



**California Health Benefit Exchange  
Covered California™**

**Request for Proposal  
RFP 2016-09: Call Center Services**

**Release Date**

**August 15, 2016**

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## 1. INTRODUCTION

### 1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). By submitting a proposal, your organization agrees to the terms and conditions stated in this RFP.

Read this document carefully. You must comply with the instructions contained in this document. Responses to this RFP must be submitted to the California Health Benefit Exchange (Exchange) contact noted in Section 1.3 below.

### 1.2 Key Action Dates

Bidders are advised of the key dates and times shown below and are expected to adhere to them. All times noted in this document are Pacific Time (PT).

#### KEY ACTION DATES

<b>Request for Proposal Release Date:</b>	<b>August 15, 2016</b>
<b>Questions Due Date and Time:</b>	<b>August 22, 2016 by 3:00 PM</b>
<b>Responses Posted By:</b>	<b>August 25, 2016</b>
<b>Proposals Due Date and Time:</b>	<b>August 31, 2016 by 3:00 PM</b>
<b>Notice of Intent to Award:</b>	<b>Week of September 6, 2016</b>
<b>Estimated Term Dates:</b>	<b>October 1, 2016 to June 30, 2017</b>

### 1.3 Contact

E-mail address: [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov)  
(For all communications, subject line must include: RFP 2016-09)

California Health Benefit Exchange  
Business Services Branch/Molly Yumikura  
1601 Exposition Blvd.  
Sacramento, CA 95815

Phone calls will not be accepted.

### 1.4 Contract Amount

Responses shall not exceed \$14,064,000.00 in total costs. Responses that exceed this amount will not be considered for selection.

It is expected that the estimated funding for the contract will be approximately \$16,200,000.00 per year for the term of the contract including extensions, if any.

Funding is subject to annual budget approval by the Exchange's Board of Directors. If full funding does not become available, the Exchange may terminate or amend the contract to reflect reduced funding and reduced deliverables.

### **1.5 Contract Term**

The initial term of the contract shall be for nine (9) months, October 1, 2016 through June 30, 2017. The contract term is subject to change.

The resulting contract will be of no force or effect until signed by both parties. Performance shall not commence until a valid contract has been executed between the successful Bidder and the Exchange. The Exchange will not pay for any services performed prior to the execution of a valid contract.

### **1.6 Contract Amendment**

The Exchange may, at its sole discretion, extend the term of the contract for three (3) additional consecutive years for the same services.

If mutually agreed by the Exchange and the Contractor, this contract shall be amended to include additional funding at the same rates provided in the Bidder's original proposal.

### **1.7 Bidders' Questions**

Bidders shall submit questions regarding this RFP by the due date and time specified in the Key Action Dates table in Section 1.2. Only email questions addressed to the contact person listed in Section 1.3 will be accepted. Bidders shall provide specific information to enable the Exchange to identify and respond to their questions. When submitting questions, please reference the RFP number. Answers to questions received during the Bidder Question time period shall be posted on the HBEX website. Bidders who fail to report a known or suspected problem with the RFP or who fail to seek clarification or correction of the RFP, shall submit a proposal at their own risk.

At its discretion, the Exchange may contact a Bidder to seek clarification of any question received.

### **1.8 Submission of Final Proposals**

1. **Bidders' Cost:** Costs for developing proposals or attending Bidder conferences are entirely the responsibility of the Bidder and are not chargeable to the Exchange.
2. **Completion of Proposals:** Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements as determined by the Exchange, in its sole discretion. The Final Proposal must contain all items required in the RFP.
3. **False or Misleading Statements:** Proposals which contain false or misleading statements, or which provide references which do not support an attribute or

condition claimed by the Bidder, may be rejected. If, in the opinion of the Exchange, such information was intended to mislead the Exchange in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

4. Errors: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Bidder shall immediately notify the Exchange of such error in writing and request modification or clarification of the RFP. Modifications or clarifications will be given by written notice and posted on the HBEX website without divulging the source of the request for modification or clarification. The Exchange shall not be responsible for failure to correct errors.
5. Importance of Meeting Deadlines: Bidders are responsible for the delivery of submissions to the Exchange prior to the submission deadline. If Bidder mails or ships the submission and provides the Exchange with the tracking information and the package tracking information indicates its arrival at the Exchange by the submission deadline, the package will be considered to have arrived on time. Postal service postmarks, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted. The RFP has stated deadlines for submitting materials to the Exchange which will be strictly enforced. Submissions that are incomplete or received after the stated deadline will not be accepted or reviewed.

Responses to the RFP will be assessed based on determining the “Best Value” and the selection, if made, will be to a single Bidder. The Scope of Work (SOW) and bid may be made a part of the resulting Contract.

## 1.9 Format of Proposals

This RFP requires Bidders to submit a Final Proposal that shall contain all required Administrative and Technical Attachments and Exhibits, and that is submitted in a sealed envelope or container when delivered to the Exchange. The sealed package must be plainly marked with the (1) RFP number and title, (2) Bidder’s name and address, and (3) must be marked “DO NOT OPEN”, as shown in the following example:

**RFP 2016-09: Call Center Services  
Attention: Molly Yumikura  
California Health Benefit Exchange  
Business Services Branch  
1601 Exposition Blvd.  
Sacramento, CA 95815  
DO NOT OPEN**

Bids not submitted under sealed cover may be rejected.

### 1. Copies Required

Provide one hardcopy marked “MASTER,” and four (4) additional hard copies and one CD-ROM of all requested materials. The digital copy, including all attachments and exhibits, must be provided in searchable text format (e.g., Microsoft™ Word®, searchable Adobe® PDF) and free of any password or encryption protection.

Each copy of the proposal must be complete, including all required attachments and documentation submitted in the "MASTER."

## 2. Narrative Format

- a. Narrative portions of proposal responses should be prepared so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance with the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired.
- b. Bidders must follow the format requirements listed below for all narrative portions of the RFP. Failure to do so may result in an entire proposal or affected section not being read or evaluated.
  - 1) Use a Times New Roman, Arial, or Calibri font of at least 12-point size throughout. Exception: if a form is required by the State that contains a smaller font.
  - 2) Print pages single-sided on letter size (8.5 by 11 inches) white paper with 1.5 line spacing, unless otherwise noted.
  - 3) Use one-inch margins at the top, bottom and sides.
  - 4) Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be scored. It is not necessary to paginate the required forms.
  - 5) Place the Bidder's name in a header or footer on every page. If the Bidder's name is not already entered elsewhere on a completed certification or form, add it to a header, footer or signature block.
  - 6) Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature in **blue** ink. Signature stamps are not acceptable.
  - 7) Place the original signed attachments in the set marked "MASTER." Additional copies may have photocopied signatures on attachments and throughout the document.
3. All proposals must be based on the Model Contract provided with this solicitation as described in Scope of Work, and contract General Terms and Conditions provided in Exhibits C, D and E. Bidders should review the Model Contract in its entirety prior to submitting a proposal. Bidders must submit as part of their response any changes or exceptions to the Model Contract that they wish to negotiate. However, extensive exceptions to the Model Contract may make the proposal non-responsive to the RFP if the Exchange determines the proposed exceptions materially change the contractual relationship between the parties. Bidder changes or exceptions must be documented via track changes to the documents contained in the Model Contract. All

Model Contract changes or exceptions must be included in the Bidder Proposal at the time of submission. No additional exceptions may be presented during contract negotiations and the Exchange reserves the right to reject all exceptions in the Bidder Proposal.

### 1.10 Covered California Rights

Verification of Bidder Information: By submitting a proposal, Bidders agree to authorize the Exchange to:

- a) Verify any and all claims made by the Bidder including, but not limited to, verification of prior experience and the possession of other required qualifications.
- b) Check any reference identified by a Bidder or other resources known by the State to confirm the Bidder's business integrity and history of providing effective, efficient, competent and timely services.
- c) The Exchange may modify the RFP prior to the bid submission deadline by the issuance of an addendum on the HBEX website.
- d) The Exchange reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with the RFP requirements.

### 1.11 Rejection of Proposals

Deviations may cause a proposal to be non-responsive and may not be considered for award. The Exchange may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The Exchange's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded a contract.

FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.2 KEY ACTION DATES OR NOT SEALED, will remain unopened and will be maintained by the Contact listed in Section 1.3 separately from proposals that have been timely received. Proposals received after expiration of the deadline may only be opened and considered upon written approval of the Executive Director or designee specifying the reason(s) for acceptance and consideration of the untimely proposal.

Issuance of this RFP in no way constitutes a commitment by the Exchange to award a contract. The Exchange reserves the right to reject any or all proposals, or portions of proposals, received in response to this RFP, or to amend or cancel this RFP at any time. In the event of such cancellation, the Exchange may reissue the RFP at a later date.

The Exchange reserves the right to consider contractor's past performance with the Exchange in its selection of a Bidder pursuant to this RFP.

#### 1. Non-responsive Proposals



A proposal may be deemed non-responsive and subsequently rejected if any of the following occurs:

- a. At any time a submission is received after the exact time and date set forth in Section 1.2 Key Action Dates for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements as specified in Section 2, Minimum Qualifications.
- c. The Bidder fails to submit or fails to complete and sign required Attachments as instructed in this RFP.
- d. The submission contains false, inaccurate or misleading statements or references.
- e. The Bidder is unwilling or unable to fully comply with the proposed contract provisions.
- f. The Bidder supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

## 2. Business In Good Standing

Bidder acknowledges that when agreements are to be performed in the State by corporations or vendors, the State will verify, prior to awarding any State contract, the following information in order to ensure that all obligations due to the State are fulfilled:

### Corporation in Good Standing

The State will verify with the Office of the Secretary of State (SOS) that the Bidder is a corporation currently qualified to do business in California. The bid will be considered non-responsive if the Bidder is not listed with the SOS.

“Doing business” is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

### State Tax Delinquency

The State will verify with the Franchise Tax Board (FTB) and Board of Equalization (BOE) that the Bidder is not on a prohibited list due to tax delinquencies. The bid will be considered non-responsive if the Bidder appears on any of these lists.

The list established by FTB can be found here:

[https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml)

The list established by BOE can be found here: <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

## 1.12 Errors in Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, the Exchange may, AT ITS SOLE OPTION, retain the proposal and make certain corrections. In determining if a correction will be made, the Exchange will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1. If the Bidder's intent, as determined by the Exchange, is clearly established based on review of the complete Final Proposal submittal, the Exchange may at its sole option correct an error based on that established intent.
2. The Exchange may at its sole option correct obvious clerical errors.
3. A Bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. A Bidder may withdraw its bid by submitting a written withdrawal request to the Exchange, signed by the Bidder or an authorized agent. Bids may not be withdrawn subsequent to the bid submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

The Exchange reserves the right to contact Bidders at any stage of the proposal process to collect additional clarifying information, if deemed necessary.

## 1.13 Protest

For formal competitive solicitations, any protest properly submitted within five working days of the posting of the Notice of Intent to Award must be considered. All protests are reviewed and decided by the Executive Director or designee.

The following protest procedures must be followed and included in all formal competitive solicitations:

### General

An unsuccessful bidder may protest the proposed award to another bidder by following the terms and conditions outlined below. The protestant challenging the Exchange's proposed award bears the burden of proof.

### Grounds

Protestant must cite the grounds for the protest and provide facts and citations of law sufficient to support the protest. The Exchange will determine, in its sole discretion, if the protestant has demonstrated sufficient grounds to allow the protest to be heard. Abuse of the protest process by unsuccessful bidders solely for the purpose of securing confidential information about other bidders will be rejected by the Exchange. The only grounds for a protest are:

1. Protestant reasonably believes that the Exchange has acted in an arbitrary and capricious manner; or
2. Protestant reasonably believes that the Exchange committed an error in its bid process, as stated in the solicitation that is sufficiently material to justify invalidation of the proposed award.

There is no basis for protest if the Exchange rejects all bids or proposals, based on its best interests.

**Requirements for Protest**

Protests will be heard and resolved by the Exchange’s Executive Director or his or her designee. Protests must be submitted in writing, signed by an individual who is authorized to contractually bind the Bidder and contain a statement asserting the grounds for the protest including citations of law, rule, regulation or procedures on which the protest is based. The protestant must allege facts and evidence in support of their claim. A protest must be delivered to the Exchange by certified or registered mail or in person, in which case the protestant should obtain a delivery receipt. Protests must be received by the Exchange no later than the close of business five days after the Notice of Intent to Award has been posted.

Protests must be mailed or delivered to:

<b>Mailing Address:</b>
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
1601 Exposition Blvd.
Sacramento, CA 95815

The Executive Director’s or designee’s decision is final.

**Terms of Protest**

Scoring documents, evaluation and selection documents, other bidders’ submissions or any other record created during the review of bids submitted in response to the RFP are not public records and are exempt from disclosure as public records pursuant to Government Code Section 100508(a).

A protestant who has demonstrated a legitimate ground for protest as described above may have access to certain relevant, non-public information regarding the RFP and the Exchange’s consideration of submissions in response to the RFP upon the protestant’s execution of a Non-Disclosure Agreement provided by the Exchange. Trade secret, proprietary and confidential information will be redacted from documents disclosed to protestant as part of the protest process.

#### **1.14 Disposition of Bids**

Upon bid opening, all documents submitted in response to this RFP will become the property of the State of California.

#### **1.15 Contract Execution and Performance**

Performance shall begin no later than the date set forth in the RFP by the Exchange and after the contract is fully executed, unless a later date is mutually agreed on by the Exchange and the Contractor. Should the Contractor fail to commence work on the agreed date and time, the Exchange, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the Exchange for the difference between the Contractor's bid price and the actual cost of performing the work by a replacement contractor.

All performance under the contract shall be completed on or before the termination date of the contract.

#### **1.16 Subsequent Solicitation**

At the Exchange's sole discretion, after the contract award has been made and the contract has been executed, if the contract is terminated with or without cause after performance has begun, the Exchange may engage the next-highest-ranked Bidder without performing a subsequent solicitation.

Additionally, if at any time during negotiation of an agreement with the successful Bidder, the Exchange determines it is not able to reach an agreement with the successful Bidder, the Exchange may terminate the negotiations and engage the next-highest-ranked bid without performing a subsequent solicitation.

#### **1.17 Addition or Subtraction of Services**

Notwithstanding that bids have been submitted, at the Exchange's sole discretion, the SOW may be modified prior to contract award to add or remove services through an addendum. If bids have been submitted at the time the Exchange posts the addendum, the Exchange may restrict responses so that only entities that have submitted bids in response to the initial RFP may respond to the addendum.

#### **1.18 News Releases and Social Media**

Bidders and the selected Contractor may not issue news releases nor make statements to the news media or through social media channels pertaining to this RFP, its proposal, the contract, or work resulting therefrom, without first obtaining prior approval from the Exchange.

## **2. MINIMUM QUALIFICATIONS**

### **2.1 Respondent's Minimum Qualifications**

The minimum required qualifications for Bidders include:

1. Available staff to support the entire Statement of Work, for the entire duration of the project;
2. Call Center Site is available to meet the needs of the Statement of Work;
3. Ability to meet Government Code section 1043; Criminal Background Checks;
4. Scalable Technical Infrastructure and Connectivity to support the needs of the Statement of Work for the entire duration of the project;
5. Experience with Call Center Operations;
6. Must have a Call Center Site located within the United States;
7. Demonstrate the ability to coordinate with Covered California program and Information Technology (IT) staff, multiple call center vendors, and other technology partners;
8. Ability to meet standards set forth in 45 C.F.R. 155.205 (a).

### **2.2 Respondent's Desirable Qualifications**

The Exchange seeks Bidders with the following desirable skills:

1. Call Center Site located in the greater Sacramento area;
2. Experience with health plan call center operations;
3. Knowledge of the Affordable Care Act Enrollment Process.

#### **2.2.1 Respondent's Team Qualifications**

The Exchange seeks a respondent with experience and knowledge of, or experience in, the process outlined in this RFP and the Scope of Work. Bidder must demonstrate that respondent's members assigned to the project possess the experience, education, knowledge and skills required to perform the work described in this RFP.

Minimum Qualifications for the respondent's team include experience in the following areas:

Site Director: College degree, seven (7) years' experience managing call center operations, two (2) years' experience with Heath Exchange operations, five (5) years' experience as a primary client interface.

Information Technology Manager: College degree, seven (7) years' experience with project management, information technologies that support call centers, telephony platforms, customer relationship management (CRM) experience, two (2) years' experience with Health Exchange operations.

Operations Manager: Five (5) years' experience with call center operations using CRM, two (2) years' experience in a leadership position, two (2) years' experience with Health Exchange operations, proficiency using Microsoft Office Suite

Training Manager: Three (3) years' experience as a training manager including experience in scheduling and logistics, managing large scale training waves, instructional design, training and trainer development, managing a training team, experience developing training in a learning management system (LMS), call center training, training gap analysis in support of QA activities.

QA Manager: Three (3) years' experience managing Quality Assurance Assessment and Analysis teams in a call center environment, identifying gaps and collaborating with training manager to close gaps and increase performance, proficiency in Microsoft Office Suite.

### **2.3 Reassignment of Personnel**

1. The Contractor shall not reassign personnel assigned to the contract during the contract term without prior written approval of the Exchange. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. The Exchange and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.
3. The Exchange reserves the right to request a Contractor employee be removed from performing any work on the contract and on written notice to the Contractor, the Contractor shall assign a substitute employee.

## **3. SCOPE OF WORK**

### **3.1 Background**

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (ACA), California became the first state to enact legislation to establish a qualified health benefit exchange. The California state law is referred to as the California Patient Protection and Affordable Care Act (CA-ACA).

The goals and objectives of the Exchange are to:

- Reduce the number of uninsured Californians by creating an organized, transparent marketplace for Californians to purchase affordable, quality health care coverage to claim available federal tax credits and cost-sharing subsidies, and to meet the personal responsibility requirements imposed under the federal act (ACA);
- Strengthen the health care delivery system;
- Serve as an active purchaser, including creating competitive processes to select participating carriers and other contractors;
- Require that health care service plans and health insurers issue coverage in the individual and small employer markets and compete on the basis of price, quality, and service (and not on risk selection); and
- Meet federal and state law requirements, guidance and regulations.

The Exchange is an independent public entity within California State Government. It is governed by a five-member board appointed by the Governor and Legislature.

The Exchange works in close partnership with:

- The Department of Health Care Services, which oversees and administers California's Medicaid Program (Medi-Cal) and other specifically-focused health programs;
- The two agencies that regulate health insurance in California, the Department of Managed Health Care and Department of Insurance; and
- A broad range of stakeholders whose constituencies will be impacted by health care reform.

For additional information on the Exchange, please refer to the consumer website at: [www.CoveredCA.com](http://www.CoveredCA.com).

### 3.2 Purpose

The purpose of this RFP is for the Exchange to solicit proposals from qualified Bidders to provide an additional Call Center to support up to 600 Full-Time Equivalent (FTE) staff for voice, chat and data entry, as well as equipment, materials, facilities including required connectivity to receive and respond to calls and data entry work during the projected peak call volume period.

### 3.3 Scope of Work

The following Scope of Work outlines the Exchange's overall expectations. Potential Bidders will be asked to develop their own, more detailed approach in response to this RFP.

### 3.4 SCR Staffing

The Contractor shall provide staff and facilities in the greater Sacramento, California area a minimum of:

- a) 200 and up to 600 full-time equivalent (voice, chat, and data entry) staff. The number of staff needed per month will vary depending upon voice/chat volume and data entry workload factors. The Exchange's centralized Workforce Management Team (CCWFM) will determine staffing levels by work area (voice/chat/data entry) and will communicate these to the vendor representative. Call types will vary, but will typically include calls from the Exchange's consumers, calls from Medi-Cal consumers, application creation, application maintenance, password reset, application status, IRS Form 1095 calls. Data entry includes but is not limited to input, processing and updates to paper applications, call backs related to paper applications, verification forms and documents, agent verification, other data entry or verification work as directed by the Exchange.
- b) Prior to performing services under this agreement, all staff shall undergo a fingerprinting and criminal background check clearance process specified in Exhibit A, Section 2 Background Clearance. Failure to do so may result in termination of the contract;
- c) Contractor must receive prior written approval from the Exchange prior to performing overtime work. The worker must receive compensation at a rate of one-and one-half times the worker's basic rate of pay for all such hours worked in excess of 40 hours. Notwithstanding its prior approval, the Exchange shall not be held liable to compensate Contractor for any overtime work sought or performed because the Contractor has not met, for whatever reason, the maximum staffing requirements under the Agreement;
- d) Staffing levels and long-term staffing plans based on call volume/data entry workload will be provided by the Exchange's centralized Workforce Management Team (CCWFM). Contractor's onsite Workforce Management team will be responsible for scheduling individual Service Center Representatives (SCR) to meet those requirements;
- e) Twenty (20%) percent of the call center staff shall be bilingual in Spanish/English languages;

Other bilingual staff shall be provided at the following levels;

Two (2) Arabic, two (2) Armenian, two (2) Cambodian, four (4) Cantonese, two (2) Farsi, two (2) Hmong, five (5) Korean, two (2) Laotian, six (6) Mandarin, two (2) Russian, two (2) Tagalog, and two (2) Vietnamese.



- f) All bilingual staff must be certified and the certification criteria must be documented in the Contractors Quality and Training Plan;
- g) Any languages that fall outside of requirements in this agreement will be handled through a language line service. If the Exchange requires bilingual coverage beyond the levels specified in f) and g) above, Contractor shall adjust bilingual staffing as required;
- h) At the direction of the Exchange, staff may flex between calls, chat, project work, and data entry/processing paper documents for the enrollment process. The Contractor staff will use the Exchange's standard key data entry processes and systems. This includes, but is not limited to: paper applications, call backs related to paper applications, verification forms and documents, agent verification, other data entry or verification work as directed by the Exchange;
- i) With twenty-four (24) hours notice, and at the direction of the Exchange, the Contractor will make necessary schedule adjustments to align with Service Center business needs.

### 3.5 Support Staff

- a) Provide a single, named individual designated as the site director, with dotted line accountability to the Exchange;
- b) Provide a technical lead to manage and coordinate all aspects of technology, including but not limited to voice, data, desktops and cloud based systems and with whom all technical communications will be coordinated;
- c) The Contractor shall provide sufficient management staff to support supervisors and perform other operational and project related duties;
- d) Contractor shall provide supervisor staff on a 1:15 ratio of supervisor to staff to oversee staff handling calls/data entry, perform escalation functions, administrative tasks, staff feedback, coaching, mentoring, development, recognition and retention activities;
- e) Contractor shall also engage a "Team Lead" process to focus on the important task of first line support to staff answering calls (call assist, navigation, finding/interpreting scripts, task guides, call documentation and data entry review for compliance). The team will spend at least 10% of their time on the phone to remain current on content, processes and managing the consumer experience. They will also triage escalated calls prior to them going to a supervisor or to the State Escalation Process
- f) Contractor shall provide a minimum of six (6) qualified trainers to support all initial hiring waive (ramp up) activities and on-going training activities for the

duration of this contract. All Training will be performed in partnership with Covered California University (CCU);

- g) Contractor will provide Quality Assurance Staff to monitor call center staff's interaction with consumers and to provide feedback to the Training Team to assist in any additional training needs for staff;
- h) Contractor shall maintain an appropriate level of Workforce Management (WFM) staff to support the operation;

The Contractor shall commit one or more liaison resources to work with the centralized Exchange Workforce Management. The centralized Exchange Workforce Management (WFM) provides all workforce management forecasting, schedules and monitoring across all the Exchange, County and vendor service center sites.

### 3.6 Training

- a) The Contractor will provide sufficient qualified training staff to ensure all phone/data entry staff are provided with new hire training and on-going training as necessary to support consumers. During the initial hiring waive, the Contractor shall provide not less than six (6) trainers who will provide new hire training continuously until the Call Center is fully staffed. Contractor trainers will utilize the Exchange's training courses, training methodologies, training materials and all support materials currently provided to its Service Center staff;
- b) The Exchange's call center staff new hire training lasts approximately three (3) weeks. Students must pass proficiency tests during the course of the training and pass a final exam. Students with scores lower than eighty percent (80 %) may not assist consumers. Contractor Training Manager and Covered California University Management will perform an individual assessment to determine if the student can continue in remedial classes in order to retake the final exam. Covered California University will provide direction on each individual. Covered California University will provide the final exam and scores which will be provided to the Contractor who manages the vendor staff; Individual student assessments will include attendance, classroom behavior, and other factors which will determine if the student will be released to the floor. Covered California University management will work with Contractor Management to make any final determinations.
- c) After the initial hiring waive, the Contractor's Quality Assurance and Training Team will continue the learning cycle by listening to calls and documenting any gaps in training. The Contractor's QA and Training Team will work with Covered California University to develop gap training or may deliver the Exchange's training materials on various topics;

- d) Covered California University provides ongoing training to its Call Centers. Covered California University with work with the Contractor's Training Team to provide them any new training and training for trainers as necessary to achieve training goals;
- e) For all training classes, Contractor will coordinate its training activities with Covered California University's Scheduling & Logistics Team to ensure coordination between the Contractor's training team and Covered California University's training team and to ensure training system availability;
- f) Contractor will provide orientation prior to the Exchange, provided training will include the following topics:

**Day 1 – Orientation**

- Welcome
  - Time Off Policy – Vacation/Sick, Holidays
  - Dress Code
  - Benefits
  - Workplace Violence and Safety
  - Workplace Sexual Harassment;
- g) Contractor staff will participate in the Exchange's acceptable use and security training as well as sign the Exchange's acceptable use policy. Annual security awareness and compliance training for all employees is mandated by Contractor. Contractor will ensure all employees participate in the Exchange's acceptable use and security training;
  - h) The initial hiring waive (ramp up) costs will be borne by the Contractor.

**3.7 Timeline**

- a) Contractor shall provide a detailed ramp plan for Service Center Representative staffing and production readiness in time for the renewal period.
- b) The Contractor shall provide a detailed timeline demonstrating a plan for proposed facilities, support staffing, and technology readiness.

### 3.8 Quality of Work

- a) Contractor staff must attend and successfully complete the initial new hire training course in its entirety. Contractor staff must successfully pass all proficiency tests and the final exam with a score of eighty (80) percent or more before they can begin taking calls on behalf of Covered California. Contractor staff who are absent more than two (2) consecutive days of training may be asked to repeat the class, in its entirety, during the next session at the discretion of Covered California University and/or the Contractor Training Team;
- b) During the first thirty (30) days after the date Contractor begins taking calls and key data entry work (the "Baseline Period"), the parties will work together to evaluate and define service level expectations based upon the call type, arrival patterns and data entry rate. Performance will be tracked on the individual Contractor staff on a daily, weekly and monthly basis. Overall vendor service center performance will be compared to the service levels that the Exchange achieves. Adjustments to the baseline will be based on the results with a thirty (30) day grace period for the vendor to achieve the required service levels. The Exchange's Project Management Team will provide direction on how to achieve the expected service level;
- c) The Contractor shall adhere to the Exchange's protocols, job aids, task guides and training materials for contact and handling and all other work. Contractor shall contact Covered California University for any clarification of these materials;
- d) Contractor may not, without the approval in writing by the Exchange's Project Management Team, initiate or implement any process or procedure for consumer interaction outside of those contained in CRM Knowledgebase;
- e) The Contractor shall only utilize CalHEERS and CRM as directed in Exchange protocols, task guides and job aids;
- f) Working with the Exchange's Project Management Team, the Contractor shall develop a plan to achieve and maintain Quality Assurance standards consistent with the Exchange's QA standards.
- g) Working with the Exchange's Project Management Team, the Contractor shall develop a plan to achieve and maintain schedule adherence standards of (85%) percent or higher (weekly), including an agreed-upon matrix for staff performance management.

### 3.9 Call Center Operation

- a) The Contractor shall work cooperatively with other Exchange vendors who may perform similar call center and data entry work at the guidance of the Exchange's Project Management Team;
- b) The Contractor shall allow access to on-site operations by the Exchange's Project Management Team and/or their approved representative(s) during normal business hours of operation for scheduled and unscheduled visits;
- c) The Contractor shall designate a single person (e.g., site director) to whom all project communications may be addressed and who has the authority to act on all aspects of the contract for services. This person will be responsible for the overall project and will be the contact for all invoice issues;
- d) Contractor will strictly follow the Exchange's protocols, use approved job aids, task guides and training materials for all work performed to support the Exchange. In addition, quality evaluation monitoring procedures will be in place to ensure SCRs are delivering services in accordance with approved protocols. Supervisors will monitor staff performance against client documented processes and procedures and our high expectation for Customer Service;
- e) The Contractor shall maintain call center hours of operation identical to the Exchange's Service Center hours of operation as described below for Renewal/Open Enrollment periods or Non-Open Enrollment periods, or with advance notice, other hours as requested by the Exchange's Project Management Team, including Sundays, holidays, and on a 24-hour, 7 days per week schedule, and will adequately staff the call center during those hours of operation. The contractor will be the primary to cover early and late shifts to ensure appropriate coverage during peak and off periods.
- f) Renewal/Open Enrollment periods: Monday – Friday 7:45 am to 9:30 pm; Saturday 7:45 am – 7 pm. With 24 hour notice, the Contractor must provide staff to remain open until midnight Monday-Saturday and/or to be open Sundays from 8 am until midnight, or any extended hours of operation beyond these hours as requested by the Exchange;
- g) Non-Open Enrollment periods: Monday – Friday 8 am – 6 pm and Saturday 8 am- 5 pm, Pacific Time;
- h) When Service Center Representatives are logged into the dedicated Exchange queue, they shall work on the Exchange's Service Center work only;
- i) Additionally, Contractor's Service Center Representatives will be 100% dedicated to the Exchange. Contractor will not utilize staff for other programs;

- j) The Contractor shall enable the Service Center Representative to handle a call, through the potential life cycle, that is, from inquiry to resolution and closing documentation.

### 3.10 Facilities

- a) Provide a turn-key facility, located at a site within the Greater Sacramento, California area, including furniture, cubicles, office supplies, etc., to perform the required work, including facilities and resources for training. Facilities shall meet HIPAA security and privacy requirements;
- b) The Contractor must provide a turnkey facility with MPLS circuit connectivity of 150M to the Raging Wire Data Center at 1200 Striker Ave, Sacramento California 95834 and 1525 Comstock St., Santa Clara California 95054;
- c) The facilities shall include space for up to (2) two office spaces for the Exchange staff;
- d) The Contractor shall provide training rooms that can hold up to twenty-five (25) students per room. Each workstation should be large enough to hold a workstation, at least one monitor, a phone and work area large enough for student comfort. In addition, each training rooms should be equipped with a driver workstation area, computer, projector, screen and podium for the trainer/facilitator;
- e) During the initial hiring waive of up to six hundred (600) staff, Contractor shall provide one permanent and two temporary training rooms; each room with a maximum of twenty-five (25) students per class;
- f) Given the highly sensitive nature of the data processed in the service center, the Contractor's security plan shall ensure physical and technical safeguards which exceed HIPAA compliance standards, and those related to MARS-E, PII, IIHI, and PCI. The facility data services will provide via fiber-optic or like type technologies, with the facility infrastructure being configured to support VoIP technologies. All necessary hardware and software for the Service Center will be provided by the Contractor;
- g) To the extent that parties mutually agree in order to provide services under the contract, at the Exchange's advance request, the Contractor staff may be required to perform call center work at the following locations:
  - i. Sacramento Area Facility  
10877 White Rock Road  
Rancho Cordova, CA 95670
  - ii. Contra Costa County Site  
2500 Bates Avenue  
Concord, CA 94520

- iii. Fresno Area Facility  
7201 N Palm Avenue  
Fresno, CA 93711

- h) The Contractor will provide headsets for their staff performing work at these Exchange sites.

As shown in the table below, the initial facility requirements should encompass the following:

Facility Requirements		
Area	Function	Notes
<b>General</b>	Lobby/front counter	Recruiting functionality, coat closets and seating area required. Secured from production area.
	HR Generalist	Requires office for conducting interviews
	Representative testing areas	Equip with computers for use in testing
	Training room	Minimum of 1 permanent and 2 temporary rooms equipped with computers for orientation, training
<b>Call Production Area</b>	Supervisors' desks	Seating distributed to support ratio of 1:15 agents
	SCR desk positions	Number of positions will depend on the contract need
	Mail/photocopy/fax center	Production mail, and local printing/copying
	Fulfillment area	Locked and controlled by security system
	Kitchen/lunchroom	Sized according to space availability; requires room for vending, microwaves, counters, tables, and chairs
<b>Admin/Support</b>	Site Director's office	Office with small meeting area
	Hotel offices	Two offices with doors and computer systems
	Support staff	Cubicle space
	Large conference/meeting room	Enough to seat at least eight people
<b>Information Technology</b>	Computer/equipment room	Cooled, equipped for fire prevention and secure controlled access, heat and humidity monitoring and notification system, storage area for break/fix inventory.
<b>Design Standards</b>	Security	Security specific requirements
	Access	Compliant with Americans with Disabilities Act (ADA)
	Computer/equipment room	Meets Contact Center IT industry standards

Additional facility features include an elevator for ADA compliance, UPS, back-up generator system and redundant fiber-optic facilities.

### 3.11 Workforce Management

- a) The Contractor shall use the NICE IEX workforce management system to monitor and track staffing levels and schedules by work area;
- b) The Contractor's Workforce Management staff will be responsible for entering all schedule exceptions and call-outs; Contractor will follow State processes for exceptions and call-outs.
- c) The Contractor's Site Director will work with the Exchange's Project Management Team to maintain acceptable schedule adherence and respond quickly to minimize service impacts caused by unexpected events, variations in workload, changes in agent skills and work rules;
- d) The Exchange's centralized Workforce Management will regularly provide the Exchange's Project Management Team with current operational data focusing on KPIs and trend analysis. The scorecard addresses overall performance. Contractor management will meet each week with the Exchange's Project Management Team to review the scorecard and discuss initiatives in progress and continuous improvement activities.

#### **Advanced Suite Functions**

- Multimedia Scheduling – Scheduling capabilities support multi-site multimedia contact centers, specifically to accommodate agents working multiple channels and skills (e.g., email, phone, chat, social media, etc.) simultaneously, exclusively, or performing specific skills/activities at different times within a day.
- Adherence Suite – Adherence Suite provides real-time and historical adherence features enabling supervisors to easily monitor and analyze agent activity. The result is better planning, improved agent performance, lower costs and improved customer service;
- WebStation Plus – The WebStation feature gives agents and supervisors Web browser access to work schedules, statistics, performance, and communication via a Web browser as well as automates common scheduling tasks;
- Report Manager - Configurable tabular and graphical reports are available to the entire organization via a web browser. Frontline employees can see where they stand versus targets and versus their peers. Analysts and WFM Professionals can dive into data to understand near-term issues and longer term trends. Additionally, decision-makers always have tremendous depth and breadth of understanding into operations. Report manager allows reports to be exported in several formats including PDF, RTF and XLS. In addition to the above Advanced Suite functions, the Contractor's workforce



- system functionality shall also include Availability Points, Time off Manager, Schedule Change Policy & Time Board, Express Messenger and e-Trainer.

The following list is a compilation of customizable reports that can be used in the Service Center and will be made available to the Exchange's Project Management Team:

### **Call Center Staff Management**

- Call interval reporting enables us to make decisions based on trends in call volume, service level performance, and other KPIs;
- The Real Time Agent Report provides management with the visibility to monitor the duration of time that SCRs spend in various stages of customer interactions. This type of reporting tool is useful in helping to maintain appropriate phone coverage by ensuring that SCRs are in a productive state;
- Call Quality Reporting compares performance against set quality goals. From these reports, we can focus on quality components in which agents may require additional training to ensure service quality exceeds customers' expectations;
- Call Handling: The Contractor's Daily Operations Report shows the service center's performance, day over day, for the date range specified by the end user. Components of this report include Calls to IVR, Calls Offered, Calls Answered, Calls Abandoned, Average Handle Time, Average Speed of Answer, and Quality Performance, to name a few;
- Disposition reporting allows us to see the types of customer calls received while also providing insight into handling times per type of call. It also helps to identify possible training needs, as well as the impact on call volume when new products and services are introduced.

### **Statistics**

- Statistical information is included in the Daily Operations Report. Statistics such as Speed of Answer, Service Level Performance, Average Handle Time (Talk Time, Hold Time, After Call Work), Percentage of Calls Answered, and Quality Performance all help identify how we are processing calls;
- Service Center Representative Performance reporting is critical to managing the customer service center staff, as well as coaching and developing SCRs. The Daily Agent Report allows for management to provide feedback to our SCRs, reporting on items such as a specific SCR's

Handle Time, Quality Performance, Productivity and other performance metrics;

- A monthly executive summary enables our clients to see performance month after month against the various KPIs specific to the operation. This type of report will help identify trends and the center's overall performance;
- e) The Contractor's Director of Project Management will provide the Exchange's Project Management Team with daily start-up and implementation reports that detail the progression of the implementation and integration process as it relates to the CSC and relevant elements of the Exchange;

### 3.12 Technology

- a) The Contractor must provide appropriate network infrastructure and expert support services to acquire and complete MPLS circuit connectivity within the Service Center facility;
- b) The Contractor must provide a turnkey facility with MPLS circuit connectivity of 150M to the Raging Wire Data Center at 1200 Striker Ave., Sacramento, California 95834, and 1525 Comstock St., Santa Clara, California 95054;
- c) The Contractor must provide fiber connectivity within the Service Center facility. (Copper, satellite internet, MiFi and DSL internet connectivity will not be acceptable as an alternative solution to MPLS connection);
- d) The Contractor must provide local internet services capable of supporting a 150M MPLS connection;
- e) The Contractor must provide phones, headsets, computers, monitors, keyboards, mice and other peripheral equipment necessary for Service Center Representatives to perform call center activities;
- f) The Contractor must supply all PCs, monitors, printers, network routers, network switches, data center racks, and wiring sufficient to meet network and operational needs;
- g) The Contractor should supply a 150MB redundant Internet Circuit;
- h) The Contractor should supply a 150MB redundant MPLS Circuit;
- i) Contractor will assume billing and cost management responsibilities for establishing and maintaining connectivity (MPLS and Internet)
- j) The Contractor's MPLS router must have redundant power supplies. The router will connect to both the Core Switches and Voice Gateway. The router will be configured to auto-negotiate its speed and duplex setting as advised by Integra communications. The MPLS router must be connected by a CAT-6 cable, with an RJ-45 connector, to a Network Interface Device (NID) supplied by Integra, which will be the transition point to the Dmarc location at the Main Point of Entry (MPOE). The NID-to-Dmarc connection will be a single-mode fiber;
- k) The Contractor will be required to implement and manage network access limits by adopting the Exchange's network white lists, and must implement Access Control Lists (ACLs) as required by the Exchange;

- l) The Contractor must supply Cisco 8961 Unified IP phones or functional equivalents;
- m) The Contractor will provide the PC image. The Contractor must deploy the standard image to all Contractor PCs;
- n) The Contractor will provide the SCCM software to manage desktop, push Software updates, security updates.
- o) The Contractor should provide and manage the end point protection software along with vulnerability scanner and provide weekly reports
- p) The Contractor will install, develop, deploy and manage the Site Active Directory servers for PCs and Phones;
- q) The Contractor will provide redundant DHCP and DNS network services;
- r) The Contractor will provide E-Mails to all staff.
- s) The Contractor is required to provide battery backup for thirty (30) minutes for all routers, switches and servers;
- t) The Contractor must provide enough bandwidth to record 100% of all the voice and data traffic;
- u) The contractor will be required to use the Exchange's NICE, Interactive
- v) Voice Response (IVR), and Automated Call Distribution (ACD) systems;
- w) The vendor must provide a security vulnerability scanning product similar to QualysGuard. The Contractor will be required to provide a monthly security scan report to the Exchange;
- x) The Contractor will provide the following at the Contractor's facility:
  - i. (1) 150MB Integra Circuit that connects to the Exchange's
  - ii. Secondary Data Center;
  - iii. (2) Nice Loggers;
  - iv. (2) Active Directory Domain Controllers;
- y) The Exchange will provide the following at the Contractor's facility:
  - i. NICE Users License sufficient for the number of call agents;
  - ii. Active Directory Domain Controller Configuration;
- z) The Contractor must provide the desktop software listed as "vendor provided" in the table below:

Product	Version	Provider
Adobe Air	3.7.0.1530	Vendor Provided
Adobe Acrobat	11.0.10.32	
Adobe Flash Player 18 ActiveX	18.0.0.194	Vendor Provided
Adobe Reader X	11.0.10	Vendor Provided
CalHEERS Phone	1.6.14	Vendor Provided
Java 7 Update 42	7.0.42	Vendor Provided
Microsoft .NET Framework 4 Client Profile	4.0.30319	CoveredCA
Microsoft .NET Framework 4 Extended	4.0.30319	CoveredCA
Microsoft Forefront Endpoint Anti-Virus Protection	4.2.0.8	CoveredCA
Microsoft Internet Explorer 9	9.0.7601.17514	Vendor Provided
Microsoft Silverlight	7.1.	Vendor Provided
Nice Perform Release 4.1-Player	41.0.0600	CoveredCA
Nice Perform Release 4.1- Player Codec Pack	41.0.0005	CoveredCA
Nice Perform Release 4.1- ROD	41.0.0700	CoveredCA
Nice Perform Release 4.1- ScreenAgent	4.1.1102.451	CoveredCA
Nice Perform Release 4.1- ScreenETA	4.1.0900.265	CoveredCA
Nice Set Security App		CoveredCA
Microsoft Office Standard 2010		Vendor Provided

aa) The contractor must provide internet connectivity to the following applications:

- The Exchange's Web Application
- The Exchange's Learning Management System (LMS)
- The Exchange's Customer Relationship Management System (CRM)
- The Exchange's SharePoint.

bb) Voice and Data technology must be capable of supporting agent access to the Exchange's cloud-based Systems;

The Contractor shall deploy primary and backup Internet connections for the location to the Exchange's Primary and Secondary Data Centers. As well, redundant Cisco ASA 5515 firewalls will be used to secure the Internet connections in an active/standby configuration. An SLA will be configured on the firewalls to automatically reroute traffic through the backup Internet connection in the event of a primary Internet failure. Contractor will provision Internet symmetrical bandwidth according to Covered California application requirements;

- cc) The Contractor shall provide the Service Center desktop that is used by the Exchange's Service Center(s.);
- dd) The Contractor will ensure desktop upgrades to support Service Center tools to Service Center Representatives desktops. Contractor will use Internet Explorer 9, or such other upgraded versions as required, to connect to the hosted Exchange applications;
- ee) The Exchange shall provide, manage, maintain and upgrade, as may be determined necessary by the Exchange, call center technologies required to deliver multi-channel and customer service tools on the desktop (e.g., CalHEERS, CRM system, other desktop tools) needed to take and handle consumer calls for the Exchange consistent with the Exchange's enterprise-wide standards;
- ff) The Contractor shall provide workstations/PC that can access the Exchange's instance of the cloud-based Oracle RightNow CRM, the Exchange's CalHEERS system and training webinars;
- gg) The Contractor shall provide the capability to connect to and access the Exchange's Automated Call Distribution (ACD) functions in order to distribute calls to the Service Center Representatives;
- hh) For connectivity to the Exchange's Cisco ACD environment, a simplified approach is recommended to extend the Exchange's telecom infrastructure to the Contractor's California Contact Center. By extending the existing Exchange Contact Center Infrastructure, centralized reporting and skills based management can be achieved. Contractor staff shall utilize existing reporting and workforce management tools in use for the Exchange's infrastructure;
- ii) The Contractor shall provide redundant WAN links to the Exchange's data center for connectivity to the hosted Exchange Cisco Contact Center Suite. The Contractor will supply Cisco IP phones comparable to Cisco 8961 and device licenses required for Contractor agents. The Contractor will provide/configure DHCP Option 150 for call server configuration for phone registration. The Contractor will also configure call recording servers to extract CTI events from the Exchange's ACD for ANI, agent ID, and skill group information for searchable fields in the call recording database. The Contractor will use Cisco SPAN (Switched Port Analyzer) to copy voice packets to agent IP phones on the Contractor California Contact Center local area network for call recording;
- jj) The Contractor must provide documentation of antivirus management, monitoring and malicious protection/quarantine audits. The Contractor shall use Symantec Antivirus and security software on servers and PCs. The Contractor shall use Symantec's Central Management console to schedule virus signature files and application updates. The Central Management console alerts administrators of desktops and servers that contain outdated files. Symantec Central Management console alerts generate HelpDesk tickets for assignment to Contractor IT support staff;

- kk) The Contractor shall provide the following technology to be used by Contractor staff to access the Exchange's cloud-based technology: Dell Optiplex workstations with two - 22 inch LED monitors for access to the hosted Oracle RightNow CRM and CalHEERS system. The Contractor's Dell Optiplex workstations will contain at least 4GB RAM and minimum Intel i5 processor. The Contractor will purchase and install Microsoft Office 2010 for each agent workstation. All workstations will be configured for Internet Explorer Version 9, or such other upgraded version as required;
- ll) The Contractor will provide the capability to record 100% of all calls and screens viewed. The recordings must be exportable in a format that can be viewed and heard;
- mm) The Contractor will implement and use NICE technologies call recording and quality assurance scoring application. The NICE platform provides comprehensive call recording technology that supports virtually any telephony environment, through capturing and forwarding recording streams in real time, as well as recording archiving. The NICE Engage Platform also captures non-voice interactions such as SCR Screen, video, chat and email, and stores them in a single recording platform for ensuring policy adherence and standardized workforce optimization processes across multiple channels;
- nn) The Contractor will arrange for NICE technology professional service support to ensure seamless integration of onsite recording logger and centralize recording Archiver. Audio and screen recordings are merged every fifteen (15) minutes, providing a single file for each interaction that can be replayed with a standard Windows Media Player. Call recordings are easily retrieved from on-site network storage units, and the Exchange requests for call recordings will be fulfilled within one hour;
- oo) The Contractor shall use ACD, Interactive Voice Response (IVR) and other call center technology available to manage the receipt, distribution and monitoring of calls;
- pp) The Contractor will utilize the Exchange's Service Center Cisco UCCE environment. Contractor can support connectivity to the UCCE infrastructure for call delivery via private SIP trunking (IP to IP calling) or traditional PSTN transfer via carrier services. Contractor agent calls will be accepted and queued within the Exchange's Service Center ACD. The Contractor can also support ICM-to-ICM gateway features in support of the Exchange's post-IVR call transfer protocol. The Exchange envisions the following call center environment:

### 3.13 Call Center Technology Description

The call center is supported by Cisco Unified Contact Center Enterprise (UCCE) solution version 10.5 which provides ACD, IVR, outbound dialing, email, chat and fax capabilities. The call center is connected to the core data centers over a multi-point wide area network (WAN), providing multiple network paths for voice and data to reach

any facility joined to the WAN. UCCE delivers intelligent contact routing, call treatment, network-to-desktop computer telephony integration (CTI), and multichannel contact management over an IP infrastructure and combines multichannel automatic call distributor (ACD) functionality with IP telephony.

Automated Call Distribution (ACD) - Cisco's Unified Communication Manager and Unified Contact Center Enterprise provides intelligent routing of customer contacts based on predefined thresholds, monitoring real-time consumer support center statistics such as agent skill, longest available agents, wait time, etc. Various time-of-days routing, such as afterhours or on holidays, is supported with customized messaging or alternate routing. Cisco uses carrier-class redundant routing and IP ACD functionality, including monitoring and control of agent's state, routing and queuing, CTI capabilities, real-time data for agents and supervisors, as well as historical reporting for management.

Interactive Voice Response (IVR) - Cisco Voice Portal (CVP) provides call queuing and self-service at the edge of the network, allowing for redundancy so that calls can be routed to alternate consumer support centers in the event of a failure. The CVP platform allows the Contractor to create customized self-service applications based on the VXML. The CVP can be programmed to route customers back into the IVR for completion of a customer survey. The IVR application can be built to prompt the customer with questions and accept DTMF (Dual Tone Multi-Frequencies) responses. All survey activity is captured within the UCCE SQL databases for later reporting.

Computer Telephony Integration: As a new interaction arrives, account information is immediately presented to the agents without intervention. Call information can also be integrated with various external applications to facilitate customer account look-up.

Weighted Skills-Based Routing: The various communication methods utilized are consolidated to a centralized queue and dynamically routed to representatives according to pre-defined business rules and contact priority. By consolidating and prioritizing contacts within the CSC facility, non-real-time contacts can be handled during times of slower call volume. Multi-channel skills-based routing ensures that customer contacts are addressed in an expedient manner while efficiently matching agents to customer needs. Multiple routing capabilities are available, which are dependent on dynamic or pre-defined Contact Center business rules or the criteria of the telecommunications provider.

Call prioritization: Calls can be tagged/prioritized within the IVR/ACD to move "critical" calls ahead in queue (e.g., account issue, etc.)

Auto answer: Establishes an automatic connection to incoming calls when the agent is in a ready state. This feature can be leveraged to improve speed to answer.

Courtesy callback: Reduces the time callers are physically waiting on hold or in a queue. The feature enables our system to offer callers who meet predetermined criteria the option to be called back by the system instead of waiting on the phone for an agent. Callers who decide to be called back by the system leave their names and phone numbers. When the system determines that an agent will be available soon (or is available), the system then places a call back to the caller. The caller answers, confirms that he/she is the original caller, and is connected by the system to the agent after a much shorter wait.



### 3.14 Work Plan

Contractor shall provide a Work Plan within ten (10) days of contract execution and every thirty (30) days thereafter.

### 3.15 Contract Completion Criteria

The contract resulting from this RFP will be considered complete when the Exchange's Project Manager has approved and accepted all assigned contract deliverables.

### 3.16 Deliverable Acceptance Criteria

All concluded work must be submitted to the Exchange for review and approval or rejection. Payment for all tasks performed under this Scope of Work will be based on time and materials. It will be the Exchange's sole determination as to whether all tasks have been successfully completed and are acceptable.

Throughout the contract, the Exchange will review and validate services performed. In addition, the Exchange's Project Manager will verify and approve the Contractor's invoices. Signed acceptance is required from the Exchange's Project Manager to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to the Exchange.

If a deliverable is not accepted, the Exchange will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

### 3.17 Contractor's Roles and Responsibilities

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract for services. This person will be responsible for the overall project and will be the contact for all invoice and Contractor staffing issues.
2. Provide written reports for review and approval by the Exchange and formally respond to the Exchange review findings, as necessary.
3. At the discretion of the Exchange's Project Management Team, meet daily to discuss progress.



4. Conduct weekly Contractor Training Team meetings with Covered California University.
5. The Contract Training Team will provide status reports on new hire training, attrition rates, and other training or on information related to training at the request of Covered California University.
6. The Contractor shall provide detailed reporting of all work activities (volume of calls and data entry) on a daily, weekly, monthly basis. Staffing and service level reporting shall be provided on a weekly and monthly basis.

The Contractor will make its best effort to maintain staff continuity throughout the life of the project. If, however, a substitution of key staff becomes necessary, the Contractor must submit a resume for review. All Contractor key staff substitutions must be approved in writing by the Exchange's Project Management Team. Failure to receive the required approvals may result in termination of the contract

### **3.18 Covered California's Roles and Responsibilities**

The Exchange shall:

1. Designate an Exchange contact person (Project Manager) to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this RFP.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Through the Exchange's training program, Covered California University, work with the Contractor training team to provide the Contractor with the Exchange's training course curricula necessary to support the call center. Covered California University will provide instructor guides, student guides, access to the Exchange's Learning Management System and other training systems necessary to support training.

Covered California University will provide training for trainers to ensure trainer readiness and will act as Subject Matter Experts (SMEs) and support for the Contractor training program.

1. Through Covered California University, provide support to the Contractor Training Team as necessary to support the Vendor Call Center. Covered California University will act as a SME and provide any clarification or responds to questions from the Training Team who are assisting and supporting the Vendor Call Center.
2. Ensure that decisions are made in a timely manner.

3. Provide meeting rooms as needed.
4. Identify and provide access to SMEs to assist with the elaboration of technical requirements.
5. Provide appropriate number of Cisco UCCE concurrent use licenses to meet workforce management plan.
6. Provide appropriate number of CRM per seat per month licenses to meet workforce management plan.
7. Provide technical support required to land MPLS circuit connectivity to the Exchange's Primary and Secondary data centers.
8. Provide appropriate technical resources to coordinate voice, data and cloud based systems.

### 3.19 Project Assumptions and Constraints

1. The Contractor's work hours must be identical to the Exchange's Service Center sites as described for Renewal/Open Enrollment periods and Non-Open Enrollment periods, unless other hours are otherwise requested by the Exchange's Project Management Team.
2. In addition to the Renewal/Open Enrollment/Non-Open Enrollment hours of operation, and with advance notice, the Exchange's Project Management Team may also require that the Contractor perform work during other hours, including Sundays, holidays, and on a 24-hour, 7 days per week schedule, and will adequately staff the service center during those hours of operation.
3. Any modifications to tasks within the Scope of Work of this contract will be defined, documented, and mutually agreed-upon by the Contractor and the Exchange's Project Management Team prior to starting work on the modified task. Amendments to the contract for tasks within the Scope of Work are limited to an extension of time or tasks directly related to the Scope of Work.
4. The Exchange reserves the right to renegotiate services deemed necessary to meet the needs of this project according to the Exchange's priorities. The Exchange's Project Management Team and the Contractor must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
5. To the extent the parties mutually agree to relocate any of Contractor's resources to site locations outside of the Greater Sacramento area in order to provide services required under the Agreement, and with the Exchange Project Management Team's advance written approval, the Exchange will reimburse the Contractor for its direct transportation costs. The Contractor shall provide the Exchange's Project Management Team with proof of the selected passenger carrier's liability insurance that meets or exceeds requirements under California law. The Contractor shall also provide proof of all insurance requirements under Exhibit D including automobile liability insurance. The Exchange shall not provide

nor compensate the Contractor for any insurance or costs for any type or amount of insurance required as specified in Exhibit D.

6. The Exchange's Project Management Team and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to Covered California Project Management Team and the Contractor's engagement manager, respectively, within forty-eight (48) hours of becoming aware of the problem.
7. Fifteen (15) day notice will be given by the Exchange for the vendor to make staffing changes.
8. Renewal Period: October 15, 2015 to November 1, 2015. Open Enrollment Period: November 2, 2015 to January 31, 2016.

### **3.20 Contract Amendment**

The Exchange may, at its sole discretion, extend the term of the contract to continue services through the 2016 open enrollment period through a formal amendment. If mutually agreed-upon by the State and the Contractor, this Agreement shall be amended to include additional services and funding.

### **3.21 Payment and Invoicing**

Payment to the Contractor is contingent on the Exchange's receiving funding from the Federal government and the collection of fees assessed from the Qualified Health Plans. The Exchange shall bear no liability or responsibility for payment to Contractor, even for services provided and delivered, in the event payment to the Exchange from the Federal government or the collection of fees assessed from the Qualified Health Plans is delayed, suspended, or terminated.

The Contractor may invoice the Exchange only after the successful completion and acceptance of the deliverables. The Contractor may not invoice the Exchange for any costs exceeding the maximum amount identified to complete a deliverable.

## **4. PROPOSAL RESPONSE CONTENT**

Final proposal requirements are contained in the following areas that are described in detail in subsequent sections of this document:

1. Understanding and Approach
2. Corporate Qualifications Summary
3. Engagement Team Qualifications
  - a. Staff Resumes
4. Past Projects Completed
5. Assumptions

## 6. Updated Model Contract

- a. Using the 3.3– Scope of Work template, include revised updated Scope of Work 3.3, using track changes.
  - i. Understanding and Description of the tasks to be performed (Work Plan)
- b. Costs: Include revised Exhibit B – Budget Detail and Payment Provisions and Exhibit B, Attachment 1 – Cost Worksheet, using track changes.

Include Exhibits C, D and E with track changes to the Terms and Conditions. Submission of Exhibits without track changes will be deemed to be Bidder's acceptance of the Exhibits as drafted.

### 4.1 Proprietary Information and Confidential Status of Responses

Any documentation submitted which has been marked "Proprietary" or "Trade Secrets" may be rejected.

#### 4.1.1 All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP, and shall include the following Administrative Requirements in this order:

1. The "Proposal Cover Page" form (Attachment 1) completed and assigned by a representative authorized to bind your organization.
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers' Compensation Liability Insurance.
4. Proof of Automobile liability, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by Contractor for services provided pursuant to this Agreement.
5. A signed Federal Debarment Certification (Attachment 2).
6. A completed certification form showing, upon contract execution, the Bidder agrees to provide a completed Title 10, California Code of Regulations, Chapter 12, Article 1, Statement of Economic Interests (Form 700) (Attachment 3). For more information, see the California Health Benefit Exchange Conflict of Interest Code: <http://hbex.coveredca.com/resources/>, and the Fair Political Practices Commission site: <http://www.fppc.ca.gov/>.
7. A signed Payee Data Record form STD 204 (Attachment 4)

## 4.2 Technical Requirements

In addition to the Administrative Requirements, all Final Proposals must include:

Vendor is strongly encouraged to describe in detail their willingness and ability to support multiple State Exchanges, including Infrastructure, network, telephony platform, security and privacy, facilities, equipment, staff, workload management and preserving the integrity of each entity's data. The above response will not be included in the scoring, however a response is strongly encouraged.

### 4.2.1 Understanding and Approach

Include a description of the Bidder's understanding of the project's goals, emphasizing the Bidder's understanding of the objectives and the major activities that must be performed to complete the work. Discuss the Bidder's strategy for providing the services outlined in the solicitation within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term. Include expectations of all entities outside the Bidder's own team, if any. Provide the assumptions used to develop the response (No more than 4 pages).

### 4.2.2 Corporate Qualifications Summary

Describe and provide examples of the Bidder's overall capability and resources as they relate to the general requirements set forth in this RFP's 3.3

– Scope of Work, including the following:

1. Ability to manage the project and the risks involved.
2. Ability to complete projects on time and within budget.
3. Ability to provide quality deliverables.
4. Evidence of the Bidder's experience performing the services outlined in this RFP, including the total number of years the Bidder has been providing these services.

(No more than 4 pages).

### 4.2.3 Project Team Qualifications

Describe the qualifications of each member of the proposed project team. Identify the role each member is expected to play and describe the experience, education, knowledge and skills each possesses as they relate to their proposed role.

Bidder must identify the key staff that will be the points of contact for Covered California and the percentage of time that staff will be dedicated to the work detailed in the 3.3 – Scope of Work. (No more than 4 pages).

#### 4.2.4 Resumes

Provide a resume of the relevant experience for each proposed project team member. For each experience cited on a resume, the resume must include:

1. Total Duration: Indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted;
2. Description of Specific Experience: A complete description of the relevant experience, including identification of the client, name of the project, roles and responsibilities of the individual, and types of services provided by the individual.

#### 4.2.5 Past Projects Completed

Describe in a narrative up to five (5) projects the Bidder has completed in the last two years that relate to the tasks listed in 3.3 – Scope of Work (No more than 4 pages).

#### 4.2.6 Assumptions

Document any assumptions the Bidder is making about the SOW, the responsibilities of the Bidder and the Exchange, and any other issues relevant to the Bidder's offer and ability to do the work for the proposed cost (No more than 4 pages).

### 5. REVIEW OF FINAL PROPOSALS FOR AWARD AND SELECTION CRITERIA

Written Responses to this RFP will be evaluated in phases

Phase 1- Administrative Requirements. The Evaluation Team will review responses to the Administrative Requirements as more fully described in 4.2 above.

Phase 2 – Technical Requirements. The Evaluation Team will review the narratives describing understanding and approach, corporate qualifications, project team qualifications, resumes and past projects completed.

#### 5.1 Interviews

After Phase 2, interviews may be conducted with up to three of the highest-rated Bidders. The number of Bidders interviewed and the decision whether to conduct interviews at all is within the sole discretion of the Exchange. The specific staff to be interviewed will be agreed on by the Exchange and the Bidder at the time the interview is scheduled.

#### 5.2 Evaluation Criteria

Evidence of extensive previous experience in similar complex efforts will receive significant consideration in the evaluation process, as will demonstrated experience related to the SOW.

The table below lists the evaluation categories and the weight each will carry in the overall evaluation of each proposal:

(If the total points in the following table is modified from 1,000 points, the Points column must be modified as well in the table below:

<b>Scoring Criteria</b>		<b>Weight</b>	<b>Points</b>
Understanding and Approach		20%	200
Corporate Qualifications/Capacity		15%	150
Engagement Team Qualifications and Resumes		10%	100
Past Projects Completed		20%	200
Cost		35%	350
	<b>Totals</b>	<b>100%</b>	<b>1000</b>

After application of the weighted evaluation criteria described above, the highest-rated proposal shall be recommended for selection. If two or more of the highest-rated responses are evaluated as substantially equal following the application of the weighted evaluation criteria described above, the contract may be awarded to the Bidder with the highest level of Small Business and Disabled Veteran Business Enterprise participation.

See Section 6 of this RFP for an explanation of the application of Small Business and Disabled Veteran Business Enterprise preference points.

The Exchange's Evaluation Team will evaluate Bidder proposals in these areas:

1. Understanding and Approach
2. Corporate Qualifications/Capacity
3. Engagement Team Qualifications and Resumes
4. Past Projects Completed

### **5.2.1 Understanding and Approach**

Scoring of this factor shall be based on the Evaluation Team's assessment of the Bidder's understanding of, and insight into, the challenges, issues and risks faced by Covered California as depicted in 3.3 – Scope of Work, and the feasibility, efficiency and expected effectiveness of the approaches offered by the Bidder to provide assistance to the Exchange. Evaluators will assign scores based on information contained in the Bidder's Understanding and Approach Narrative described above in Section 4.3.1. The Evaluation Team will consider, in descending order of importance:

1. Quality of the Bidder's approach in addressing scope of responsibilities and activities, including how the Bidder will provide the flexibility to address issues as they arise, while maintaining a high level of quality in the approach;
2. Quality of the Bidder's approach to early identification of issues and risks, and how the approach will directly contribute to resolution and mitigation; and
3. Demonstrated understanding of the key characteristics of the project in general.

## 5.2.2 Corporate Qualifications/Capacity

The Exchange seeks a vendor with significant corporate capacity to respond to the Exchange's needs for the duration of the contract, to support a high degree of qualified staff continuity, and to maintain a consistently high level of individual team member performance.

Corporate Description, Capacity and Background: Scoring of this factor will be based on the Evaluation Team's assessment of the Bidder's corporate resources, capacity and historical track record as they relate to the SOW. Evaluators will assign scores based on the Bidder's Corporate Qualifications narrative described above in Section 4.3.2.

## 5.2.3 Engagement Team Qualifications and Resumes

The Exchange seeks a team of highly-qualified, senior staff to provide high-level project management support services as depicted in 3.3 – Scope of Work, combined with technical- or skill-based staff as described above in Section 4.3.3. The following describes the evaluation and scoring of key staff qualifications.

### 1. Engagement Team Experience and Credentials

Scoring of this factor shall be based on the Evaluation Team's assessment of the breadth, depth and relevance of each proposed team member's experience and credentials. Evaluators will assign scores based on information contained in the Project Team Qualifications narrative and Resumes. The Evaluation Team will consider, in descending order of importance:

- a. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the team members in the project engagement;
- b. Demonstrated capacity to perform at a high level in multiple areas of project management;
- c. General breadth and extent of experience, as indicated by the number of projects and duration of individual involvement in each;
- d. Relevance of experience as indicated by the scope and subject matter of project experience; and,
- e. Relevance of education, training, and certifications.

## 5.2.4 Past Projects Completed

Scoring of this factor shall be based on the Evaluation Team's assessment of the breadth, depth and relevance of past projects to the requirements detailed in 3.3 – Scope of Work, as well as corporate resources and capacity as indicated by the characteristics of projects previously completed. Evaluators will assign scores based on information contained in the Past Projects Completed narrative. Scoring may also be based on Bidder's performance in past contracts with Covered California.



### 5.3 Scoring Criteria

Evaluators will assign technical points to all categories using these scoring criteria:

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success	Score
Excellent	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High	10.0
Good	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High	7.5
Acceptable	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair	5.0
Marginal	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses or deficiencies	Significant	Significant	Poor	2.5
Unacceptable	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses or deficiencies	Needs major revision	Needs major revision	None	0

### 5.4 Cost Score

#### Cost (350 points)

Each Bidder's cost score will be calculated based on the ratio of the lowest cost proposal to the Bidders' cost, multiplied by the maximum number of cost points available (300), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total cost points available}$$

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

#### *Cost Evaluation and Scoring Methodology Example*

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 350$	263
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 350$	300
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 350$	350

## 6. PREFERENCE PROGRAMS

### 6.1 Small Business (SB) Preference

This RFP does not require Bidders to meet a minimum SB participation percentage or goal. Participation in this program is optional. However, if Bidders use subcontractors, Bidders are encouraged to subcontract with SBs.

Section 14835, et seq. of the California Government Code (GC) requires a 5% preference be given to Bidders who qualify as a SB. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations (CCR's), Title 2, Section 1896, et seq. The SB preference is for California-based Certified SB's (CCSB) only.

A Bidder claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more CCSB. Certification must be obtained no later than 5:00 PM on the bid due date.

The incentive is applied in determining the lowest monetary bid or best value by reducing the qualified Bidder's price by the amount of the incentive as computed on the lowest price submitted by a responsive Bidder. This reduction is applied solely for evaluation purposes.

The preference is used only for computation purposes to determine the winning Bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the preference is awarded to the small business, microbusiness or non-small business for the actual amount of the proposal.

If a Bidder is currently certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, or any city, county, federal, etc. certifying office, only a copy of that certification is required.

For more information on the requirements of, and how to obtain, SB and DVBE certification, visit the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

During the Contract term, the Contractor's SB compliance will be calculated on the completed work as verified by an audit of the Contractor's invoices and Contractor's payments to designated subcontractors.

If the Bidder or proposed subcontractor possesses a Small Business Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5 with its proposal package.

**6.2 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Incentive**

This RFP does not require Bidders to meet a minimum DVBE participation percentage or goal. Participation in this program is optional. However, Bidders are encouraged to subcontract with DVBEs.

Pursuant to Military and Veterans Code Section 999.2, each State department has a participation goal of not less than 3% for disabled veteran business enterprises. These goals apply to the overall dollar amount expended each year by the awarding department.

The Exchange recognizes disabled veterans for their service by establishing a DVBE Participation Program. The program is intended to further veterans’ participation in the Exchange’s contracting, promote competition and encourage greater economic opportunity. The Exchange determines whether to include DVBE participation requirements in specific solicitations based on the availability of contracting or subcontracting opportunities within the scope of services of the particular contract.

A Bidder may achieve participation by qualifying as a DVBE or by contracting with DVBE subcontractors. DVBEs must perform a commercially useful function, related to the bid specifications as required by Military and Veterans Code section 999 (b)(5)(B).

In order to encourage DVBE participation, the Exchange will apply a DVBE incentive as follows:

<u>Confirmed DVBE Participation</u>	<u>DVBE Incentive</u>
5% or More	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

The incentive is applied in determining the lowest monetary bid or best value by reducing the qualified Bidder’s price by the amount of the incentive as computed on the lowest price submitted by a responsive Bidder. This reduction is applied solely for evaluation purposes.

If the Bidder with the lowest monetary bid or best value, prior to application of the incentive, is a California-certified small business, only other certified small businesses will be eligible to receive the Small Business incentive bonus. If after application of incentives, two or more responsive bids tie for lowest monetary bid or best value, the contract may be awarded to the Bidder with the highest level of DVBE participation, if it is determined that the bid provides the Best Value to the State.

During the Contract term, the Contractor's DVBE compliance will be calculated on the completed work as verified by an audit of the Contractor's invoices and Contractor's payments to designated subcontractors.

If the Bidder or proposed subcontractor possesses a Disabled Veteran Enterprise Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5, and Disabled Veteran Business Enterprise (DVBE) Declaration – Attachment 6 with its proposal package.

### 6.2.1 Commercially Useful Function

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs who perform a Commercially Useful Function (CUF) relevant to this solicitation may be used to satisfy the DVBE participation goal. The criteria and definition for performing a CUF are below. When responding to this RFP, Bidders will need to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

**CUF Definition** California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of § 1896.61(f); is certified in accordance with § 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing CUF.

As defined in Military Veterans Code § 999, a person or an entity is deemed to perform a CUF if a person or entity does **all** of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted under normal industry practices.

A contractor, subcontractor or supplier will not be considered to perform a CUF if the contractor's, subcontractor's or supplier's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

### 6.3 Target Area Contract Preference Act (TACPA)

This RFP does not include TACPA preferences. However, during the RFP process, Bidders may apply for the preference. Bidders are encouraged to review the package carefully to ensure that their submittals conform to the program's preference requirements. See <http://www.pd.dgs.ca.gov/disputes/default.htm>.

If the Bidder wishes to take advantage of the TACPA preference program, the Bidder must complete and submit the Target Area Contract Preference Act Preference Request for Goods and Services Solicitations, Form STD 830 – Attachment 7 with its proposal package.

## Attachments

Attachment 1: Proposal Checklist

Attachment 2: Federal debarment, suspension, ineligibility and voluntary exclusion – certification

Attachment 3: FORM 700 Statement of Economic Interest Certification (if applicable)

Attachment 4: Staff Experience Form

Attachment 5: Bidder Instructions

Attachment 6: Payee Data Record, Form STD 204

Attachment 7: Bidder Declaration

Attachment 8: Proposal Cover Page

Attachment 9: Disabled Veteran Business Enterprise (DVBE) Declaration

Attachment 10: Target Area Contract Preference Act Preference Request for Goods and Services Solicitations STD 830

Model Contract with Exhibits

Standard 213

Exhibit A – Scope of Work Template

Exhibit B – Budget Provisions

Exhibit B, Attachment 1, Cost Worksheet

Exhibit C – General Terms

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions

Exhibit E, Attachment 1 – Resumes

Exhibit F - Privacy Addendum