# California Health Benefit Exchange (Covered California) RFP 2015-08: Call Center Services

**August 26, 2015** 

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#### 1. INTRODUCTION

#### 1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). To submit a proposal to provide the requested services, you must comply with the instructions contained in this document as well as the requirements stated in the Scope of Work (SOW), Contractor Response Guidelines, and Exhibit B – Attachment 1, Cost Worksheet. By submitting an offer, your organization agrees to the terms and conditions stated in this RFP.

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

## 1.2 Key Action Dates

Contractors 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

Request for Proposal Release Date:	Wednesday, August 26, 2015
Questions Due Date:	Wednesday, September 2, 2015 by 3:00 PM
Responses Posted By:	Friday, September 4, 2015
Proposals Due Date:	Tuesday, September 8, 2015 by 3:00 PM
Notice of Intent to Award	Friday, September 11, 2015
Estimated Term Dates:	September 28, 2015 through March 31, 2016

#### 1.3 Contact

John Chermesino California Health Benefit Exchange

E-mail address: HBEXSolicitation@covered.ca.gov

1601 Exposition Blvd. Sacramento, CA 95815

Four (4) copies of the Final Proposal are due by the stated deadline to the contact at the mailing address indicated in Section 1.3.

#### 1.4 Contract Amount

Responses shall not exceed \$12,000,000.00 in total costs. Responses that exceed this amount will not be considered for selection.

#### 1.5 Bidders' Questions

Bidders shall submit any questions regarding this RFP by the due date specified in the Key Action Dates table in Section 1.2. Only e-mail inquiries addressed to the contact person listed Section 1.3 will be accepted. Bidders shall provide specific information to enable the State to identify and respond to their questions. **When submitting inquiries, please reference the RFP number.** At its discretion, Covered California may contact an inquirer to seek clarification of any inquiry received. Bidders who fail to report a known or suspected problem with the RFP, or who fail to seek clarification and/or correction of the RFP, shall submit a proposal at their own risk.

# 1.6 Submission of Final Proposals

- Preparation: Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content.
- 2. Bidder's Cost: Costs for developing proposals or attending Bidder conferences are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.
- 3. 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 Covered California in its sole discretion. The Final Proposal must contain all items required in the RFP.
- 4. 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 Covered California, such information was intended to mislead Covered California 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.

Issuance of this RFP in no way constitutes a commitment by the State of California to award a contract. Covered California reserves the right to reject any or all offers received if Covered California determines that it is in Covered California's best interest to do so. Covered California may reject any offer that is conditional or incomplete. Assumptions made by the Bidder in responding to this RFP do not obligate Covered California in any way.

Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFP will be assessed based on determining the "Best Value" and the selection, if made, will be to a single Bidder. The SOW and bid will be made a part of the resulting Contract.

#### 1.7 Format of Proposals

This RFP requires Bidder(s) to submit a final phase proposal(s) that shall contain all required Administrative and Technical Attachments and Exhibits and shall be submitted in a sealed envelope or container when shipped to Covered California by the dates and times shown in Section 1.2 Key Dates. The sealed package must be plainly marked with the (1) RFP number and title, (2) Bidder name and address, and (3) must be marked with "DO NOT OPEN", as shown in the following example:

RFP 2015-08: Call Center Services
Attention: John Chermesino
California Health Benefit Exchange
1601 Exposition Blvd.
Sacramento, CA 95815
DO NOT OPEN

Hardcopy proposals shall be on standard 8  $\frac{1}{2}$ " x 11" paper. Electronic versions shall be stored in a Covered California-designated central repository and shall remain the sole property of Covered California.

Bidder shall submit four (4) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope or Container. In the Bidder's best interest, one (1) set should be titled as the "Master Copy" and the remainder as additional copies. Bidder shall also provide a CD-ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., MS Word, searchable Adobe PDF). Each copy shall be titled and unbound, including the additional copies.

Bids not submitted under sealed cover may be rejected.

#### 1.8 Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be non-responsive and to not be considered for award. Covered California may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. Covered California'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, remain unopened and 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 shall not be submitted to the Evaluation Team nor considered except upon written approval of the Executive Director, or his/her authorized designee, specifying the reason(s) for acceptance and consideration of the proposal(s) received after expiration of the deadline.

#### 1.9 Errors in Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, Covered California may, **AT ITS SOLE OPTION**, retain the proposal and make certain corrections. In determining if a correction will be made, Covered California 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 Covered California, is clearly established based on review of the complete Final Proposal submittal, Covered California may at its sole option correct an error based on that established intent.
- 2. Covered California may at its sole option correct obvious clerical errors.
- 3. A Bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- 4. Covered California may modify the RFP prior to the bid submission deadline by the issuance of an addendum to the website.
- 5. Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Covered California is not required to award a contract. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with the RFP requirements.
- 6. All proposals must be based on the Model Contract provided with this solicitation (Scope of Work provided in Section 3, and contract General Terms and Conditions provided in Attachment 2). Bidders must submit as part of their response any exceptions to the Model Contract that they wish to negotiate. Bidder exceptions must be documented in an attachment labeled "Proposal Contract Exceptions." All Model Contract exceptions must be included in the Bidder Proposal at the time of its submission. No additional exceptions may be presented during contract negotiations.
- 7. No oral understanding or contract shall be binding on either party.

## 1.10 Protest

A protest may be submitted according to the procedures set forth below. If a Bidder has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the Bidder should have been selected, according to Section 5.3 - Evaluation Criteria, and the Bidder believes Covered California has incorrectly selected another Bidder for the award, the Bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful Bidder" will be heard and resolved by Covered California's Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the Bidder, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of

delivery. The final day to receive a protest is five (5) business days after Bidder selection. Protests must be mailed or delivered to:

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

# 1.11 Disposition of Bids

Upon bid opening, all documents submitted in response to this RFP will become the property of the State of California. Government Code Section 100508(a)(1) exempts from disclosure under the Public Records Act all deliberative processes, communications, or portions of negotiations with entities contracting or seeking to contract with Covered California and entities with which Covered California is considering a contract. Included within the exemption include, but are not limited to, score sheets and proposals submitted by Bidders for purposes and any evaluation of competing for a contract. Covered California may, at its discretion, waive this exemption.

#### 1.12 Contract Execution and Performance

Performance shall start no later than the express date set forth in the RFP by Covered California after all approvals have been obtained and the contract is fully executed. Should the Contractor fail to commence work at the agreed upon date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to Covered California for the difference between Contractor's bid price and the actual cost of performing work by the replacement Contractor.

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

## 1.13 Subsequent Solicitation

At Covered California'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, Covered California may engage the next-highest-ranked Bidder without performing a subsequent solicitation.

#### 1.14 Addition or Subtraction of Services

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the scope of work may be modified to add or remove services through an addendum. If bids have been submitted at the time Covered California posts the addendum, Covered California may restrict responses to the addendum so that only those entities that have submitted bids in response to the initial RFP may respond to the addendum with the modified services.

#### 2. MINIMUM QUALIFICATIONS

## 2.1 Respondents' Minimum Qualifications

The entity or entities identified in this Statement of Work must have the following capabilities:

- 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 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 Respondents' Desirable Qualifications

Covered California is seeking an individual or entity identified in this Scope of Work with the following desirable capabilities and experience:

- 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.

# 2.3 Reassignment of Personnel

- The Contractor shall not reassign personnel assigned to the contract during the term of the contract without prior written approval of Covered California. 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.
- Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual

skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.

3. Covered California reserves the right to request a Contractor employee be removed from performing any work on the contract and upon written notice to the Contactor, 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 Covered California 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 employers 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.

Covered California is an independent public entity within California State Government. It is governed by a five member board appointed by the Governor and Legislature. Four of the members are appointed for four year terms, two by the Governor, one by the Senate Rules Committee and one by the Speaker of the Assembly. The California Secretary of Health and Human Services is a voting ex-officio member of the Board. The Board elected the California Secretary of Health and Human Services Agency as Chair, signaling its intention to actively coordinate and collaborate with existing state agencies involved in providing health coverage to Californians.

Covered California works in close partnership with the:

 Department of Health Care Services, which oversees and administers the 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 Care and Department of Insurance; and,
- A broad range of stakeholders whose constituencies will be impacted by health care reform.

The purpose of this solicitation is to procure call center services (voice, chat, and data entry) during the projected peak call volume periods of November, 2015 through February, 2016.

Covered California reserves the right to retain the services of the organization selected as a result of this RFP to assist with other related activities and projects embarked upon by Covered California during the established contract period, or through a contract amendment.

Read this document carefully. Responses to this RFP must be submitted to Covered California contact noted in Section 1.3.

#### 3.2 Reference Documents

For additional information about the Covered California and previous solicitations, please visit: <a href="http://hbex.coveredca.com/solicitations/">http://hbex.coveredca.com/solicitations/</a>

# 3.3 Project Tasks

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

The Contractor shall provide staff and facilities in the greater Sacramento, California area to perform work as directed by Covered California Project Management Team as follows:

## 1. SCR Staffing

- a) Up to 600 full-time equivalent (FTE) (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 vendor representative will work with the Covered California Project Management Team to determine staffing levels by work area (voice/chat/data entry). Call types will vary, but will typically include calls from Covered California consumers, calls from Medi-Cal consumers, application creation, application maintenance, password reset, application status, IRS Form 1095 calls, any designated manual work streams requiring data entry and general questions;
- 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 may not require or permit any worker to exceed more than forty (40) hours in any work week on work subject to the provisions of the Agreement, unless Contractor receives prior written approval by Covered California Project Management Team and the worker receives 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, Covered California 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) Contractor's onsite Workforce Management team will work with Covered California Project Management Team and Covered California's centralized Workforce Management to define staffing levels and create long-term staffing plans based on the call volume/data entry workload;
- e) During implementation and ongoing operations, Contractor Workforce Management staff will review schedules and staffing to validate the sufficiency of staff available to meet the staffing requests of the Covered California Project Management Team;
- f) Fifteen (15) percent of the call center staff shall be bilingual-fluent in Spanish/English languages;
- g) Five (5) percent of the call center staff shall be bilingual-fluent in Asian/English languages. Asian languages include Korean, Hmong, Vietnamese, Mandarin and Cantonese;
- Any languages that fall outside of requirements in this agreement will be handled through a language line service. If Covered California requires bilingual coverage beyond the levels specified in f) and g) above, Contractor shall adjust bilingual staffing as required;
- i) At the direction of Covered California Project Management Team, staff may flex between calls, chat, project work, and processing paper documents for Covered California and assist with any key data entry needs. The Contractor staff will use key data entry processes based on the direction that Covered California Project Management Team will provide. 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 Covered California Project Management Team;
- j) With twenty-four- (24) hour notice, and at the direction of the Covered California Project Management Team, the Contractor will make necessary schedule adjustments to align with Service Center business needs.

#### 2. Support Staff

a) Provide a single, named individual designated as the site director, with dotted line accountability to Covered California Project Management Team;

- 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:
- The Contractor shall provide sufficient management and front-line supervisor staff to ensure Service Level Agreements are met, to personally handle calls, systems data entry and call documentation;
- d) Contractor shall provide an adequate span-of-control for support and supervisor staff by using its standard span of control ratios. Supervisor staffing will be based on a 1:15 ratio of supervisor to SCRs. A 1:15 ratio allows supervisors sufficient time to fulfill administrative duties so they can focus on their most important task handling escalated calls, reviewing data entry and call documentation for compliance and providing effective feedback and coaching. Additionally, a 1:15 ratio enables supervisors to strengthen relationships with individual agents through daily interaction while also establishing a manageable group size that supports more productive team meetings and training sessions;
- e) Supervisors will manage performance and ensure compliance and Customer Service through multiple performance management channels; for example:
  - i. Sitting side-by-side with Service Center Representative monitoring a live call;
  - ii. Utilizing Covered California Service center-generated quality assurance documents, provide ongoing coaching and feedback to staff;
  - iii. In partnership with staff members, creating Performance Improvement Plans;
- f) Contractor shall be responsible to hire qualified trainers and training staff to support all initial hiring waive (ramp up) activities and on-going training activities for the duration of this contract. In conjunction with the Training Team, 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;
- g) Contractor shall maintain human resource and workforce management staff in order to comply with the terms of this contract;
- h) The Contractor shall commit one or more liaison resources to work with the centralized Covered California Workforce Management. The centralized Covered California Workforce Management provides all workforce management forecasting, schedules and monitoring across all Covered California and County service center sites;
- The Contractor shall align the workforce management plans to the Covered California Workforce Management forecast and scheduling requirements.
   Contractor's workforce designee will meet regularly with the Covered California Project Management Team to build a staff plan based on daily, weekly forecasts and schedules according to call arrival patterns;
- j) Contractor will refrain from creating any ancillary support positions, not specifically discussed above, without written consent from the Covered California Project Management Team

#### 3. Training

- a) The Contractor will provide sufficient qualified training staff to ensure all consumer service 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 Covered California's training courses, training methodologies, training materials and all support materials currently provided to its Service Center staff;
- b) Covered California'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 (80 percent may not assist consumers until such time as they pass the final exam. Covered California University will provide the final exam and scores which will be provided to the Contractor who manages the vendor staff;
- 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 Covered California 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 Covered California-provided training and will follow the following format:

## 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 Covered California's acceptable use and security training as well as sign the Covered California acceptable use policy. Annual security awareness and compliance training for all employees is mandated by Contractor. Contractor will ensure all employees participate in Covered California's acceptable use and security training and during employment orientation; every staff member will be required to sign the Covered California acceptable use policy;
- h) The initial hiring waive (ramp up) costs will be borne by the Contractor.

#### 4. Timeline

- a) Contractor shall provide a detailed ramp plan for Service Center Representative staffing and production readiness in time for the renewal period beginning close of business October 2, 2015.
- The Contractor shall provide a detailed timeline demonstrating a plan for proposed facilities, support staffing, and technology readiness by October 15, 2015;

## 5. 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 five (5) 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 Covered California achieves. Adjustments to the baseline will be based on the results with a five (5) day grace period for the vendor to achieve the required service levels. The Covered California Project Management Team will provide direction on how to achieve the expected service level;
- c) The Contractor shall adhere to Covered California 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 Covered California 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 Covered California protocols, task guides and job aids;
- Working with the Covered California Project Management Team, the Contractor shall develop a plan to achieve and maintain Quality Assurance standards of (80) percent or higher, including an agreed-upon matrix for staff performance management;
- g) Working with the Covered California Project Management Team, the Contractor shall develop a plan to achieve and maintain schedule adherence standards of (90) percent or higher, including an agreed-upon matrix for staff performance management.

#### 6. Call Center Operation

- a) The Contractor shall work cooperatively with other Covered California vendors who perform similar call center and data entry work at the guidance of the Covered California Project Management Team;
- b) The Contractor shall allow access to on-site operations by the Covered California 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 Covered California protocols, use approved job aids, task guides and training materials for all work performed to support Covered California. 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 Covered California 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 Covered California 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;
- 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 Covered California;

- g) Non-Open Enrollment periods: Monday Friday 8 am 6 pm and Saturday 8 am- 5 pm, Pacific Time;
- When Service Center Representatives are logged into the dedicated Covered California queue, they shall work on Covered California Service Center work only;
- i) Additionally, Contractor's Service Center Representatives will be 100% dedicated to Covered California. 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.

#### 7. Facilities

- a) Provide a turnkey 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 dedicated office spaces for the Covered California Project Management Team;
- 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 Covered California Project Management Team'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.

The Contractor will provide headsets for their staff performing work at these Covered California sites.

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

Facility Requirements					
Area Function Notes		Notes			
General	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	1 permanent and 2 temporary rooms equipped with computers for orientation, training			
Call Production Area	Supervisors' desks	Seating distributed to support ratio of 1:15 agents			
Aica	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			

Admin/Support	Site Director's office	Office with small meeting area	
	Covered California Representative offices	Two offices with doors and computer systems	
	Support staff	Cubicle space	
	Large conference/meeting room	Enough to seat at least eight people	
Client office(s)		Small offices with doors for onsite client representatives	
	Client support staff	Cubicle space	
	Visitors office	Small office	
Information Technology	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.	
Design Standards	Security	Security specific requirements	
Ctandards	Access	Compliant with Americans with Disabilities Act (ADA)	
	Computer/equipment room	Meets Contact Center IT industry standards	

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

## 8. Workforce Management

- a) The Contractor shall use its 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;
- c) The Contractor's Site Director will work with the Covered California 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) Covered California's centralized Workforce Management will regularly provide the Covered California 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 Covered

California Project Management Team to review the scorecard and discuss initiatives in progress and continuous improvement activities.

- e) The Contractor shall deploy its NICE IEX system functionality as follows:
  - Essentials Suite Calculates half-hour, daily, weekly and monthly long-term staffing requirements based on projected calls, average handle time, productivity requirements, staff shrinkage and attrition. The forecast algorithm can be used to define FTE requirements based on required contacts to meet objectives and average handle time per contact type. The application uses historical performance data from integrated Cisco reports to project requirements. In addition, an analysis of staffing shrinkage, absenteeism and attrition variables ensure accurate staff planning.

#### 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 Webbrowser 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 longerterm 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.
- f) The following list is a compilation of customizable reports that can be used in the Service Center and will be made available to the Covered California 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;
- g) The Contractor's Director of Project Management will provide the Covered California 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 Covered California:

# 9. Technology

- a) The Contractor must provide appropriate network infrastructure and expert support services to acquire and complete MPLS circuit connectivity with in the Servicer 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'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;
- The Contractor will be required to implement and manage network access limits by adopting the Covered California network white lists, and must implement Access Control Lists (ACLS) as required by the State;
- j) The Contractor must supply Cisco 8961 Unified IP phones or functional equivalents;
- k) Covered California will provide the PC image. The Contractor must deploy the standard image to all Contractor PCs;
- The Contractor will install, develop, deploy and manage the Site Active Directory servers for PCs and Phones;
- m) The Contractor will provide the DHCP and DNS network services;

- n) The Contractor is required to provide battery backup for thirty (30) minutes for all routers, switches and servers;
- o) The Contractor must provide enough bandwidth to record 100% of all the voice and data traffic:
- p) The contactor will be required to use Covered California's NICE, Interactive Voice Response (IVR), and Automated Call Distribution (ACD) systems;
- q) 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 Covered California;
- r) The Contractor will provide the following at the Contractor's facility:
  - (1) 150MB Integra Circuit that connects to the Covered California Secondary Data Center;
  - ii. (2) Nice Loggers;
  - iii. (2) Active Directory Domain Controllers;
- s) Covered California will provide the following at the Contractor's facility:
  - Nice Users License sufficient for the number of call agents;
  - ii. Active Directory Domain Controller Configuration;
- t) 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	<del>-</del>
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

The contractor must provide internet connectivity to the following applications:

- Covered California Web Application
- Covered California Leaning Management System (LMS)
- Covered California Customer Relationship Management System (CRM)
- Covered California SharePoint.
- voice and Data technology must be capable of supporting agent access to Covered California cloud-based Systems;
- v) The Contractor shall deploy primary and backup Internet connections for the location to the Covered California 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;
- w) The Contractor shall provide the Service Center desktop that is used by Covered California Service Center(s.);
- x) 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 Covered California applications;
- y) Covered California shall provide, manage, maintain and upgrade, as may be determined necessary by Covered California, 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 Covered California consistent with Covered California enterprise-wide standards;

- z) The Contractor shall provide workstations/PC that can access the Covered California instance of the cloud-based Oracle RightNow CRM, Covered California CalHEERS system and training webinars;
- aa) The Contractor shall provide the capability to connect to and access Covered California Automated Call Distribution (ACD) functions in order to distribute calls to the Service Center Representatives;
- bb) For connectivity to the Covered California Cisco ACD environment, a simplified approach is recommended to extend the Covered California telecom infrastructure to the Contractor's California Contact Center. By extending the existing Covered California 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 Covered California infrastructure:
- cc) The Contractor shall provide redundant WAN links to the Covered California data center for connectivity to the hosted Covered California 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 Covered California 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;
- dd) 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;
- ee) The Contractor shall provide the following technology to be used by Contractor staff to access Covered California 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;
- ff) 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;

- gg) 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;
- hh) 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 Covered California requests for call recordings will be fulfilled within one hour;
- The Contractor shall use ACD, Interactive Voice Response (IVR) and other call center technology available to manage the receipt, distribution and monitoring of calls;
- jj) The Contractor will utilize the Covered California 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 Covered California Service Center ACD. The Contractor can also support ICM-to-ICM gateway features in support of the Covered California post-IVR call transfer protocol. Covered California envisions the following call center environment:

#### **Call Center Technology Description**

The call center is supported by Cisco Unified Contact Center Enterprise solution (UCCE) 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.

## 10. Work Plan

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

#### 3.4 Contract Completion Criteria

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

#### 3.5 Deliverable Acceptance Criteria

All concluded work must be submitted to Covered California 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 Covered California's sole determination as to whether all tasks have been successfully completed and are acceptable.

Throughout the contract, Covered California will review and validate services performed. In addition, Covered California's Project Manager will verify and approve the Contractor's invoices. Signed acceptance is required from the Covered California 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 Covered California.
- 5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

#### 3.6 Contractor 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 Covered California and formally respond to Covered California review findings, as necessary.
- 3. At the discretion of Covered California 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.
- 7. 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 Covered California Project Management Team. Failure to receive the required approvals may result in termination of the contract.

## 3.7 Covered California's Roles and Responsibilities

#### Covered California shall:

- Designate a Covered California 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 Covered California's training program, Covered California University, work with the Contractor training team to provide the Contractor with Covered California training course curricula necessary to support the call center. Covered California University will provide instructor guides, student guides, access to Covered California'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 SME's and support for the Contractor training program.
- 5. 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.
- 6. Ensure that decisions are made in a timely manner.
- 7. Provide meeting rooms as needed.

- 8. Identify and provide access to Subject Matter Experts to assist with the elaboration of technical requirements.
- 9. Provide appropriate number of Cisco UCCE concurrent use licenses to meet workforce management plan.
- 10. Provide appropriate number of CRM per seat per month licenses to meet workforce management plan.
- 11. Provide technical support required to land MPLS circuit connectivity to Covered California Primary and Secondary data centers.
- 12. Provide appropriate technical resources to coordinate voice, data and cloud based systems.

## 3.8 Project Assumptions and Constraints

- The Contractor's work hours must be identical to Covered California's Service Center sites as described for Renewal/Open Enrollment periods and Non-Open Enrollment periods, unless other hours are otherwise requested by the Covered California Project Management Team.
- 2. In addition to the Renewal/Open Enrollment/Non-Open Enrollment hours of operation, and with advance notice, the Covered California 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 Covered California 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 Covered California Project Management Team reserves the right to renegotiate services deemed necessary to meet the needs of this project according to Covered California's priorities. The Covered California 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 Covered California Project Management Team's advance written approval, Covered California will reimburse the Contractor for its direct transportation costs. The Contractor shall provide the Covered California 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. Covered California 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 Covered California 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 Covered California for the vendor to make staffing changes.
- 8. Renewal Period: October 15, 2015 to November 1, 2015.
- 9. Open Enrollment Period: November 2, 2015 to January 31, 2016.

#### 3.9 Contract Amendment

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

#### 3.10 Payment and Invoicing

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

The Contractor may invoice Covered California only after the successful completion and acceptance of the deliverables. The Contractor may not invoice Covered California 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. Administrative Requirements
- 2. Understanding and Approach
- 3. Corporate Qualifications Summary

- 4. Staff Experience
  - a. Staff Resumes
- 5. Past Projects Completed
- 6. Assumptions
- 7. Updated Model Contract
  - a. Using the Exhibit A template (Attachment 2-B), include revised Exhibit A with updated Scope of Work
    - i. Understanding and Description of the Tasks to be Performed (Work Plan)
  - Costs: Include revised Exhibit B with Exhibit B, Attachment 1 Cost Worksheet
  - c. Include Exhibits C, D, and E with track changes to Terms and Conditions. Submission of these Exhibits without track changes implies an acceptance to those Terms and Conditions.

#### 4.1 Proprietary Information and Confidential Status of Responses

Any documentation submitted which has been marked "Proprietary" or "Trade Secrets" may not be accepted. Pursuant to Evidence Code Section 1040, Covered California will consider responses to this solicitation as "official information" acquired in confidence and will not disclose the information received as a public record, unless it is already available to the public, without receiving prior written permission from the Bidder.

#### 4.2 Administrative Requirements

Final Proposals will be assessed on a pass/fail basis to verify compliance with all Administrative Requirements.

- 4.2.1 All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP, and shall include the following <u>Administrative Requirements</u> in this order:
  - A cover letter signed by a person authorized to bind the company which also includes the company's certification number(s) for SB and/or DVBE (if applicable).
  - 2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
  - 3. Proof of Workers' Compensation Liability Insurance.
  - 4. A signed Payee Data Record form STD. 204
  - 5. A signed Federal Debarment Certification (Attachment 2).

6. A completed certification form showing, upon award of the contract, the Bidder agrees to provide a completed Title 10, California Code of Regulations, Chapter 12, Article 1, Statement of Economic Interests (Form 700) (Attachment 1-C). For more information, see the California Health Benefit Exchange Conflict of Interest Code: <a href="http://hbex.coveredca.com/resources/">http://hbex.coveredca.com/resources/</a>, and the Fair Political Practices Commission site: <a href="http://www.fppc.ca.gov/index.php?id=500/">http://www.fppc.ca.gov/index.php?id=500/</a>

#### 4.3 Technical Requirements

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

## 4.3.1 Understanding and Approach

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

#### 4.3.2 Corporate Qualifications Summary

Describe and provide examples of the company's overall organizational capability and resources as they relate to the general requirements set forth in this RFP's Scope of Work (SOW), including the following:

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

(no more than 4 pages)

## 4.3.3 Engagement Team Qualifications

Describe the qualifications of each of the members of the proposed engagement team. Identify the role that each member is expected to play and describe the experience, education, knowledge, and skills each member possesses as it relates to their proposed role.

Bidder must identify the key staff that will be the point of contact for Covered California and the percentage of time that staff will be dedicated. (no more than 4 pages).

#### 4.3.3.1 Resumes

Provide a resume of the relevant experience for each Contractor staff person proposed. For each experience citation provided 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.

# 4.3.4 Past Projects Completed

Describe in a narrative no more than five (5) projects your corporation has completed in the last two years that relate to the tasks listed in the SOW (no more than 4 pages).

# 4.3.5 Assumptions

Document any assumptions the Contractor is making about the SOW, the responsibilities of the Bidder and Covered California, and any other issues that are 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/SELECTION CRITERIA

## 5.1 Written Responses to this RFP will be evaluated in phases

Phase 1- Administrative Requirements. The Selection Team will review responses to the Administrative Requirements.

Phase 2 – Technical Requirements. Review of the understanding and approach, corporate qualifications, engagement team qualifications, resumes, and past projects completed.

#### **5.2** Evaluation Criteria

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

The table below lists the evaluation categories and the weights each will carry in the overall evaluation of each offer:

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

Preference Programs if applicable	Points
Small Business	15
DVBE Participation 5% or Over	15
DVBE Participation 4% to 4.99% inclusive	12
DVBE Participation 3% to 3.99% inclusive	9
DVBE Participation 2% to 2.99% inclusive	6
DVBE Participation 1% to 1.99% inclusive	3

The highest-rated response after the weighted evaluation criteria described above are applied shall be recommended for selection. If two or more of the highest-rated responses are evaluated as substantially equal after the weighted evaluation criteria described above are applied, then the lowest cost response shall be recommended for selection.

Covered California Evaluation Team will evaluate Bidder proposals in these areas:

- 1. Administrative Requirements
- 2. Understanding and Approach
- 3. Corporate Qualifications
- 4. Engagement Team Qualifications
- 5. Past Projects Completed

# 5.2.1.1 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 the Scope of Work, and the feasibility, efficiency, and expected effectiveness of the approaches offered by the Bidder to provide assistance to Covered California. Evaluators will assign scores based on information contained in the Bidder's Understanding and Approach Narrative. The Evaluation Team will consider, in descending order of importance:

- 1. Quality of the Bidder's approach to 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.

## 5.2.1.2 Corporate Qualifications

Covered California seeks a vendor with significant corporate capacity to respond to Covered California needs for the duration of the contract, to support a high degree of qualified staff continuity, and to provide a consistently high level of individual team member performance.

Corporate Description and Background: Scoring of this factor will be based on the Evaluation Team's assessment of corporate resources, capacity, and historical track record as they relate to the Scope of Work. Evaluators will assign scores based on the bidder's Corporate Qualifications narrative.

# 5.2.1.3 Engagement Team Qualifications

Covered California seeks a team of highly qualified, senior staff to provide high-level project management support services as depicted in the Scope of Work. The following sections describe the evaluation and scoring of staff qualifications.

1. Staff 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 Resumes and Staff Experience Summary Forms. The Evaluation Team will consider, in descending order of importance:

- a. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the individual 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.

# 5.2.1.4 Past Projects Completed

Scoring of this factor will be based on the Evaluation Team's assessment of the breadth, depth, and relevance to the Scope of Work requirements, as well as corporate resources and capacity as indicated by the characteristics projects previously completed. Evaluators will assign scores based on information contained in the Past Projects Completed narrative.

#### **5.2.2 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

#### 5.3 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:

<u>Lowest Total Cost Bid</u> X Total cost points available Bidder Total Cost

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	Calculation	Cost Points
	Cost		Awarded
Α	\$400,000	\$300,000 X 350	263
		\$400,000	
В	\$350,000	\$300,000 X 350	300
		\$350,000	
С	\$300,000	\$300,000 X 350	350
		\$300,000	

#### 6. PREFERENCE PROGRAMS

#### 6.1 Small Business (SB) Preference

This RFP does not require Bidders to meet the minimum SB participation percentage or goal. However, Bidders are encouraged to sub-contract with SBs.

 Small Business Preferences: Bidders 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 California Certified Small Businesses (CCSB). Certification must be obtained no later than 5:00 p.m. on the bid due date.

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, and et seq. The SB preference is for California-based Certified SB only.

To claim the CCSB preference, which may not exceed 5% for any bid, the Bidder must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and DVBE Services (OSDS) by 5:00 p.m. on the bid due date (see Section 1.2) and be verified by such office.

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

This RFP does not require Bidders to meet the minimum DVBE participation percentage or goal. However, a Bidder must complete and submit the Bidder Declaration – Attachment 4\_with its proposal package. Failure to complete and submit the required attachment as instructed may render the bid non-responsive. 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.

#### 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.

<u>CUF Definition</u> California Code of Regulations, Title 2, § 1896.61(I): 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 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.

## Attachments

Attachment 1: Proposal Checklist

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

certification

Attachment 3: FORM 700 Statement of Economic Interest Certification

Attachment 4: Bidder Instructions Attachment 5: Payee Data Record Attachment 6: DVBE Declaration Attachment 7: Bidder Declarations

# Model Contract

Standard 213

Exhibit A – Scope of Work

Exhibit B – Budget Provisions

Exhibit B – Attachment 1, Cost Worksheet

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions

Exhibit E – Attachment 1, Resumes