



# Gold Coast Health Plan<sup>SM</sup>

A Public Entity

RE: Request for Quote Number GCHP 09212022

Gold Coast Health Plan ("GCHP") is interested in establishing an agreement with a contractor for desktop hardware, and is inviting qualified corporations, partnerships, companies, and other Firms (individually, a "Proposer", and collectively, the "Proposers") to submit quotes responsive to this Request for Quote ("RFQ"). This RFQ establishes requirements and expectations required for Proposers to submit a quote (individually, a "Quote", and collectively, the "Quotes").

A Quote must be in accordance with the following:

## **1. INSTRUCTIONS:**

- 1.1.** This RFQ is not an offer to contract but rather an attempt to establish a common framework within which an agreement may be reached. Each Quote submitted by a Proposer to this RFQ represents a firm offer to contract on the terms and conditions described in this RFQ and Proposer's response. This RFQ is for special services and advice as set forth in section 53060 of the Government Code, and GCHP reserves the right to award the contract described in this RFQ in any manner authorized by section 53060 of the Government Code.
- 1.2.** This solicitation shall not be construed as a requirements or supply contract. GCHP shall not have any obligation hereunder to purchase any products or services from the selected Proposer.
- 1.3.** All Quotes become the property of the GCHP and will not be returned to the responding Proposer unless otherwise determined by GCHP in its sole discretion.
- 1.4.** Any costs incurred by the responding Proposer for developing a proposal are the sole responsibility of the responding Proposer and GCHP shall have no obligation to compensate any responding Proposer for any costs incurred in responding to this RFQ.

If GCHP should determine that in-person interviews are necessary, interviews will be held at the GCHP's offices and any costs associated with such interviews will be the responsibility of the responding Proposer.

### **1.5. Time Schedule**

To receive consideration, a signed quote must be received by GCHP no later than **5:00 p.m. PST, Monday, October 03, 2022.**

Quotes must be submitted to the procurement contact below only. Quotes should be submitted via email to:

Greg Antoniono  
Manager, Procurement  
gantonio@goldchp.org  
805-437-5757

### **1.6. Length of Quote**

Due to the length of the evaluation, approval, and procurement process at GCHP, Quotes are required to be valid for a minimum of 120 days. A proposal may not be modified, withdrawn or canceled by the Proposer for a one hundred twenty (120) day period following the deadline for the submission of the proposal. The Proposer agrees to this condition by submission of the Quote.

### **1.7. Letter of Transmittal**

Proposers shall include a letter of transmittal that bears the signature of an authorized representative of the Proposer's company. The letter of transmittal will also include the name(s) of the individual(s) authorized to negotiate with GCHP as well as the names of sales representatives appointed by the Proposer, and the name of the Proposer's Project Manager.

### **1.8. Conflict Of Interest**

1.8.1. The successful Proposer will be required to certify, to the best of its knowledge, that its Quote and any awarded contract is not in violation of any provisions of applicable laws related to conflicts of interest, and that it is familiar with such laws, including by way of illustration and not by limitation, Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. A conflict-of-interest certification is attached as **Attachment 3** and shall be submitted with the Quote.

1.8.2. Individuals who will perform work for GCHP on behalf of the successful Proposer might be deemed public officials under state conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic

Interests, California Fair Political Practices Commission Form 700, in accordance with the law and GCHP's Conflict of Interest Code.

### **1.9. Quote is a Public Record**

All information submitted by a responding Proposer to GCHP is governed by the California Public Records Act ("CPRA"). Quotes will remain confidential during the procurement process to the furthest extent permitted by law, but only until such time as determined by GCHP in its sole discretion. If Proposer views certain information in its Quote as confidential information that is proprietary or "trade secret" or otherwise exempt from disclosure under the CPRA, it shall provide GCHP with both a redacted and unredacted version of its Quote with the rationale for the redactions. GCHP makes no guarantee that any or all of a Quote will be kept confidential, even if the Quote is marked "confidential," "proprietary," etc.

By submitting a redacted Quote, the Proposer agrees that if in response to a CPRA request, GCHP reviews the proposed redactions and does not agree that the redacted information falls within any CPRA exemptions, then Proposer will indemnify, defend and hold GCHP harmless in any CPRA action, lawsuit or administrative proceeding seeking to force GCHP to disclose such purported confidential information identified by Proposer. If Proposer objects to this indemnification, then GCHP will disclose information under the CPRA in accordance with the legal requirements of the CPRA and GCHP's interpretations thereof.

### **1.10. Reservation of Rights**

GCHP reserves the right to do the following at any time, at GCHP's sole discretion:

- 1.10.1. Reject any and all quotes or cancel this RFQ.
- 1.10.2. Waive or correct any or inadvertent defect, irregularity, informality or technical error in any proposal or the RFQ procedure.
- 1.10.3. Request that certain or all Proposers supplement or modify all or certain aspects of their respective Quotes or other materials submitted and/or provide additional information
- 1.10.4. Procure any services specified in this RFQ by other means.
- 1.10.5. Modify the specifications or requirements for services in this RFQ, or the required contents or format of the quotes prior to the due date.
- 1.10.6. Extend the deadlines specified in this RFQ, including the deadline for accepting Quotes.
- 1.10.7. Negotiate with any, all, or none of the Proposers.
- 1.10.8. Terminate negotiations with a Proposer without liability and negotiate with other Proposers.
- 1.10.9. Award a Contract to any Proposer, including a Proposer other than the Proposer offering the lowest price.
- 1.10.10. GCHP reserves the right to eliminate a proposal from consideration if the Proposer's Security Risk Assessment reveals an unacceptable level risk for the proposed contract. An unacceptable level of risk shall be in the sole discretion of GCHP and may be based on a single risk factor or the cumulative effect of multiple risk factors. In such case, GCHP will notify the Proposer of the specific risk factor(s) resulting in the elimination. The Proposer

will have three business days from GCHP's notice of elimination to submit a protest. The protest shall contain all relevant evidence that Proposer intends to present to prove that GCHP's assessment of the risk is in error. GCHP's determination of the protest shall be final. Nothing herein prevents GCHP from considering any particular Quote or weighting the risk factors as part of the qualitative analysis, regardless of risk level.

**1.11. Supplier Diversity**

Supplier diversity is a high priority at GCHP. It is our business practice to create and maintain an environment in which traditionally underrepresented, minority- and women-owned businesses have an equal opportunity for building and maintaining a relationship with GCHP. In considering the Quotes, GCHP will not discriminate against, or grant preferential treatment to, any individual or group on the basis of age, sex, sexual identity or preference, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, ethnicity, protected by applicable law.

Each Proposer shall certify in its Quote that in performing work or providing services, it will not discriminate in its contracting, hiring or employment practices because of age, sex, sexual identity or preference, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, ethnicity, or any other characteristic protected by applicable law. Proposer shall also certify in its proposal that it will comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

## 2. OVERVIEW

### 2.1. Gold Coast Health Plan

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

Gold Coast Health Plan proudly serves more than 220,000 Medi-Cal beneficiaries living in Ventura County, Calif. We are an independent public entity governed by the Ventura County Medi-Cal Managed Care Commission and are dedicated to serving our members. The commission is comprised of locally elected officials, Providers, hospitals, clinics, the county healthcare agency and a consumer advocate. Our *Member-first focus* centers on the delivery of exceptional service to our beneficiaries by enhancing the quality of healthcare, providing greater access and improving member choice.

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

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

## 3. REQUIREMENTS

Each of the requirements listed below are the requirements/specifications that Contractor's must meet in their entirety in order for their quote to be responsive. Contractors must provide a detailed explanation on **how** they will meet these minimum requirements in their entirety.

**3.1. Requirement 1 – Not applicable Contractors are expected to comply with the specifications in Attachment 4.**

#### **4. QUANTITATIVE REQUIREMENTS**

##### **4.1. Pricing**

4.1.1. Use **Attachment 4** to itemize your pricing.

4.1.2. **Do not deviate** from the specifications stated in Attachment 4. Deviations – even ones you deem to be immaterial or beneficial - may render your bid response non-responsive.

##### **4.2. Contract Terms & Conditions**

4.2.1. **Attachment 1** to this RFQ are **GCHP's purchase order terms and conditions**. These are the terms and conditions associated with this procurement. These terms and conditions are not negotiable.

#### **5. NOTICES OF AWARD AND PROTEST PROCEDURE**

Upon the conclusion of negotiations with a Proposer that results in a proposed agreement for the contract solicited in this RFQ that are acceptable to GCHP as to price and all other terms, GCHP shall issue notice of intent to award the contract solicited in this RFQ to a Proposer and such notice shall be directed to each entity that submitted a Quote

Within five business days of GCHP's issuance of a notice of intent to award the contract, any Proposer that has submitted a Quote and believes that GCHP has incorrectly selected another Proposer for award may submit a written notice of protest. Such notice of protest must be received by GCHP on or before the fifth business day after GCHP's issuance of the notice of intent to award.

The notice of protest must include a written statement specifying with specificity each of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the GCHP to determine the validity of the protest.

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date GCHP received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Greg Antoniono  
Gold Coast Health Plan  
711 E. Daily Drive, Suite 106  
Camarillo, CA 93010-6082

The Chief Executive Officer, or his or her designee, will respond to the protest within 30 calendar days of receipt of the protest. The determination of the Chief Executive Officer shall be final.

To the furthest extent permitted by law, strict compliance with the procedures and time limits set forth in this section are mandatory and are the Proposers' sole and exclusive remedy in connection with this section's subject matter. A Proposer's failure to comply with these procedures and time limits will constitute a waiver of any right to further pursue a protest, any legal action, or relief that arises out, relates to, or is incident to this RFQ.

Attachment #, Name, or Documentation	Instructions	File
1 – Purchase Order Terms and Conditions	These are GCHP's standard Purchase Order Terms and Conditions	<a href="https://www.goldcoasthealthplan.org/media/r/0a807955dbe644b0a4c631e4e6564c1a/01-attachment-1-purchase-order-terms-conditions.pdf">https://www.goldcoasthealthplan.org/media/r/0a807955dbe644b0a4c631e4e6564c1a/01-attachment-1-purchase-order-terms-conditions.pdf</a>
2	(Not applicable)	
3 - Conflict of Interest Compliance Certificate, Attachment 3	Complete this form, sign it and return the signed copy with your RFQ. <b>This is a required form.</b>	<a href="https://www.goldcoasthealthplan.org/media/r/b6ef1037698f4921b778fa6b383b4856/03-attachment-3-">https://www.goldcoasthealthplan.org/media/r/b6ef1037698f4921b778fa6b383b4856/03-attachment-3-</a>
4 - Pricing Format, Attachment 4	Complete this form and return it with your quote response.	<a href="https://www.goldcoasthealthplan.org/media/r/c1bc1816bd924d698d95d109fd5fbb26/attachment-4-pricing-and-">https://www.goldcoasthealthplan.org/media/r/c1bc1816bd924d698d95d109fd5fbb26/attachment-4-pricing-and-</a>