



# California Health Benefit Exchange

## California Health Benefit Exchange HBEX 12: Request for Offer

### County Based Service Center Addendum 1

**November 16, 2012**

## Table of Contents

1.	INTRODUCTION.....	3
1.1	Overview.....	3
1.2	Key Dates .....	3
1.3	Contact .....	4
1.4	County’s Questions.....	4
1.5	Submission of Final Offers.....	4
1.6	Format of Offers.....	5
1.7	Rejection of Offers.....	5
1.8	Errors in Final Offers.....	6
1.9	Protest .....	7
1.10	Disposition of Bids .....	7
1.11	Agreement Execution and Performance.....	7
2.	MINIMUM QUALIFICATIONS .....	8
2.1	Respondent’s Minimum Qualifications .....	8
3.	GENERAL STATEMENT AND PURPOSE OF WORK.....	8
3.1	Statement of Purpose .....	8
3.2	Reference Documents .....	9
3.3	Project Tasks .....	9
3.4	Contract Completion Criteria.....	12
3.5	County Roles and Responsibilities.....	12
3.6	The Exchange’s Roles and Responsibilities .....	13
3.7	Project Assumptions and Constraints .....	14
3.8	Contract Engagement Period.....	14
3.9	Performance Standards, Payment and Invoicing.....	14
4.	OFFER RESPONSE CONTENT.....	15
4.1	Proprietary Information .....	15
5.	FINAL OFFER REQUIREMENTS DETAIL .....	15
5.1	Administrative Requirements.....	15
5.2	Response Technical Requirements .....	16
6.	REVIEW OF FINAL OFFERS FOR AWARD/SELECTION CRITERIA.....	17
6.1	Written Responses to this RFO will be evaluated in three phases.....	17

6.2 Evaluation Criteria..... 18  
6.3 Cost Score ..... 20

## 1. INTRODUCTION

### 1.1 Overview

You are invited to review and respond to this Request for Offer (RFO). To submit an Offer 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), County Response Guidelines, and Attachment 2-D: Cost Worksheet. By submitting an offer, your County agrees to the terms and conditions stated in this RFO.

***This is a contract for a County Based Service Center for the Exchange.***

Read this document carefully. The Offer due date is November, 16, 2012 by noon. Responses to this RFO must be submitted to the California Health Benefit Exchange (Exchange) contact noted in Section 1.3 below.

### 1.2 Key Dates

Counties 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 Standard Time (PST).

#### KEY ACTION DATES

Release RFO Date:	October 29, 2012
Questions Due Date:	November 1, 2012 by noon
Response to Questions Due Date:	November 5, 2012 by 4PM
Offers Due Date:	<del>November 16</del> <u>December 7</u> , 2012 by noon
Notice of Intent to Award	<del>December 31</del> <u>January 4</u> , 2012
Estimated Term Dates:	February 1, 2013 through <del>January 31</del> <u>June 30, 2015, with three (3) one-year extension options</u>
County Board of Supervisors Approval Due Date:	<del>December 31, 2012</del> <u>January 31, 2013</u> by 5PM

### 1.3 Contact

Kelly Long  
California Health Benefit Exchange  
E-mail address: Kelly.Long@hbex.ca.gov

560 J Street, Suite 290  
Sacramento, CA 95814

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

### 1.4 County's Questions

Counties shall submit any questions regarding this RFO 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 in Section 1.3 will be accepted. Counties shall provide specific information to enable the state to identify and respond to their questions. When submitting inquiries, please reference this RFO number (HBEX12). At its discretion, the Exchange may contact an inquirer to seek clarification of any inquiry received. Counties that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO, shall submit an Offer at their own risk.

### 1.5 Submission of Final Offers

1. Preparation: Offers are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFO. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFO instructions, responsiveness to the RFO requirements, and completeness and clarity of content.
2. County's Cost: Costs for developing Offers are entirely the responsibility of the County and shall not be chargeable to the Exchange.
3. Completion of Offers: Offers must be complete in all respects as described in the requirements established within the RFO. A Final Offer 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 Offer must be rejected if any such defect or irregularity constitutes a material deviation from the RFO requirements. The Final Offer must contain all items required in the RFO.
4. False or Misleading Statements: Offers which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the County, may be rejected. If, in the opinion of the Exchange, such information was intended to mislead the Exchange in its

evaluation of the Offer, and the attribute, condition, or capability is a requirement of this RFO, it will be the basis for rejection of the Offer.

Issuance of this RFO in no way constitutes a commitment by the State of California to award an agreement. The Exchange reserves the right to reject any or all offers received if the Exchange determines that it is in the Exchange's best interest to do so. The Exchange may reject any offer that is conditional or incomplete. Assumptions made by the County in responding to this RFO do not obligate the Exchange in any way. Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFO will be assessed based on determining the "Best Value" and the selection, if made, will be to a single County. The SOW and the offer will be made a part of the resulting Agreement.

## 1.6 Format of Offers

This RFO requires County(s) to submit a final phase Offer that shall contain all required Administrative and Technical Attachments and Exhibits and submit in a sealed envelope/container when shipped to the Exchange by the dates and times shown in Section 1.2 Key Dates. The sealed package must be plainly marked with the (1) RFO number and title, and (2) County name and address, as shown in the following example:

**RFO HBEX12  
County Based Service Center  
Attention: Kelly Long  
California Health Benefit Exchange  
560 J Street, Suite 290  
Sacramento, CA 95814**

Hardcopy Offers shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in an Exchange-designated central repository and remain the sole property of the Exchange.

County shall submit a minimum of four (4) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope/Container. In the County's best interest, one (1) set should be titled as being the Master copy and the remaining three (3) as additional copies. County shall also provide a CD ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies.

**Bids not submitted under sealed cover will be rejected.**

## 1.7 Rejection of Offers

Deviations, whether or not intentional, may cause an Offer to be non-responsive and not considered for award. The Exchange may reject any or all Offers and may waive any immaterial deviation or defect in an Offer. The Exchange's waiver of any immaterial deviation or defect shall in no way modify the RFO documents or excuse the County

from full compliance with the RFO specifications if awarded a contract. **FINAL OFFERS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.2 KEY ACTION DATES OR NOT SEALED, WILL BE REJECTED.**

## 1.8 Errors in Final Offers

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

1. If the County's intent, as determined by the Exchange, is clearly established based on review of the complete Final Offer submittal, the Exchange may at its sole discretion correct an error based on that established intent.
2. The Exchange may at its sole discretion correct obvious clerical errors.
3. The Exchange may at its sole discretion correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Offer submittal, the Master Copy shall have priority over additional copies.
4. A County may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. County modifications offered in any other manner, oral or written, will not be considered.
5. A County may withdraw its bid by submitting a written withdrawal request to the Exchange, signed by the County or an authorized agent. A County may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
6. The Exchange may modify the RFO prior to the date fixed for submission of bids by the issuance of an addendum to all parties.
7. The Exchange reserves the right to reject any/all bids. The Exchange is not required to award an agreement.
8. Before submitting a response to this solicitation, County should review, correct all errors, and confirm compliance with the RFO requirements.
9. All Offers 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). Proposing Counties must submit as part of their response any exceptions to the Model Contract that they wish to negotiate. County exceptions must be documented in an attachment labeled "Offer Contract Exceptions." All Model Contract exceptions must be included in the County's Offer at the time of its submission. No additional exceptions may be presented during contract negotiations.

10. No oral understanding or agreement shall be binding on either party.

### 1.9 Protest

A protest may be submitted according to the procedures set forth below. If a County has submitted an Offer which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, according to Section 6.2 - Evaluation Criteria, and the proposer believes the Exchange has incorrectly selected another proposer for the award, the proposer may submit a protest of the selection as described below. Protests regarding selection of the “successful proposer” will be heard and resolved by the California Health Benefit Exchange’s Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, 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) calendar days after County selection. Protests must be mailed or delivered to:

<b>Mailing Address:</b>
California Health Benefit Exchange
Attn: Peter V. Lee, Executive Director
560 J Street, Suite 290
Sacramento, CA 95814

### 1.10 Disposition of Bids

Upon bid opening, all documents submitted in response to this RFO will become the property of the State of California, and subject to Government Code 100508, at the Exchange’s sole discretion, may be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

### 1.11 Agreement Execution and Performance

Performance shall start no later than the express date set forth in the RFO by the Exchange after all approvals have been obtained and the agreement is fully executed. Should the County fail to commence work at the agreed upon date and time, the Exchange, upon five (5) days written notice to the County, reserves the right to terminate the agreement. In addition, the County shall be liable to the Exchange for the difference between County’s bid price and the actual cost of performing work by the second lowest County or by another County.



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

## 2. MINIMUM QUALIFICATIONS

### 2.1 Respondent's Minimum Qualifications

The agency identified in the General Statement and Purpose of Work, Section 3, of this solicitation must have knowledge in the following areas:

1. Operating call centers. Offeror shall list length and type of experience operating a call center
2. Meet requirements outlined in the General Statement and Purpose of Work (Section 3), and in Exhibit A – Scope of Work
3. Demonstrate capacity to perform the work outlined in the Scope of Work (e.g., resources and facilities capacity, etc.)

## 3. GENERAL STATEMENT AND PURPOSE OF WORK

### 3.1 Statement of Purpose

The purpose of this Request for Offer (RFO) is to obtain the services of a County who can fulfill the tasks outline in Section 3. Scope of Work for a County service center to support the eligibility and enrollment functions of all Affordable Care Act related programs or unsubsidized enrollment in the California Health Benefit Exchange (Exchange). The County Service Center will be one of three Service Center's that will support the overall Exchange.

The Service Centers will support thirteen threshold languages, with a mix of English and English/Spanish speaking agents, and the use of third-party 'language line' services.

The thirteen threshold languages are:

English

Spanish

Vietnamese\*

Khmer (Cambodian)\*

Hmong\*

Armenian\*

Chinese\*

Korean\*

Russian\*

Farsi\*

Laotian\*

Tagalog\*

Arabic\*

\* These languages will be handled using a third-party 'language line' service.

These services will enable a county and state partnership to deliver coordinated and integrated services to meet consumers' needs. The statement of work is based on the following principles:

- Successfully implement the Affordable Care Act (ACA) in 2014.
- Support financial sustainability of the Exchange beginning in 2015.
- Seek to ensure that processes are as consumer-friendly as possible, including the ACA goals of: (1) "No Wrong Door;" (2) "first class user experience;" (3) "one-touch" and done, (4) seamless subsidized health care coverage, and (5) horizontal integration with human services.
- Create stronger accountability, transparency, and uniform rules with appropriate performance standards and payment processes for the eligibility, enrollment, and case management experience across all publicly subsidized and non-subsidized programs.
- Assure enrollment, renewal and case management processes are as simple as possible for Enrollees in the programs managed by the Health Benefit Exchange.
- Leverage State and County expertise and workforce.

Collectively, the scope of work that follows will support a broader effort to enhance the State/County partnership to deliver and strengthen health and social services.

Read this document carefully. The Final Offer due date is ~~November 16~~December 7, 2012 by noon. Responses to this RFO must be submitted to the Exchange contact noted in Section 1.3.

### 3.2 Reference Documents

For additional information about the California Health Benefit Exchange and previous solicitations, please visit: <http://www.healthexchange.ca.gov/Pages/Default.aspx>

### 3.3 Project Tasks

The following are general tasks for the purpose of County Offer development. The County is expected to include additional tasks (for example, start up tasks) required to deliver successful operation of a first class Exchange Service Center. The included tasks shall provide consistency in the consumer experience regardless of whether the call is handled by the Exchange or by the County.

Task 1: Utilize the California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS): The selected County shall provide customer service workers for phone eligibility enrollment service that shall utilize the CalHEERS system to determine eligibility. The use of the CalHEERS system shall be required to enable the customer service staff, provided by the County, to take a call from eligibility through plan enrollment with no additional real time data integration requirements. This will enable the "one touch and done" solution for all customers eligible for an exchange program.

Task 2: Staffing and Training Requirements:

- A. The County shall have a minimum of ninety (90) FTE equivalents of customer service (call center) staff with six (6) supervisors, one (1) dedicated Operations manager and one named individual as site director. The site director will have dotted line accountability to the Exchange service center management, and be the designated contact person at the County for the Exchange. The County may structure their staffing with more staff to meet the contracted frontline staffing FTE mix; but shall be paid based on the “dedicated” time of staff performing enrollment/eligibility work to serve customers who call in. This will allow for efficient operations with the management to supervisor to front line staff ratio that is already in place within County operations. As Exchange service center operations are refined, the Exchange will expect the County to be able to conform to the staffing ratios consistent with Exchange-operated facilities.
- B. The participating County shall commit three (3) full time dedicated (a) operations,
- C. (b) quality, and (c) training managers to the Exchange Service Center work. These dedicated managers at the County location shall be accountable for the site’s overall performance. These dedicated full time positions requested shall be paid by the Exchange’s Service Center.
- D. The Agreement County shall ~~require describe, in the Proposal, how it could a contingency staffing provision that shall include a commitment to~~ provide expanded staffing capacity upon request to support the Exchange’s Service Center. The Exchange shall not have any conflicts with the County hiring conditions if additional resources are required to meet the customer’s incoming volumes.
- E. The County shall agree that customer service agents must successfully pass the Exchange’s training curriculum, which will include a certification, before they would be able to take calls for the State Service Center customers. There shall be minimum training competency standards to deliver the quality productivity performance metrics and customer satisfaction. The Exchange shall ~~not~~ reimburse the County for the training costs for anyone who fails to meet the training requirements.

Task 3: Dedicated Queues and Next Available Agent Support:

- A. The County shall provide staff on the dedicated queues with next available agent to support the Affordable Care Act programs working on the CalHEERS desktop. When staff is logged into the dedicated Exchange queue they will work on Exchange Service Center work only. The Exchange’s Service Center will reimburse the County based on the actual automated call distribution (ACD) “productive time” (which includes all scheduled time for which staff are available to service incoming work) and avoid the requirement for any allocation estimates or time studies. This will allow for maximum scheduling efficiency with the next available agent.
- B. The County shall enable the customer service person to take a call from inquiry, eligibility through plan enrollment. The County shall adopt Exchange-developed transfer protocols to the appropriate counties for customers needing additional support for County programs.

Task 4: Formal Performance Management Program: The County shall commit to a formal performance management program that will measure the key performance metrics on a 30/60/90 day rolling plan. Performance will be tracked and measured on the individual, supervisor, manager and site on a weekly/monthly basis. This shall include, but not limited to: Average Handle Time, Schedule Adherence, Quality Adherence, and Customer Satisfaction. A balanced scorecard, provided by the Exchange, shall be

issued each month comparing all site locations that are participating in the Exchange's Service Center operations.

Task 5: Hours of Operations: During open enrollment these hours will be Monday-Saturday 8am-8pm, and non-open enrollment will be Monday-Friday 8am-6pm and Saturday 8am-5pm. ~~The Exchange's Service Center must have the ability to support a second (2<sup>nd</sup>) shift for operations during open enrollment, if required. Second shift would be from 4pm-12am.~~The County shall be responsible for any local work rules changes required to meet these operations no later than ~~February-March~~ 2013.

Task 6: Developing Training Materials: The Exchange's Service Center staff shall provide the development of the training materials, quality assurance programs, and knowledgebase tools. These items shall be developed by working collaboratively with the County-dedicated staff, and shall be incorporated into the training programs and ongoing operational support. Content expert(s) from the selected County shall be actively engaged in the launch and development of the training materials. This may require travel for the dedicated staff during the launch program. All travel costs shall be paid by the Exchange's Service Center.

Task 7: Access: The County shall allow access to on-site operations by Exchange Service Center staff or approved consultants for scheduled and unscheduled visits.

Task 8: Exchange Service Center Ramp-Up: The County shall meet the Exchange's Service Center ramp-up and timelines for the July 1, 2013 pilot program requirement and the October 1, 2013 formal go live. Major milestones shall include:

- A. County Board of Supervisors approval of the contract by ~~December 31, 2012~~January 31, 2013
- B. Availability of key resources, both technical and Subject Matter Expert (SMEs) to participate in the coordination of deployment and content development by ~~January 2013~~contract effective date
- C. Dedicated County leadership staff hired and on board full time ~~effective January 1, 2013~~no later than thirty days of contract effective date.
- D. Service Center hiring and recruitment per Exchange-developed ramp-up schedules of new hires.
- E. Leadership staff hired and trained by April 2013 and frontline staff hired and trained ~~by June 2013~~per Exchange-developed ramp-up schedule.
- F. Successful integration of state technology and completion of User Acceptance Testing by May 2013.
- G. County Service Center Staff fully engaged in pilot by July 2013.
- H. County Service Center Staff engaged with Go Live October 2013.
- I. Leadership available to participate in "post pilot" and "post go live" process improvements to refine operational processes.

Task 9: Facility: The County shall provide the required facility(ies) to perform required work including any facilities and resources for training. The County shall include space for two (2) Exchange-provided desktop/technology support staff to be located in the County Service Center.

Task 10: Start-Up: The County shall perform the necessary work to start-up the County Call Center, including but not limited to facilities, furniture, hiring, et al. The Exchange

shall provide the County Call Center with and install desktop hardware and software and telephony to the point of presence.

The Exchange's Service Center must be fully operational by July 2013 for the pilot and formal Go Live on October 1, 2013, and the County shall be responsible for meeting these milestones.

### 3.4 Contract Completion Criteria

This contract will be considered complete when the Exchange Project Manager has approved and accepted all assigned services.

### 3.5 County Roles and Responsibilities

The County is expected to:

1. Designate a single person as the 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 and County staffing issues, and shall have dotted line accountability to the Exchange Service Center management.
2. The County will make its best efforts to maintain staff continuity throughout the life of the project, and adhere to Exchange workforce management and schedules.
3. Maintain staffing ratios that are consistent with Exchange-operated facilities.
4. Utilize the CalHEERS and Exchange Service Center systems (desktop.)
5. Commit three (3) full time managers to the Exchange Service Center work.
6. Send customer service staff through Exchange certification training.
7. Commit to a formal performance management program.
8. Provide the hours of operation outlined in Task 5 of this Scope of Work.
9. Allow access to on-site operations by the Exchange Service Center staff or approved consultants for scheduled and unscheduled visits.
10. Perform tasks listed in Exhibit A, Scope of Work and in Section 3 of this RFO.

### 3.6 The Exchange's Roles and Responsibilities

The Exchange will:

1. Designate the Exchange contact person (Project Manager) to whom all County communications may be addressed and who has the authority to act on all aspects of the services. This person will review the agreement and associated documents with the County Representative to ensure understanding of the responsibilities of both parties.
2. Ensure that decisions are made in a timely manner.
3. Provide and manage all the technologies required to deliver multi-channel and customer service tools on the desktop. The costs to provide the technology will be paid by the Exchange's Service Center.
4. Reimburse the County based on actual time logged into the dedicated Exchange ACD queue at an hourly fixed rate that is comparable to state rates. State rates will include the cost of activities when staff are logged on to auxiliary tasks, such as training, team meetings, quality reviews, and other items as outlined in the Scope of Work. The logged time on the Exchange ACD queue shall cover talk time, after call work, and any idle time between calls required to achieve the service levels.
5. Provide a Command Center that manages all workforce management forecasting, schedules, and monitoring down the site-specific location. The County Based site will commit liaison resources to work with the centralized command center operations.
6. Provide certification training curriculum for County customer service staff. The Exchange shall provide the development of the training materials, quality assurance programs, and knowledgebase tools.
7. Provide a balanced scorecard each month to measure the key performance of the County's service center.
8. All travel costs incurred by the County during launch shall be reimbursed by the Exchange's Service Center according to State Travel Reimbursement guidelines and policies. [State Travel Reimbursement guidelines can be reviewed at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx)
9. The Exchange shall reimburse the County for dedicated staffing on a 'per-position' fixed rate that is based on comparable state rates. Only positions actually filled shall be reimbursed.
10. The Exchange shall reimburse the County for actual, reasonable and approved start-up costs. County shall provide line-item detail and business justification for all start-up costs both in their offer, and in subsequent invoices to the Exchange.

### 3.7 Project Assumptions and Constraints

1. The County's work hours must be consistent with the Exchange's Service Center hours of operation. The Exchange's normal business hours are 8:00 AM to 8:00 PM PST, Monday through Saturday (Enrollment Period), except for standard holidays. 8:00 AM to 6:00 PM (Non-Enrollment Period), except for standard holidays.
2. Any modifications to tasks within the SOW of this contract will be defined, documented, and mutually agreed upon by the County and the Exchange's Project Manager prior to starting work on the modified task. Amendments to the contract for tasks within the SOW are limited to an extension of time or tasks directly related to solicitation management as outlined in this SOW.
3. The Exchange's Project Manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to the Exchange's priorities. The Exchange and the County must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
4. The work schedule will be determined by the Exchange.
5. The Exchange and the County 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 the Exchange's Project Manager and the County's engagement manager, respectively, within 48 hours of becoming aware of the problem.

### 3.8 Contract Engagement Period

The term of this contract is February 1, 2013, through ~~January 31~~June 30, 2015, with three (3) optional one-year extensions.

### 3.9 Performance Standards, Payment and Invoicing

Payment to County is contingent upon the Exchange's receiving funding from the Federal government. The Exchange shall bear no liability or responsibility for payment to County, even for services provided and delivered, in the event payment to the Exchange from the Federal government is delayed, suspended, or terminated. In accordance with Exhibit E of the model contract, County will receive payment for services at its hourly rate in the event it is unable to meet performance standards as a result of events beyond its reasonable control, including if the technology system provided by the Exchange is inoperable through no fault of County.

~~Payment to the County will also be contingent upon meeting the performance standards or service level agreements (SLAs) listed in Exhibit F—Performance Standards.~~

~~Failure to meet the service levels will result in, at the Exchange' sole discretion, application of penalties allowable under statute and/or other remedies specified in the contract.~~

Refer to Exhibits B, E and ~~Exhibit~~-F for additional information.

#### 4. OFFER RESPONSE CONTENT

Final Offer 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. Costs
4. County Qualifications
5. Understanding and Description of the Tasks to be Performed (Work Plan)

##### 4.1 Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” may not be accepted. All documents submitted in response to this RFO 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 the Exchange and entities with which the Exchange is considering a contract. Included within the exemption are score sheets and Offers submitted by Counties for purposes of competing for a contract. The Exchange may, at its discretion, waive this exemption.

#### 5. FINAL OFFER REQUIREMENTS DETAIL

Final Offers must contain all information required in this RFO and must conform to the format described.

##### 5.1 Administrative Requirements

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

##### ***5.1.1 All Final Offers must be submitted within the timelines specified in Section 1.2 of this RFO.***



**5.1.2 One (1) hard copy marked “Master” and three (3) additional hard copies, shall include the following in this order:**

1. A cover letter signed by a person authorized to bind the County to the Exchange.
2. A signed Federal Debarment Certification (Attachment 1-B).
3. A completed certification form showing, upon award of contract, the County/County agrees to provide an Acceptable Use Security Policy Acknowledgement Form (Attachment 1-E).

**5.2 Response Technical Requirements**

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

**5.2.1 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 a draft solicitation document within the time period allocated for that task. Provide a table showing hours per week by person covering the contract term of February 1, 2013 through ~~January 31~~ June 30, 2015. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response (no more than fifteen pages).

**5.2.2 Costs**

Provide costs by fiscal year in a table consistent with the ones shown in Attachments 2-D and 2-E. Provide the initial start-up costs.

1. The Summary Cost Worksheet has been provided as a Microsoft Word Document. The County shall complete the Worksheet using the provided template.
- 1.2. The Cost Build Up Worksheet has been provided as a Microsoft Excel Document. The County shall complete the worksheet for each fiscal year and for start-up costs using the provided template. The Cost Build Up Worksheet provides the detail to support the Summary Cost Worksheet.

**5.2.3 County Qualifications**

Describe and provide examples of the County's overall organizational capability and resources as they relate to the general requirements set forth in this RFO's Scope of Work (SOW), including the following (no more than fifteen pages):

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 services.
4. Evidence of the County's experience performing the services outlined in this solicitation, including the total number of years the County has been providing the services outlined in the SOW.

#### **5.2.4 Understanding and Description of the Tasks to be Performed (Work Plan)**

Include a description of your understanding of the SOW. Emphasize your understanding of the Exchange's objectives and the major activities that must be performed to complete the work. Describe the activities you will perform to complete the required work. Provide a high-level work plan for this effort. The work plan must identify major activities, estimated start and end dates, and milestones. The response must include any additional information that the County deems necessary to explain how the County intends to meet the Exchange's requirements. Include the following as appropriate (maximum of 15 pages, including charts, tables, and graphs):

1. Overview of the required tasks and outcomes.
2. Description of how the tasks will be performed.
3. Work plan for each task.

#### **5.2.5 Assumptions**

Document any assumptions the County is making about the SOW, the responsibilities of the County and the Exchange, and any other issues that are relevant to the County's Offer and ability to do the work for the proposed cost. (Maximum of five pages)

## **6. REVIEW OF FINAL OFFERS FOR AWARD/SELECTION CRITERIA**

### **6.1 Written Responses to this RFO will be evaluated in three 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, County qualifications, and work plan. This review will cover three areas:

1. Understanding of the required work and commitment of adequate resources to meet the deadlines
2. County's experience delivering call center services
3. County's strategy to establishing and operating the call center

4. Obtaining final Board of Supervisors approval

## 6.2 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 in operating a call center. Experience in the requirements for Affordable Insurance Exchanges as set forth in federal law, guidance, and proposed regulation is required.

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

<b>Criteria</b>	<b>Points</b>
Administrative Requirements	100
Understanding and Approach	100
County Qualifications	100
Work Plan	100
Cost	100
<b>Totals</b>	<b>500</b>

The response that is most highly rated after applying the weighted evaluation criteria described above shall be recommended for selection. If two or more of the highest rated responses are evaluated as substantially equal after applying the weighted evaluation criteria described above, then the lowest cost response from among the substantially equal responses shall be recommended for selection.

### 6.2.1 Evaluation of Understanding and Approach, County Qualifications, and Work Plan

The Exchange Evaluation Team will evaluate County Offers in the three areas of requirements:

1. Understanding and Approach
2. County Qualifications
3. Work Plan

#### 6.2.1.1 Understanding and Approach

Scoring of this factor shall be based upon the Evaluation Team's assessment of the County's understanding of and insight into the challenges, issues, and risks faced by the Exchange in managing the County Based Service Center, and the feasibility, efficiency, and expected effectiveness of the approaches offered by the County to provide

assistance to the Exchange. Evaluators will assign scores based upon information contained in the County’s Understanding and Approach Narrative. The Evaluation Team will consider, in descending order of importance:

1. Quality of the County’s approach to addressing the County Based Service Center scope of responsibilities and activities, including how the County will provide the flexibility to address issues as they arise, while maintaining a high level of quality in the County Based Service Center approach;
2. Quality of the County’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 large, complex government solicitation projects in general, and projects such as County Based Service Center

Scores will be assigned in accordance with the rating scale shown below, Understanding and Approach Scoring Key.

**Understanding and Approach Scoring Key**

<b>RATING</b>	<b>EVALUATION TEAM ASSESSMENTS</b>	<b>POINTS</b>
Outstanding	Understanding and approach clearly demonstrates unusual insight and/or creativity.	100
Acceptable	No reservations or minimal reservations about County’s understanding and approach.	75
Marginal	Material reservations about County’s understanding and approach.	45
Unacceptable	Understanding of the project and client needs clearly deficient.	0

**6.2.1.2 County Qualifications**

The Exchange seeks a County with significant corporate capacity to respond to Exchange needs during the entire duration of the contract, support a high degree of qualified staff continuity, and a consistently high level of performance.

Scoring of this factor will be based upon the Evaluation Team’s assessment of corporate resources, capacity, and historical track record as they relate to the County Based Service Center. Evaluators will assign scores based upon the County’s Qualifications narrative. Scores will be assigned in accordance with the rating scale shown below, County Qualifications Scoring Key.

**County Qualifications Scoring Key**

<b>RATING</b>	<b>EVALUATION TEAM ASSESSMENTS</b>	<b>POINTS</b>
Outstanding	High degree of confidence in County capabilities and resources.	100
Acceptable	No reservations or minimal reservations about County capabilities and resources.	75

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Marginal	Material reservations about County capabilities and resources.	45
Unacceptable	County capabilities and resources clearly inadequate.	0

### 6.2.1.3 Work Plan

The Exchange seeks a County with that can develop an efficient work plan to respond to Exchange needs during the entire duration of the contract, support a high degree of qualified staff continuity, and a consistently high level of performance.

Scoring of this factor will be based upon the Evaluation Team's assessment of the work plan developed by the County for the final offer. Scores will be assigned in accordance with the rating scale shown below, Work Plan Scoring Key.

#### Work Plan Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Work plan clearly demonstrates unusual insight and/or creativity.	100
Acceptable	No reservations or minimal reservations about County's work plan.	75
Marginal	Material reservations about County's work plan.	45
Unacceptable	Work plan for the project and client needs clearly deficient.	0

### 6.3 Cost Score

The Offeror shall provide Costing Information as Follows:

- Hourly Rate by fiscal year for Customer Service Agent time logged into the dedicated Exchange queue. The hourly rate shall include the proportionate, distributed cost of a supervisor. The Offeror shall include the cost components used to develop the rate, such as overhead, ~~ongoing facility costs~~benefits, cost of living increases, etc.
- ~~Hourly Rate for Supervisor time logged into the dedicated Exchange queue. The Offeror shall include the cost components used to develop the rate, such as overhead, ongoing facility costs, etc.~~
- Monthly rate(s) by fiscal year for Operations, Quality, and Training manager positions. The Offeror shall include the cost components used to develop the rate, such as overhead, ~~ongoing facility costs~~benefits, cost of living increases, etc.

4. Estimated start-up costs, including travel. The Offeror shall include a line item description for each start-up cost, a justification for the line item, number of units and estimated cost.
- 4.5. Estimated monthly facility costs. The Offeror shall include line item description of the estimated monthly facility costs, number of units and extended cost by fiscal year.

Cost (100 points)

Each County cost score will be calculated based on the ratio of the lowest cost Offer to the County cost, multiplied by the maximum number of cost points available (100), as shown in the calculation below:

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

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*

County	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 100$	75
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 100$	86
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 100$	100

Attachment 1

1-A: Offer Checklist

1-B: Federal debarment, suspension, ineligibility and voluntary exclusion – certification

1-E: Bidder Instructions

1-F: Payee Data Record

## Attachment 2

2-A: Standard 213

2-B: Exhibit A – Scope of Work

2-C: Exhibit B – Budget Detail Payment Provisions

2-D: Exhibit B – Attachment 1, Cost Worksheet

2-E: Exhibit B – Attachment 2, CA-HBEX Cost Build-Up Worksheets

2-F: Exhibit D – Special Terms and Conditions

2-G: Exhibit E – Additional Provisions

2-H: Exhibit F – Performance Standards and Liquidated Damages

2-I: Exhibit G – Business Associate Agreement