such as updating content regularly, fixing broken links, performing data backups, monitoring web traffic, ensuring security against

malware, optimizing for search engines (SEO), checking for compatibility across different browsers, and managing user accounts and permissions, all to maintain a smooth user experience and site functionality.

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. 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. The pricing section of this RFP shows the pricing for the renewal term(s), or the formula for determining cost.

10.3.3. 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. 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.

10.7.3. Prevailing Wage: As a condition of receiving payment, the Selected Offeror must:

- 10.7.3.1. Be in compliance with this contract;
- 10.7.3.2. Pay its employees prevailing wages when required by law;
- 10.7.3.3. Pay its suppliers and subcontractors according to the terms of their respective contracts; and
- 10.7.3.4. 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 (SBE 05)

320 West Washington Street

Springfield, IL 62767

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

## 10.10. No Obligation

This RFP in no manner obligates the State to use any of the Selected Offeror's services unless and until a valid written contract is awarded and approved by all appropriate State authorities.

## 10.11. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## 10.12. Change in Contractor Representatives

The State reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the State, adequately meeting the needs of the State.

## 10.13. Federal Funding

This contract may be partially or completely funded with federal funds. If federal funds are expected to be used, then the percentage of the goods/services paid using federal funds and the total federal funds expected to be used will be provided to the Selected Offeror in the notice of intent to award.

#### 10.14. 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.

#### 10.15. 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.

#### 10.16. 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).

#### 10.17. 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.

#### 10.18. 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.

#### 10.19. 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.

#### 10.20. 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 the 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.

#### 10.21. 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.

#### 10.22. 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. Neither party shall be liable for incidental, special, consequential, or punitive damages.

#### 10.23. 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.

#### 10.24. 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.

## 10.25. 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.

## 10.26. 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.

## 10.27. 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.

## 10.28. Background Check

Whenever the State deems it reasonably necessary for federal compliance reasons, security reasons, and/or IRS Publication 1075 reasons based on access to FTI, the Selected Offeror, at its expense, shall provide criminal and driver history background checks of the Selected Offeror's and subcontractor's officers, employees, or agents. The Selected Offeror shall provide proof of successful background checks upon request. The Selected Offeror or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

## 10.29. Applicable Law

- 10.29.1. Prevailing Law: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 10.29.2. Equal Opportunity: The Department of Human Rights Equal Opportunity requirements are incorporated by reference (44 ADM. Code 750).
- 10.29.3. 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.
- 10.29.4. 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).

### 10.30. 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.

### 10.31. 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.

### 10.32. 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.

### 10.33. 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.

### 10.34. 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.

### 10.35. 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.

### 10.36. 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).

### 10.37. 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.

### 10.38. Warranties for Supplies and Services

- 10.38.1. 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.
- 10.38.2. 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.
- 10.38.3. 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.

#### 10.39. 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.

#### 10.40. 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.

## Appendix A: Required Documents

See the Offeror Response Template for RFP response required forms.

## Appendix B: Acronyms and Definitions

- **ACA: Patient Protection and Affordable Care Act**
- **ADA: Americans with Disabilities Act**
- **APTC: Advance Premium Tax Credit**
- **AT: Account/Application Transfer**
- **ATC: Authority to Connect**
- **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.
- **CRM: Customer Relations Management**
- **CSR: Cost-Sharing Reduction**
- **DOI: Illinois Department of Insurance**
- **DoIT: Illinois Department of Innovation & Technology**
- **FFE: Federally Facilitated Exchange**
- **FOIA: Freedom of Information Act**
- **FTI: Federal Tax Information**
- **Get Covered Illinois:** The customer-facing name for Illinois' SBM.
- **IRS: Internal Revenue Service**
- **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**
- **On-Marketplace QHP insurance carriers/QHP carriers:** This includes insurance companies that offer QHPs and SADPs through the SBM.
- **PHI: Protected Health Information**
- **PII: Personally Identifiable Information**
- **QHP: Qualified Health Plan**
- **QLE: Qualifying Life Event**
- **RFP: Request for Proposals**
- **SaaS: Software as a Service**

- **SADP: Standalone Dental Plan**
- **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.
- **SEP: Special Enrollment Period**
- **SLA: Service-Level Agreement**
- **SOW: Scope of Work**

## Appendix C: State of Illinois Cloud Security Requirements

The Selected Offeror shall only use State or user data, or State-related or user-related data for the purposes stated in this request for proposals (RFP). The Selected Offeror shall not use State or user data, or State-related or user-related data, for any other purpose, including but not limited to data mining or bids on other government contracts. The Selected Offeror and/or its agents shall not resell nor otherwise redistribute information gained from its access to the State or users.

The Selected Offeror shall not engage in nor permit its agents to push hardware, software, or marketing not explicitly authorized by the State.

The Selected Offeror shall have a documented security incident policy and procedure and must provide a copy with its proposal.

The Selected Offeror acknowledges and warrants that the service model that it offers is compliant with the National Institute of Standards and Technology (NIST).

The Selected Offeror shall restrict the location of information systems that receive, process, store, or transmit State of Illinois Personally Identifiable Information (PII), as the term is defined in the NIST Publication 800-122 (<http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>), to areas within the United States.

The Selected Offeror certifies that it has undertaken an independent third-party audit Statement on Standards for Attestation Engagements (SSAE-16) certifications and must provide the State with Service Organization Control (SOC) 1 Type 2, SOC 2 Type 2, or equivalent certifications and other related documents, at initial implementation and on an annual basis going forward.

The Selected Offeror must maintain a robust and reliable data backup system. The Selected Offeror must perform a daily backup of the data and systems. The Selected Offeror must maintain a minimum of sixty (60) days of data backups. The Selected Offeror shall archive and securely transport at least two (2) weekly copies of the data and systems backups to a secure external site. The Selected Offeror must provide daily backup reports of all successful/failed systems backups/archives to the State. The Selected Offeror must accomplish data recovery with a minimum slowdown of system functions. The Selected Offeror must provide a copy of all data to the State without delay upon request by the State.

The Selected Offeror must provide information on how the application will be recovered in the event of a disaster. This information should include Recovery Time Objectives and Recovery Point Objectives, and whether or not the Selected Offeror utilizes an alternate location for recovery purposes. If the Selected Offeror uses an alternate location, the Selected Offeror must provide the distance of the alternate location from the original location. The Selected Offeror must provide an annual certification that it has successfully tested disaster recovery systems and processes during that year.

The Selected Offeror must perform penetration testing at regular intervals according to Cloud Security Alliance (CSA) and Open Web Application Security Project (OWASP) recommendations.

The Selected Offeror must allow the State of Illinois Technical Safeguards Unit the ability to perform vulnerability scans at initial implementation and when there are major modifications to the application as defined in the Vulnerability Scanning Agreement.

The State may, at its own expense and with reasonable notice to the Selected Offeror, conduct a security assessment of the Selected Offeror's Solution, which may include the following;

- Prior to initial "official" production rollout of the application:
  - o Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
  - o Manual verification of scan results with the same credentials.
  - o Manual testing of the application for vulnerabilities.
  - o The State will not conduct any denial-of-service (DOS) attacks.
  - o The State will not scan or test any infrastructure devices (e.g., servers, switches, routers, Internet Protocol (IP) addresses).
  
- On a quarterly basis for the for the first year after initial production deployment:
  - o Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
  - o Manual verification of scan results with the same credentials.
  - o Manual testing of the application for vulnerabilities.
  - o The State will not conduct any DOS attacks.
  - o The State will not scan or test any infrastructure devices (e.g., servers, switches, routers, IP addresses).
  
- Prior to any enhancements or upgrades being deployed to production after the initial "official" production rollout of the application:
  - o Whitelisted scanning and manual testing of the application only, with application credentials equal to the least privileged role within the application.
  - o Manual verification of scan results with the same credentials.
  - o Manual testing of the application for vulnerabilities.
  - o The State will not conduct any DOS attacks
  - o The State will not scan or test any infrastructure devices (e.g., servers, switches, routers, IP addresses).
  
- Monthly vulnerability scan: No whitelisting, non-credentialed scan (same day every month).
  - o The Offeror is required to notify the hosting provider that the State will be scanning but does not need any whitelisting.

The Selected Offeror must remediate high and medium vulnerabilities within the application detected during the security assessments that are determined by the State to pose an unacceptable risk. The State will conduct rescans to verify remediation prior to deployment to the production at its own expense.

**Data Destruction:** After transfer of data back to the State and/or migration of data to a new or replacement system and following verification of the data, the Selected Offeror must purge any of the State's data that reside on its computer hardware or software. The Selected Offeror must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. The State reserves the right to verify that data have been properly transferred prior to erasure and ensure that the data have been removed per this agreement. The Selected Offeror must certify in writing the method used, including the date and time of data destruction.

The Selected Offeror must develop a System Security Plan (SSP) using the guidance from the NIST Risk Management Framework (RMF) (NIST SP 800-18) to establish an information security program in accordance with the Federal Information Security Management Act and demonstrate compliance. The Selected Offeror will provide a security architecture diagram of the Selected Offeror's hosting environment as applicable to the protection of the State's data and application.

**Security Control Assessment:** The Selected Offeror must perform an internal security control assessment. Guidance to conducting and documenting a Security Control Assessment can be obtained from NIST SP 800-53A Guide for Assessing Security Controls in Federal Information Systems. The Selected Offeror will document the results of this assessment in a Security Assessment Report (SAR) to be approved by the State.

**Security Risk Assessment:** Once the Selected Offeror receives the approved SAR, the Selected Offeror must then develop a Security Risk Assessment based on the applicable security controls. Guidance to conducting and documenting the Security Risk Assessment can be obtained in NIST SP 800-30.

**Plan of Action and Milestones (POA&M):** After the State reviews and approves the Security Risk Assessment, the Selected Offeror shall develop a POA&M. The POA&M should be a living document that is based on the findings and recommendations of the security assessment report. The POA&M should describe the deficiencies in the security controls, address the residual risk, and detail plans for remediation. The Selected Offeror will provide the State with monthly updates regarding progress toward remediation of identified deficiencies in security controls.

**Life Cycle Management:** The Selected Offeror or its Business Associate shall perform security system reviews and reauthorization of the system at the direction of the State. The Selected Offeror or its Business Associate shall be responsible for meeting the following requirements:

Performing continuous monitoring of the security system. The Selected Offeror's continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, the Selected Offeror must identify and implement subsequent remediation actions. The ongoing remediation process should include updating key documents, such as the SSP and POA&M.

Prior to any system or environmental modifications, the Selected Offeror must perform a security impact analysis. The Selected Offeror must include this as a part of any change management or configuration management process. If the results of the modification indicate changes to security posture of the system, the Selected Offeror should initiate corrective actions and revise and update appropriate documents. The updating of the documentation and continuous monitoring should provide near real-time risk management.

The Selected Offeror must produce a monthly Security Status Report for the State. The Status Report should provide essential information regarding the security posture of the system and the effectiveness of the controls deployed. The Selected Offeror should detail ongoing monitoring activities and ongoing remediation efforts to address known vulnerabilities.

The Selected Offeror shall ensure encryption of State of Illinois PII, as the term is defined in the NIST Publication 800-122 (<http://csrc.nist.gov/publications/nistpubs/800-122/sp800-122.pdf>). Encryption must be in compliance with encryption-related security controls as defined in the Internal Revenue Service (IRS) Publication 1075 (<https://www.irs.gov/uac/Encryption-Requirements-of-IRS-Publication-1075>). The Selected Offeror shall ensure to encrypt any Social Security Numbers utilized in the Solution during all phases of data use, including data in motion and in use. The Offeror shall ensure encryption of data at rest as soon as practical, and in no event beginning later than June 30, 2017.

The Selected Offeror will notify the State within twenty-four (24) hours of any identified information breach or other security incident which impacts the State's data or application. If not specifically addressed in other Information Technology Requirements, the Selected Offeror must adhere to State of Illinois and Centers for Medicare & Medicaid Services technology and security Policies, Procedures, and Standards. When those Policies, Procedures and Standards do not address security and technology issues that arise, the Selected Offeror must adhere to IRS Publication 1075 as the standard.

The Selected Offeror shall house all data pertinent to this contract within the United States.

The Selected Offeror shall ensure that production data are not used outside of the production environment.

The Selected Offeror shall, upon request, provide proof of security awareness training for all of its employees and subcontractors.

The Selected Offeror will provide proof of a satisfactory completion of a fingerprint-based background check as defined in the Department of Justice, Federal Bureau of Investigation Criminal Justice Information Services Security Policy, IRS Publication 1075, and background check done by the Illinois State Police for all employees and subcontractors.

## Appendix D: Requirements for Non-State-Hosted Applications/Services

### Requirements for Non-State Hosted Applications/Services

The purpose of this document is to define requirements for technology Solutions procured by the State that are not hosted within the State's infrastructure.

#### A. Hosting Requirements

1. The Selected Offeror or its subcontractor shall supply all hosting equipment (hardware and software) required for performance of the software and services set forth in the contract.
2. The Selected Offeror shall provide secure access to all levels of users via the internet.
3. The Selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Selected Offeror or its subcontractors shall maintain all hosting equipment (hardware and software) and replace it as necessary to maintain compliance with the service-level agreements.
5. The Offeror shall monitor, prevent, and deter unauthorized system access. The Selected Offeror must report any and all known attempts to the State within **two (2)** business days. In the event of any penetration, impermissible use or disclosure of data, loss, or destruction of data, the Selected Offeror must immediately notify the State and take all reasonable steps to mitigate access and any potential harm or further disclosure, loss, or destruction of data. The Selected Offeror shall comply with state and federal data breach law and report security incidents to the State within one (1) hour of when the Selected Offeror knew of such unauthorized access, use, release, or disclosure of data.
6. The Selected Offeror or its subcontractor shall allow the State or its delegate, at times chosen by the State, to review the hosted system's location and security architecture.
7. The Selected Offeror's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Selected Offeror or its subcontractor shall locate servers in a climate-controlled environment. The Selected Offeror or its subcontractor shall house all servers and equipment in an operational environment that meets industry standards, including climate control, fire and security hazard detection, electrical needs, and physical security.
9. The Selected Offeror shall examine system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Offeror shall completely test and apply patches for all third-party software products before release. The Offeror shall apply all patches shall be applied without unreasonable delay.
11. The Selected Offeror shall provide the State with its annual American Institute of Certified Public Accountants (AICPA) Attestation Standard (AT) Sec. 101 Service Organization Control (SOC) 2, Type 2 certification (AT Sec. 101 SOC 2, Type 2), or an equivalent certification approved by the State. Equivalent certifications include but are not limited to International Organization of Standards (ISO) 2700x certification; certification under the [Federal Information Security Management Act](#) (FISMA); and AT Sec. 101 SOC 3 (SysTrust/WebTrust) certification. Annually,

the Selected Offeror shall provide an AT Sec. 101 SOC 2, Type 2 audit report, or its equivalent, to the State upon request.

#### **B. System Availability**

1. The Selected Offeror shall make available the system and any custom software twenty-four (24) hours per day, seven (7) days per week, as established by this request for proposals (RFP).
2. The Selected Offeror shall perform routine maintenance during the planned weekly maintenance period of daily from 2:00 AM to 5:00 AM Central Time. Routine maintenance shall include but is not limited to server upgrades/patching, software upgrades/patching, and hardware maintenance.
3. The Selected Offeror shall perform non-routine maintenance at a mutually agreeable time with provision of two (2) weeks advance notice to the State.
4. Emergency maintenance may be required at times to bring down the system. In such situations, if possible, the Selected Offeror shall give advance notice before the system goes down for maintenance to the State. The Selected Offeror will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period.

#### **C. Security and Other Requirements**

1. The Selected Offeror shall conduct a third-party independent security/vulnerability assessment prior to implementation at its own expense and submit the results of such an assessment to the State within forty-five (45) business days prior to the implementation date. After the implementation date, the Selected Offeror shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such an assessment to the State within three (3) business days of completion of the assessment.
2. The Selected Offeror shall comply with the State's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the State.
3. The Selected Offeror shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by nonauthorized users and block all improper and unauthorized access attempts.
4. The Selected Offeror shall use industry best practices to provide system intrusion detection and prevention to detect intrusions in a timely manner.
5. The Selected Offeror shall use industry best practices to provide malware and virus protection on all servers and network components.
6. The Selected Offeror shall limit access to the system and servers and provide access only to those staff that must have access to provide services proposed.
7. The Selected Offeror shall provide all services, using security technologies and techniques, in accordance with industry best practices and the State's Information Technology Policies (ITPs) set forth in **Appendix E** (Information Technology Policies) of this RFP, including those relating to security policies, procedures, requirements, the prevention and detection of fraud, and any other inappropriate use or access of systems and networks.
8. **Attachment A**, which is hereby made a part of this agreement, is a Business Associate Agreement with which the Selected Offeror must agree if the services require it. If the Business Associate Agreement or other privacy and security requirements are applicable, the State

agency or agencies procuring from or using services of the Selected Offeror will complete and submit **Attachment A**, which is hereby made a part of this agreement.

**D. Data Storage**

1. The Selected Offeror shall use industry best practices to update and patch all systems and third-party software to reduce security risk. The Selected Offeror shall protect their systems with anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, and application firewalls, as well as employ system and application patch management to protect its network and customer data from unauthorized disclosure.
2. The Selected Offeror shall be solely responsible for all data storage required.
3. The Selected Offeror shall take all necessary measures to protect data, including but not limited to the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
4. The Selected Offeror agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect those data, particularly in instances where sensitive data may be stored on a Selected Offeror-controlled or Selected Offeror-owned electronic device.
5. The Selected Offeror shall utilize a secured backup Solution to prevent loss of data, back up all data every day, and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken off site. All backup data and media shall be encrypted.

**E. Disaster Recovery**

1. The Selected Offeror shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.

**F. Adherence to Policy**

2. The Selected Offeror's support and problem resolution Solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation processes for each classification of problem.
3. The Selected Offeror shall abide by all the State's policies (i.e., ITPs).
4. The Selected Offeror shall comply with all pertinent federal and state privacy regulations.

**H. Closeout**

1. 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.

## Appendix E: Information Technology Policies

### Exhibit E1. Information Technology Policies for Outsourced/Selected Offeror-Hosted Solutions

Policy	PDF Page in Attachment B
Acceptable Use Policy	P. 1
Access Control Policy	P. 12
Audit and Accountability Policy	P. 18
Awareness and Training Policy	P. 21
Configuration Management Policy	P. 23
Contingency Planning Policy	P. 26
Criminal Justice Information Services Security Supplemental Policy	P. 29
Federal Tax Information Supplemental Policy	P. 30
Identification and Authentication Policy	P. 31
Information Security Incident Management Policy	P. 34
Media Protection Policy	P. 39
Overarching Enterprise Information Security Policy	P. 41
Payment Card Industry Data Security Policy	P. 58
Personnel Security (Enterprise Information Security Policy)	P. 60
Protected Health Information Supplemental Policy	P. 64
Physical and Environmental Protection Policy	P. 65
Privacy: Accountability, Audit, and Risk Management	P. 69
Privacy: Data Minimization and Retention Privacy Policy	P. 72
Privacy: Data Quality and Integrity Privacy Policy	P. 74
Privacy: Security Policy	P. 76
Privacy: Transparency Authority and Purpose Privacy Policy	P. 78
Privacy: Use Limitation Privacy Policy	P. 81
Program Management Policy	P. 83
Risk Assessment Policy	P. 87
Security Assessment and Authorization Policy	P. 89
Security Planning Policy	P. 92
System and Communication Protection Policy	P. 95
System and Information Integrity Policy	P. 99
System and Services Acquisition Policy	P. 102
System Maintenance Policy	P. 106