



# Solicitation# Doc 183239 DHS Customer Support Center

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## *Assister Representative*

The District of Columbia's Department of Human Services (DHS), is issuing this Request for Proposals (RFP) to solicit proposals from qualified individuals as Qualified Assisters to handle Converted MAGI Renewals. DHS Customer Support Center (CSC) will be a full service call center, providing the District of Columbia with a robust capability to provide consumers with the over the phone and web based services for Medicaid renewals, enrollment, and related assistance using the District of Columbia Assess System (DCAS).

*11/6/2014*

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**B.1 PURPOSE OF SOLICITATION**

**B.1.1** The DC Department of Human Services (DHS) is seeking a contractor to staff, train customer service representatives, and operate a contact center supporting individuals who are re-enrolling in and paying for health insurance through the DC Access System (DCAS) in accordance with the requirements as stated in Section C of this Solicitation.

**B.2 CONTRACT TYPE**

**B.2.1** This solicitation will result in a Firm Fixed Price Contract pursuant to the requirements in 27 DCMR §2402.

**B.3 PRICE SCHEDULE**

**B.3.1** The deliverable based estimate table provided below shall be completed as part of this response. Deliverable details are outlined in this Solicitation.

**BASE PERIOD (Date of Award through May 30, 2015)**

<b>Contract Line</b> <b>Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>0001- 0002</b>		
<b>0001</b>	<b>Customer Service Representatives (30)</b>	\$ _____
<b>0002</b>	<b>Customer Service Representative - Supervisor (2)</b>	\$ _____
<b>Total</b>		\$ _____

**OPTION YEAR 1 (June 1, 2015 through May 30, 2016)**

Contract Line  Item No. (CLIN)  1001- 1002	Item Description	Total Price
1001	Customer Service Representatives (30)	\$ _____
1002	Customer Service Representative - Supervisor (2)	\$ _____
Total		\$ _____

**B.4 PRICE PROPOSAL**

Provide a detailed price proposal. For the Assister Representatives (ARs) CLIN and the Assister Representative Supervisors (ARSs) CLIN of the Contract, Offerors should tie their price breakout to specifics that will be listed in the work plan and timeline. If the Offeror is chosen, the Contract may reference payment for these specific line items.

Provide one copy of their price proposal in a separately sealed envelope clearly marked on the outside “Price Proposal” along with the Offeror’s name. The Offeror must propose a fixed price contract. As an option, the Offeror may also provide a flexible price contract with a maximum ceiling price that Contractor will not exceed. You must include back up information and cost information for your price proposal the includes at least the following:

- If applicable, hourly rates for all individuals that Offeror proposes to provide services to DHS.
- The number of hours the Offeror expects each individual will work, per month or per milestone, providing services to DHS.

**B.5** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals

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Caption: DHS Customer Support Center

responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

DRAFT

C.1 **BACKGROUND**  
 C.1.1 **LEGISLATION**

On March 23, 2010, President Barack Obama signed the Affordable Care Act (ACA) into law, which puts into place comprehensive health insurance reforms that will hold insurance companies more accountable, lower health care costs, guarantee more health care choices, and enhance the quality of health care for all Americans.

The expansion of DHS Customer Support Center (DHS CSC) is required to meet a new method of Medicaid renewal and enrollment defined by the ACA. District of Columbia is initiating the Passive Converted MAGI renewal process required as part of the ACA. Under this requirement existing Medicaid recipients that are receiving benefits because they meet income requirements of the program must be able to passively renew their Medicaid. In the District, it is estimated that around 100,000 clients qualify for passive renewal.

To meet the potential demand for assistance in the DHS CSC , the District is intending to utilize community based individuals and organizations that received training in 2013 by the DC Health Benefit Exchange DHS (HBX) in ACA policies and DC Access System software application.

Acknowledging that the DHS Customer Support Center is a new function for the Government of the District of Columbia, serving a new program that operates under the new federal ACA law related to health insurance coverage, it is not possible to make a confident projection about contact volume. However, with this caveat, the following table provides an initial projected call volume that DHS has developed.

The maximum number of clients that may call the DHS Customer Support Center is shown in the table below:

Total  
Client

January	N/A
February	N/A
March	N/A
April	N/A
May	N/A
June	N/A
July	N/A
August	N/A
September	N/A
October	N/A

November	N/A
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## **C.2 SCOPE**

The District of Columbia's Department of Human Services (DHS), is issuing this Request for Proposals (RFP) to solicit proposals from qualified individuals as Assisters to handle Converted MAGI Renewals. DHS Customer Support Center (CSC) will be a full service call center, providing the District of Columbia with a robust capability to provide consumers with the over the phone and web based services for Medicaid renewals, enrollment, and related assistance using the District of Columbia Assess System (DCAS).

The scope of this solicitation is to acquire an Offeror for services for taking calls from customers looking to renew their Medicaid benefits and/or enroll in the program in the late fall of 2014. The District is looking for organizations and/or individuals who had received Assister grants from the Health Benefit Exchange Authority to support the open enrollment period in 2013 and 2014.

The Contractor's staff will be trained by DHS through internal and/or contracted resources to refresh policy knowledge, Medicaid renewal processes and general call taking practices.

The staff identified will be deployed at DHS specified facility at 2100 Martin Luther King Ave, SE.

### **C.2.1 District Agencies Involved**

**C.2.2.1** The **Department of Health Care Finance** (DHCF – formerly the Medical Assistance Administration under the Department of Health), was established on February 27, 2008 under the Department of Health Care Finance Act of 2007. DHCF is the District of Columbia's Medicaid agency and has legal DHS to administer the District of Columbia's state-wide Medicaid program. It provides health care services to low-income children, adults, the elderly and persons with disabilities. Over 200,000 District of Columbia residents (nearly one third of the total population) receive health care services administered by DHCF.

**C.2.2.2** The **Department of Human Services** (DHS), under an agreement with DHCF, is responsible for processing and making eligibility determinations for Medicaid, as well as other health and human services benefit programs.

### **C.2.3 PROJECT GOVERNANCE**

**C.2.3.1** DHS will oversee the operations of the Customer Support Center.

**C.2.3.2** DHS CONTACT CENTER VISION

The vision of DHS Customer Support Center is to provide high quality customer service through telephone, web, email, postal mail, and fax channels for customer service to DHS consumers, including individual and Medicaid populations and employees in small businesses. Beginning in Fall 2014, the CSC will facilitate seamless access to renewal of health care benefits to all residents of the District of Columbia, regardless of income.

**The objectives of the DHS CSC include:**

**C.2.3.3**

- Offering District of Columbia residents multiple channels of communication to access Medicaid benefits;
- Assisting and resolving issues related to applications and eligibility determination for Medicaid;
- Accepting telephone applications for MAGI-based Medicaid;
- Addressing complaints;
- Taking requests for eligibility appeals and transmitting them to the Office of Administrative Hearings and the DHS Office of Administrative Review and Appeals;
- Taking requests for individual insurance appeals and transmitting them to the Office of Health Care Ombudsman and Bill of Rights and DISB;
- Supporting applicants with technical issues associated with the DC Access System (DCAS) web portal;
- Integrating both current and new consumer Customer Support Center operational and technical infrastructures; and
- Performing customer service quality surveys and meeting high customer satisfaction ranking.
- Hot-transferring calls related to non-Medicaid health insurance to the DC Health Link (DCHL) Customer Support Center..

**C.3** **DEFINITIONS**

**C.3.1** **2100 MLK** - 2100 Martin Luther King Ave, SE, Washington, DC 20020

**C.3.2** **Automated Client Eligibility Determination System (ACEDS)** is the U.S. Department of Health and Human Service program information technology system used for determining eligibility.

**C.3.3** **Affordable Care Act (ACA)** is the comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 (Public Law 111-148) and was amended by the Health Care and

Education Reconciliation Act on March 30, 2010 (Public Law 111-152). The name “Affordable Care Act” is used to refer to the final, amended version of both laws.

- C.3.4 Assister Representatives (ARs)** are individuals who provide services to the public by assisting with the eligibility determination and/or enrollment into QHPs, on a non-
- C.3.5 Benefits** are the health care items or services covered under a health insurance plan. Covered benefits and excluded services are defined in the health insurance plan's coverage documents. In Medicaid or the Children's Health Insurance Program (CHIP), covered benefits and excluded services are defined in state program rules.
- C.3.6 Brokers** are individuals and businesses who are licensed to sell health insurance to residents and small businesses in the District of Columbia.
- C.3.7 Center of Consumer Information and Insurance Oversight (CCIIO)** is the office within the U.S. Department of Health and Human Services dedicated to helping the Department implement many of the provisions of the ACA that address private health insurance including ensuring compliance with the new insurance market rules, such as the prohibition on rescissions and on pre-existing condition exclusions for children that take effect this year. CCIIO will oversee the new medical loss ratio rules and will assist states in reviewing insurance rates. It will provide guidance and oversight for the state-based insurance exchanges. It will also administer the temporary high-risk pool program and the early retiree reinsurance program, and compile and maintain data for an internet portal providing information on insurance options.
- C.3.8 Children's Health Insurance Program (CHIP)** The Children's Health Insurance Program is jointly financed by the federal and state governments and is administered by the States. Within broad federal guidelines, each State determines the design of its program, eligibility groups, benefit packages, payment levels for coverage, and administrative and operating procedures. CHIP provides a capped amount of funds to States on a matching basis. Federal payments under title XXI to States are based on State expenditures under approved plans effective on or after October 1, 1997.

- C.3.9 Department of Health Care Finance (DHCF)** is the District of Columbia agency responsible for administering publicly-financed medical assistance benefits, including Medicaid services under Title XIX, the Children's Health Insurance Program, the Immigrant Children's Health Program, and the DC HealthCare Alliance.
- C.3.10 Department of Human Services (DHS)** is the District of Columbia agency responsible for eligibility determination for a number of public benefit programs, including Medicaid, the DC Healthcare Alliance, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Subsidy, Burial Assistance, Emergency Rental Assistance, Interim Disability Assistance, Refugee Cash Assistance, Homeless Services, Adult Protective Services, Teen Parenting Program, Strong Families, and other programs focused on case management.
- C.3.11 Department of Insurance, Securities and Banking (DISB)** is the District of Columbia agency responsible for regulating financial-service businesses in the District of Columbia by administering DC's insurance, securities and banking laws, rules and regulations.
- C.3.12 District of Columbia Access System (DCAS)** is the information technology (IT) component of the Exchange. DCAS will provide all the HBX integrated systems services including the web site on which people shop for insurance.
- C.3.13 DC-NET** provides managed voice, data, and video wire-based and wireless services to all government constituents city-wide over a secure, highly redundant, and high capacity fiber optic telecommunications platform. This standards-based platform lays the foundation for all government and public safety communications throughout the District and will provide the ACD, IVR and other technology services for the ECC. DC-Net is a program managed by the Office of the Chief Technology Officer (OCTO).
- C.3.14 Medicaid** is a state-administered health insurance program for low-income families and children, pregnant women, the elderly, people with disabilities, and in some states, other adults. The federal government provides a portion of the funding for Medicaid and sets guidelines for the program. States also have choices in how they design their program, so Medicaid varies state by state and may have a different name in other state.
- C.3.15 Office of Chief Technology Officer (OCTO)** - refers to the District central information technology agency that defines policies, maintains all District private wide area network and telecommunication as well

as data centers.

**C.3.16 Office of Health Care Ombudsman and Bill of Rights (Ombudsman)** - The Health Care Ombudsman Program was established by the Council of the District of Columbia to provide assistance to uninsured consumers regarding matters pertaining to their health care coverage. The mission of the Ombudsman is to ensure the safety and well-being of District of Columbia consumers through advocacy, education and community outreach.

**C.3.17 Qualified Health Plan (QHP)** Under the Affordable Care Act, starting in 2014, an insurance plan that is certified by an Exchange, provides essential health benefits, follows established limits on cost-sharing (like deductibles, copayments, and out-of-pocket maximum amounts), and meets other requirements. A qualified health plan will have a certification by each Exchange in which it is sold.

**C.3.18 U.S. Department of Health and Human Services (HHS)** is the United States federal department that administers all federal programs dealing with health and welfare, including Medicaid and Health Insurance Exchanges.

## **C.4 OPERATIONAL REQUIREMENTS**

### **C.4.1 Operational Overview**

**C.4.1.1** This section describes the operational requirements for the start-up and operations of the Customer Support Center, which include the following: The DHS CSC shall be available to receive and respond to inquiries from 8:00 a.m. to 5:30 p.m.

**C.4.1.1.2** The DHS CSC shall comply with all requirements of the ACA and its related regulations.

**C.4.1.1.3** The DHS CSC shall provide high-quality customer service, focusing on the accuracy of information provided, the completeness of information, overall knowledge of programs and services, adherence to privacy laws, and overall professional customer service.

**C.4.1.1.4** The DHS CSC shall ensure low queue times and rare disruptions in services. The DHS CSC shall maintain effective and efficient operations, such as high CSR occupancy rates, low average handle times (“AHT”), high customer satisfaction, and prompt turnaround times for all contact channels

**C.4.1.1.5** The DHS CSC shall maintain a highly qualified workforce and ensure low

turnover rates through best-in-class content, training, and quality assurance programs.

- C.4.1.1.6 The DHS CSC shall support integrated routing of all contact channel inquiries, in conjunction with the DC-Net provided IVR and ACD facilities.
- C.4.1.1.7 Contractors shall provide services for all contact channels in English. Contractor shall use real-time telephone interpreters provided by the District on the city's Language Line, for other languages as required by federal and state law. The primary other languages for the District are Spanish and Amharic. The Contractor shall use the District's translation contractor for translating written correspondence and materials as appropriate.
- C.4.1.1.8 Contractor shall maintain communication with DHS designated personnel and contractors to ensure that DHS maintains a high level of visibility into all operations.
- C.4.1.1.9 Contractor shall be proactive when notifying the Assister of any developing situation that may impact operations, service to callers, or any other contractual issue.
- C.4.1.1.10 Contractor shall advise DHS, in advance whenever possible, of any indication that a potential problem may be developing. In the case of a known impending problem, Contractor shall be forthcoming with the DHS to address the risks and to identify mitigation strategies.

#### **C.4.2 *Inquiry Types***

C.4.2.1 Contractor shall respond through all contact channels and perform activities related to all aspects of the Assister and MAGI-based Medicaid as outlined in the ACA and related regulations and guidance of federal agencies, including but in no way limited to the following topics:

- C.4.2.1.1 Individuals:
- o Basic informational requests including general requests for information about Medicaid, low income assistance;
  - o MAGI Medicaid eligibility
  - o Referrals/transfers to Medicaid for general inquiries;
  - o Referrals/transfers to Brokers and Assisters; o Appeals information;
  - o Complaints;
  - o Manual changes to enrollment and to group enrollment status;
  - o Questions about enrollment, renewals, and dis-enrollments;
  - o Appeals information;

C.4.2.1.2 All Public Inquirers

- o General information
- o Referral to outside agencies
- o Technical assistance for using the DCAS website, web browser settings, operating system requirements

**C.4.3** *Assister Representatives (ARs)*

C.4.3.1 Contractor shall ensure that ARs have the skills and experience necessary to meet the job requirements. Contractor shall engage ARs who:

- Have excellent verbal and vocal skills (proper grammar, tone, volume, rate, sentence structure, use of positive language, and transitions)
- Have received ACA policy training by the HBX and or contractors
- Have supported the ACA enrollment process in 2013 and/or 2014
- Preference for resident of the District of Columbia
- Have exceptional listening, questioning, and call control techniques and have exceptional writing skills and technical acumen.
- Have strong computer and technical skills.
- Have experience with the Internet and various web browsers.
- Can answer phones professionally and respond to telephone inquiries using available resources.
- Have the ability to compose professional correspondence without requiring additional training.
- Can identify and appropriately escalate priority issues and route inquiries to appropriate resources.
- Have the ability to accurately and efficiently process information and tasks.
- Have the ability to handle challenging telephone and customer service situations.
- Have cultural and age sensitivity in order to effectively handle the needs of customers.

C.4.3.2 Contractor shall ensure that all ARs are cross-trained to handle written, verbal, and online inquiries.

**C.4.4** *Contact Channels*

**C.4.4.1** *Telephone and TDD/TTY Inquiries*

C.4.4.1.1 The District of Columbia, through DC government services available to all agencies, shall provide a toll-free phone number that is available 24 hours a day, seven days a week. During standard hours, ARs will answer all inbound calls and provide complete responses to all inquiries. During this

time period ARs will also answer all inquiries initiated by Text Telephone (“TTY”), also known as Telecommunications Device for the

- C.4.4.1.2 If required, Contractor shall make outbound calls to support customer service needs. This may include times when call wait times exceed acceptable customer service standards or times when an outbound call may deflect multiple future inbound calls. If necessary, Contractor shall recommend when outbound calls are needed.

**C.4.5 *Written Letters and Fax***

- C.4.5.1 DHS will provide mailing facilities that can receive and send written correspondence and a dedicated phone line and fax equipment to send and receive faxes at the 2100MLK facility. Contractor will be responsible for handling written correspondence.
- C.4.5.2 Contractor shall provide responses to all written letters and faxes, and shall ensure the accuracy, grammar, punctuation, appearance, readability and completeness of the responses.
- C.4.5.3 Contractor shall respond to written correspondence in the most appropriate contact channel—e.g., phone, letter, fax, email, etc.—depending on the nature of the inquiry.
- C.4.5.4 Contractor shall provide a DHS-approved undeliverable process.
- C.4.5.5 Hard copies of all original written documents that do not arrive electronically, should be kept in secure storage, provided by the Government of the District of Columbia in the on-site primary facility, for an appropriate time period.

**C.4.6 *Email***

- C.4.6.1 Contractor shall provide responses to email, and ensure the accuracy, grammar, punctuation, professional appearance, readability and completeness of the responses.
- C.4.6.2 Where appropriate, Contractor may send emails with links to FAQs, forms, articles, instructions and/or other publications from the Assisters website (collectively, “Website Content”). In order to ensure that Website Content is as helpful and useful as possible, Contractor shall provide regular feedback to DHS regarding the Website Content.

**C.4.7      *Complaints***

C.4.7.1      All complaints about the District’s Assister (DHS, the DCAS web portal, and related), regardless of channel, will be integrated into the CRM tool for ARs to view. Contractor shall respond to all complaints by letter, email, or outbound phone call. Contractor shall triage and research all complaints and determine if they can be answered by ARs via existing scripts or if a customized response is required. Contractor shall respond to complaints within 48 hours.

**C.4.8      *Program Management***

Contractors must maintain management capabilities for administrative services including invoicing, staff payments and other required services. All performance issues identified by DHS will be addressed by the contractor management.

**C.4.9      *Project Manager***

C.4.9.1      Contractors providing more than 8 resources to the DHS CSC shall provide a Project Manager responsible for managing their team on-site. The Project Manager shall organize, direct, manage, and implement all project support activities. The Project Manager shall interact with Assister staff regarding, among other issues:

(1) the status of the Customer Support Center, (2) coordination of financial and staffing resources, (3) procurement and record keeping, (4) security issues, and (5) management of any subcontractors. The Project Manager shall prepare analyses, reports, presentations, budgets, and performance forecasts as required.

C.4.9.2      In addition, the Project Manager shall be responsible for compliance, legal requirements and overall business objectives. The Project Manager shall also analyze workflow and assignments to recommend efficient and cost effective operations, and develop and implement process, program or service improvements to meet such needs.

C.4.9.3      The Project Manager must report to DHS designated supervisor for direction and staff management.

**C.4.10     *Standard Operating Procedures***

C.4.10.1     Contractor shall work with DHS staff to develop standard operating procedures (“SOP”) specific to the Customer Support Center

C.4.10.2     Contractor shall adhere to the SOPs for all contact channel inquiries and ensure that SOPs are updated when process or program changes occur, but at least quarterly.

- C.4.10.3** The standard operating procedures shall, at a minimum:
- o Document standard handling procedures for all inquiry types
  - o Document standard handling procedures for “special” inquiry types (e.g., use of language line, crisis calls, irate callers, threatening calls, etc.)
  - o Document standard handling procedures for all contact channels (phone, TTY/TDD, email, written correspondence, and fax)
  - o Document standard use of Assister-provided Customer Support Center technologies (e.g., IVR, ACD, CRM, LMS, etc.)
  - o Document standard referral procedures for complex inquiries and other inquiries outside of the standard Customer Support Center DHS CSC scope
  - o Document interdependencies between technologies and contractors to ensure that operations are seamless among multiple vendors

**C.4.11** *Workforce Management and Forecasting*

**C.4.11.1** Contractor may be requested to work on shifts to maximize operational efficiencies and meet forecasted volumes among all communication channels. The work schedule shall balance the forecasted workload against availability and shift flexibility, costs and service level requirements. Contractor shall quickly adjust staffing and scheduling as necessary to meet fluctuating volumes while maintaining performance metrics during steady and peak states. Unforeseen events, such as new legislation, media coverage of issues or activities by interest groups, may spike inquiry volumes unexpectedly with little warning. Contractor shall work closely with DHS and its sister agencies to accommodate these spikes.

**C.4.11.2** Contractor must take into account the need to staff the 2100 MLK facility as the "primary" Customer Support Center facility,

**C.4.11.3** Contractor shall use DHS-provided technology-based solution to monitor workforce management.

**C.4.12** *Communications*

**C.4.12.1** Contractor’s project manager (for teams larger than 8 resources) or designee shall be on-duty and available during business hours for coordination with the Assister Customer Support Center Director, or other designated representative. The project manager or qualified designee shall be available and accessible to discuss operational issues.

**C.4.13**        ***Operations Communications***

C.4.13.1        Because of the highly visible nature of the Customer Support Center, DHS requires a high level of insight and communication into the day-to-day (or hour-to-hour) operations. It is very important for Contractor to be proactive in notifying DHS of any situation that may impact operations or service to callers even if it involves a limited time period. Some examples include:

- o ARs attendance is lower than forecasted and call handling is affected
- o Any situation that may warrant calls to be rerouted to avoid disruption in service or quality
- o Any situation that may adversely affect the ability of Contractor to handle calls as required in this contract
- o Any changes to the Key Personnel

**C.4.13.2**        Contractor shall work with DHS to designate a process for maintaining real-time communication on key operational impacts and to designate thresholds upon which alerts will be activated.

C.4.13.3        Contractor must also efficiently and effectively communicate with all appropriate parties at DHS and other relevant sister agencies and contractors in a timely manner. In order to ensure operations are smooth and all areas are working together to provide quality service to individuals, Contractor must collaborate across the functional areas.

**C.4.14**        ***Mandatory Operational Meetings***

C.4.14.1        Contractor shall provide a representative to meet with DHS and/or other contractors' representatives (either in person or via telephone conference calls) to discuss both operational and programmatic information on an as-needed basis. The purpose of these meetings will be to resolve questions, issues and problems relevant to the performance of activities under this Contract and to ensure an appropriate information Assister between DHS and its contractors.

C.4.14.2        Contractor shall work in cooperation with all of the DHS's contractors and sister agencies and engage in open discussion and Assister of information to support all DHS and relevant Medicaid initiatives including transitions. Contractor is also expected to participate in ongoing change control boards and workgroups. Contractor shall develop meeting agendas that include the status of action items from past meetings.

**C.4.15      *Coordination and Cooperation***

C.4.15.1      Cooperation, coordination, and integration between DHS and its contractors are paramount. This may include other Customer Support Center operations contractors, as well as systems integrators, quality assurance, training, and network telecommunication contractors, among others. DHS

C.4.15.2      Contractor will be a major user of the DCAS systems, applications, and platforms, to provide service to the consumer. Therefore, Contractor may be the first to realize unplanned service interruptions. Contractor shall immediately notify DHS, DC-Net, or the relevant contractors regarding any issues, problems, or outages related to Medicaid or any Assister or Assister systems or services.

C.4.15.3      While coordinating with all parties, Contractor must adhere to privacy and confidentiality standards set and communicated by the Government of the District of Columbia.

**C.4.16      *Primary Facility***

C.4.16.1      Contractor shall utilize the District-provided facility at 2100 Martin Luther King Jr. Blvd, SE in the District, as its primary facility. This location co-locates with a Department of Human Services Service Center and is well-served by the city's DC-Net telephony and networking infrastructure. 2100MLK is public-transit accessible with major subway and bus routes within walking distance, and convenient to highways and National Airport. The facility is designed to hold 30 vendor-employed Assister Call Center ARs and includes all furniture, telephones, computers and other necessary infrastructure for operations.

C.4.16.2      As the primary facility, during standard hours, 2100MLK should be kept fully utilized before the overflow facility is engaged. Contractor will be required to provide reporting to this effect on a quarterly basis.

**C.4.17      *Desktop Usage and Support***

C.4.17.1      All equipment and systems shall be configured for ARs day-1 use. The District and DC-Net shall provide live support for ARs to assist with equipment or systems issues.

**C.4.18      *Integrated End-to-End Testing & User Acceptance Testing***

C.4.18.1      The Contractor shall provide a team of staff to assist and report upon the outcome of Integrated End-to-End Testing and User Acceptance Testing (UAT) of all DC-Net provided Customer Support Center infrastructure elements for the DHS Customer Support Center set-up no later than two weeks after signed contract agreement. The composition and size of the

team should be considered by the Contractor during Start-up.

**C.4.19 Voice and Data Networking**

C.4.19.1 The District's provider DC-Net shall provide necessary staff to maintain voice and data networking equipment in the primary facility, and will be available if necessary to troubleshoot problems with DHS or other contractor staff.

C.4.19.2 Necessary telecommunications services to ensure interoperability between the voice network and premise-based systems will be provided by the District and DC-Net in the primary facility. This includes, but is not limited to:

- o Private Branch Assister ("PBX") and automatic call distribution (ACD) equipment to properly route calls from the network to primary site and Contractor overflow site.
- o Internal and external transfer capabilities
- o Internal and external 3-way conference call capabilities

**C.4.20 Hardware and Software Support**

C.4.20.1 As Contractor is not providing Hardware or Software for the primary facility, Contractor is not responsible for maintenance and support of said equipment. Contractor shall provide front-line reporting and assist with prompt remediation of hardware and software problems, and comply with hardware, software and other technology standards and rules provided by DHS and DC-Net.

**C.4.21 Interactive Voice Response (IVR)**

C.4.21.1 The District and DC-Net will provide a network-based IVR as part of the telecommunications network architecture. The District shall provide the expertise needed to administer and configure the Assister's IVR system for use by the Customer Support Center, and provide ongoing configuration management.

C.4.21.2 The IVR will provide callers general information about the program.

C.4.21.3 The IVR will route callers to the appropriate agent to process the inquiry based on the caller's selections through a series of menu options within the IVR system.

**C.4.22 Automated Call Distribution (ACD)**

C.4.22.1 The District and DC-Net will provide Avaya automated call distribution ("ACD") technology as part of its network architecture, which includes voice and data transmission.

C.4.22.2 Calls via IVR will utilize the ACD and be routed to the next available CSR. ACD is designed to ensure inquiries are routed to the CSR most capable of efficiently processing the inquiry. Therefore, it is essential that the Contractor utilize the District-provided workforce management tools, and monitoring tools to ensure efficiency in Customer Support Center queuing, routing, and in managing CSR skills, utilization, and workload.

C.4.22.3 ACD data will interface with the District-provided data analytic environment for reporting and analysis purposes.

**C.4.23 *Customer Relationship Management***

C.4.23.1 The District shall provide a SalesForce.com (SFC) Customer Relationship Management (CRM) license for the use of the DHS CSC Contractor. This SFC will be the primary user interface for customer service business processes, including but not limited to: full lifecycle management of customer contacts, management of demographic information, history and audit trails of customer contact records and DCAS Implementation events, and facilitation of customer scheduling and appointments.

**C.4.24 *Learning Management System***

C.4.24.1 The District will provide a Learning Management System (LMS) to support the training needs of the Customer Support Center. LMS enables DHS to ensure training is disseminated and completed in a timely, consistent manner across the Customer Support Center.

C.4.24.2 Contractor will utilize the LMS for Customer Support Center ARs training. Contractor will be responsible to create, update, maintain, and implement training specific to the Customer Support Center. The DHS's LMS Manager will provide administrative access.

**C.4.25 *Interface with Assister Systems***

C.4.25.1 In addition to the CRM for Customer Support Center, the ARs will access the following systems:

- o Individual Eligibility
- o Individual Enrollment
- o Financial Management
- o Learning Management System

C.4.25.2 The Customer Support Center and its ARs must also have the flexibility to integrate with other systems and databases related to the operation of the

Assister and DCAS web portal. This could include the Medicaid eligibility system.

**C.4.26 Data Analytics and Reporting Platform**

C.4.26.1 The District shall provide a Customer Support Center Data Analytics & Reporting Platform to serve as the central location for capturing and aggregating Customer Support Center data, to be utilized by the Contractor. Through DC-Net, the District provides Avaya IQ reporting and Avaya CMS for call center analytics and operational reporting. These tools will be available for the vendor for day-to-day operations and periodic reporting purposes.

**C.4.27 Security**

C.4.27.1 Contractor shall follow the DHS security plan create a systems security plan for the Customer Support Center that defines the overall security plan of the Customer Support Center. The purpose of the systems security plan is to ensure the proper operations of the Customer Support Center and specify the controls and practices that need to be in place in order to best protect the Customer Support Center information, resources, stakeholders, and consumers from the adverse effects of mistakes, attacks, natural disasters or any other threat. This plan also ensures that the Customer Support Center security program adheres to applicable security and privacy regulations and authorities, including:

- o The National Institute of Standards & Technology (“NIST”)
- o The Federal Information Management Act (“FISMA”)
- o The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
- o HHS’s ACA guidance on privacy and security, including MARS-E and multi-factor authentication, as described in RFC 45 155.260

C.4.27.2 Contractor shall document its compliance to CMS security requirements for the Customer Support Center by using the Minimum Acceptable Risk Standard (MARS-E) suite, which was developed for the ACA, and maintain such documentation in the systems security profile as required.

C.4.27.3 ARs provided by Contractors will be required to take security training and pass the test prior to accessing the system.

C.4.27.4 Contractor may be asked to participate in CMS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities.

**C.4.28**      ***Disaster Recovery Plan***

**C.4.28.1**      DHS has a disaster recovery plan. Contractor ARs may be required to participate in the plan execution in the event of an emergency. Activities within the scope of the disaster recovery plan may include, but are not limited to:

- o Executing recovery procedures in the event of catastrophic loss of facility or equipment;
- o Ensuring that ARs are properly trained in business continuity and disaster recovery procedures ;
- o District provided CRM tool for Customer Support Center.

**C.5**            **TRAINING MANAGEMENT**

**C.5.1**            ***Training Management Overview***

Training is a critical component of an effective Customer Support Center.

**C.5.1.1**

As such,

Contractor shall ensure that all ARs and other staff are thoroughly trained on all Customer Support Center operational protocols and supporting software skill sets:

**C.6**            **QUALITY MANAGEMENT REQUIREMENTS**

**C.6.1**            The Quality Management program shall meet the following general requirements, and the Proposals shall specifically address how the Offeror intends to provide resources that comply with each of these requirements:

- o extensive knowledge ACA policies and Medicaid enrollment.
- o Monitor quality of resources performing duties assigned by DHS. Upon implementation of recommended enhancements Contractor will monitor progress for an agreed upon time to ensure use, document improvements and share successes with Assister. Contractor shall apply and adapt its methodologies and technical approaches to the unique requirements of a Health Insurance Assister and Contact Center environment.

**C.6.2**            ***Quality Call Monitoring***

DHS Customer Support Center shall use a Quality Call Monitoring (“QCM”) standard for all ARs to ensure accurate, understandable, and consistent interactions with customers.

Quality Assurance will add a grading component into the call monitoring process. Recorded calls are randomly selected and measured against the guidelines and procedures at the call center.

Additional qualities include ARs courtesy, empathy with a dissatisfied customer, and the ability to follow procedures. Best practices on these

elements we be clearly defined so they can be graded accurately during a call monitoring session.

Quality monitoring will be asset in a couple of different ways:

- Call assessment and playback
- Audio capturing
- Evaluation questionnaires
- Detailed reporting
- Coaching and training tools

## **C.7 LANGUAGE INTERPRETATION SERVICES - REQUIREMENTS**

C.7.1 The District strives to ensure customer service availability for its Limited English Proficiency (“LEP”) populations. In order to provide LEP populations with quality customer service and address inquiries for callers who speak languages other than English, ARs will be required to utilize the District-provided Language Line, which is a third party conference and over-the-phone interpretation service, in the event that a consumer may speak a language that is not spoken by the ARs.

C.7.2 ARs handle inquiries through multiple channels that may require interpretation services including email, written correspondence, and fax. In order to provide LEP populations with quality customer care in written correspondence, Contractor will provide its ARs with access to the District-provided written translation service.

## **C.8 REPORTING**

C.8.1 In order to maintain effective communications, Contractor shall ensure all necessary report deliverables are submitted to DHS in a timely manner.

### ***C.8.2 Facility Use Report***

C.8.2.1 Contractor shall provide DHS with quarterly reports of the week-by-week average distribution of ARs by reflecting standard vs. extended hours.

### ***C.9.1 Customer Support Center Dashboard***

C.9.1.1 DHS will be utilizing a Customer Support Center Dashboard,” which provides daily data on the overall Customer Support Center. The dashboard shall provide comparison information and specific data related to all contact channels. The Customer Support Center Dashboard shall be a matrix of various functional areas and shall provide an overall status and story of the Customer Support Center and performance.

**C.10 CONTRACT DELIVERABLES**

The contractor will engage and place staff at the DHS CSC primary facility who have been trained and participated in the ACA 2013 open enrollment period through 2014.

- The Contractor will manage staff on-site at DHS to perform high quality work and adhere to rules and regulations set by DHS.
- The contractor will collect timesheets and submit them to DHS prior to invoicing for approval.

**C.11 RELATED TASKS**

The Department of Human Services (DHS) may choose to extend the period of performance for this contract.

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**Company Overview and Qualifications**

Describe the Offeror's history, growth, and size. Describe the Offeror's form of business, physical locations, number of employees, client base, etc.

Provide a brief, descriptive statement describing the Offeror's ability to deliver the services sought under this RFP (e.g., prior experience, prior projects, training, certifications, resources, program and quality management systems, etc.).

Describe any clients that Offeror has provided services to that are engaged in businesses related to health care insurance or providing health care.

Describe any relevant experience related to the ACA or Exchanges.

Provide a list of Key Personnel, including subcontractors, who will work on the project, detailing their training and work experience and the anticipated amount and/or portion of time each will devote to this project. Resumes should be submitted for Key Personnel and any other personnel the offeror deems relevant, including subcontractors.

**Experience and References**

Provide detailed case studies for at least two reference projects (preferably Health Care related Contact Centers). To the extent possible, include all of the following information:

Briefly describe the project and how its characteristics—such as size, scope of work, functionality, and customer base—are similar to this

project. Provide the project's location and hours of operation.

Provide information about the number of total staff currently employed at the project and the number of clients and client's consumers that you currently serve in the project. Describe the staffing plan and answer the following questions:

- o What is the average tenure and experience of the staff (managers, supervisors, CSRs)?
- o What are the rates of staff turnover/attrition among the CSRs?
- o What is the supervisor/staff ratio?

### Project Overview and Description

Address the Scope of Work and describe how your solution will address each element. This section of your Proposal should follow the organizational structure and order of the Scope of Work. However, it is not required to provide a separate narrative description for every sub-category in the Scope of Work. Offerors must include all items specifically identified in the Scope of Work (e.g., Draft PMP, Staffing Chart, etc.).

### Work Plan and Timeline

Offerors are required to provide a detailed work plan and timeline covering the Scope of Work. The timeline should be based on a full project plan and include all of the milestones and deliverables in the RFP.

The Offeror should provide a description of the major tasks to be performed and must utilize the milestones, requirements, and deliverables outlined in this RFP.

The Offeror should provide a work plan that details the tasks and activities, durations, dependencies, and resources based on the proposed approach and methodology, which will be executed to create the noted Deliverables.

## **C.12 MINIMUM REQUIREMENTS**

- C.12.1 Staff with expertise in eligibility, enrollment, and program specifications related to the ACA. The Contractor would have administrative processes in place to appropriately manage the contract. The contractor will have appropriate HR and our contracting processes and procedures in place to manage resources placed on-site at DHS.

C.12.2 Individual ARs shall complete training provided by the DC DHS on the following:

- Eligibility and enrollment rules and procedures, including information related to tax implications of enrollment decisions, and changes in income and eligibility that could take place during the year;
  - How to use the online enrollment portal and how to complete paper coverage applications;
  - Coverage renewal;
  - Medicaid and DC Alliance;
  - those with limited proficiency in English;
  - those with disabilities; and,
  - Culturally and linguistically appropriate approaches, services and materials;
  - How to comply with requirements that information be offered in “plain language,” including how to present oral and written information in a clear and understandable way;
  - Means of appeal and dispute resolution;
  - Conflict of interest;
  - Privacy and security;
  - Protocols for hand-offs with other relevant groups including: Medicaid/Alliance, DC Ombudsman, Department of Insurance, Securities, and Banking (DISB), call center, brokers or producers, and other ASSISTERSs;
  - Use of authorized representatives
- Client Interactions by phone:
- Listens and responds appropriately in all client interactions.
  - Manage client relationships by performing the full range of client service functions.
  - Handles own client escalations and minimizes transfers.
  - Uses common courtesy and discretion to achieve client loyalty.
  - Empathizes and acknowledges client to create trust and partnership.
- Client Solutions:
- Uses negotiation and problem solving skills to resolve client concerns.
  - Inputs and maintains client information required for all assistance programs in the appropriate data management systems, including the Automated Client Eligibility Determination System (ACEDS).
  - Identify and assess client needs based on interactions.
  - Troubleshoot and communicate technical answers clearly and concisely.

- Takes accountability for and resolves all client issues and follow up when appropriate.  
Client Loyalty & Growth:
- Review all client account information while on calls to identify and match client's need with the appropriate program and / or service (e.g. public assistance, emergency assistance, food stamps and Medicaid).
- Utilize tools and resources on every call to make appropriate recommendations to clients.
- Offers and educates on the benefits of program and services and explains how the recommendations will add value to the client's experience.

C.12.3 Upon completing the training, each individual ASSISTER must pass a skills-oriented competency exam.

C.12.4 Improve and modify behavior based on performance metrics. At a minimum the following will be reported or tracked by the web portal:

- Number of applicants assisted;
- Number of Medicaid applications completed; T
- The rate of completed enrollments relative to applicants assisted;
- Average time taken to complete various types of applications;
- Number of referrals made to Medicaid for additional assistance;
- Number of referrals to social services programs such as the Supplemental Nutrition Assistance Program (SNAP) or the Women, Infants and Children (WIC) program;
- Number of referrals to other ASSISTERSs;
- Enrollment patterns (to ensure consumers are not being steered to one plan or another);
- Accuracy of the applications and renewals submitted; and
- Customer satisfaction using a survey.

C.12.5 The ARs must adhere to privacy and security standards as developed by the DHS and required by law. In general, ARs and supervisors will be handling private and personal data. In some cases, this data will be available through the website as assists a consumer as they determine their eligibility for Medicaid. In other cases, personal data will be provided by consumers. All ARs will be given training on how to maintain the privacy and security of

personal information. All Contractor staff must provide sufficient oversight, both in terms of technology and personnel, to ensure that privacy and security breaches do not occur.

All ARs interacting with clients must:

- Listen and respond appropriately in all client interactions;
- Manage client relationships by performing the full range of client service functions.
- Handle own client escalations and minimizes transfers.
- Use common courtesy and discretion to achieve client loyalty.
- Empathize and acknowledges client to create trust and partnership.
- Use negotiation and problem solving skills to resolve client concerns.
- Input and maintain client information required for all assistance programs in the appropriate data management systems, including the Automated Client Eligibility Determination System (ACEDS).
- Identify and asses client needs based on interactions.
- Troubleshoot and communicate technical answers clearly and concisely.
- Take accountability for and resolve all client issues and follow up when appropriate.
- Review all client account information while on calls to identify and match client's need with the appropriate program and / or service (e.g. public assistance, emergency assistance, food stamps and Medicaid).
- Utilize tools and resources on every call to make appropriate recommendations to clients.
- Offer and educate on the benefits of program and services and explains how the recommendations will add value to the client's experience.

### **C.13 Work Location**

**C.13.1** The Contractor shall provide services from 2100 Martin Luther King, Jr., Ave., SE.

**C.14 District Responsibilities**

- C.14.1** The District will provide access to information, documents, equipment, and personnel as required to successfully complete the project.
- C.14.2** The District personnel will provide a level of cooperation and participation as necessary for the contractor to efficiently provide services as required.
- C.14.3** The District will provide office space; office furniture (desk and chair); office supplies; telephones; FAX equipment; access to copiers, printers, e-mail, LAN, Internet services; server system hardware and software; and any other reasonable items needed to perform the on-site work scheduled for that location.
- C.14.4** The District may direct the contractor to remove any contractor staff that the District finds unacceptable, and the contractor shall immediately remove (and replace with new individual satisfactory to the District, if requested) such personnel.

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Solicitation #DOC 183239  
Caption: DHS Customer Support Center

**SECTION D: PACKING AND MARKING**

This section is not applicable to this contract.

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**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 CONTRACT TYPE**

This is a Firm Fixed Price contract with a cost reimbursement component.

**F.2 TERM OF CONTRACT**

The term of the contract shall be for a period of 6 months from the date of award as specified on the cover page of this contract.

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**DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements as specified in section C.3 and submit each deliverable to the Contract Administrator (CA) identified in section G.9.1 in accordance with the following due dates. See Delivery Table below:

<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
<i>Requirements specifications as described in Section C12 – C.12.5</i>	Multiple versions based on continuous iterations	Electronic copy in Microsoft Word	Variable based on changes to federal rules, but within 30 days of request by DHS.
<i>A written report which identifies applicable reports which can be generated by Q5i in accordance with C.3.2.</i>	1	Electronic copy in Microsoft Word	February 28, 2015
<i>Provide weekly status reports/summary.</i>	Multiple	Electronic copy in e-mail	Due every Friday, unless DHS requests otherwise, until project completion.
<i>Written analysis which will include a report of recommendations based upon any system issues under this requirement.</i>	1	Electronic copy in Microsoft Word and Hard Copy	Within Forty-Five (45) days of DHS request.

<i>Contractor shall as requested by DHS participate in conference calls and provide documentation which will assist the District in developing the DCAS system.</i>	<p>1</p>	<p>Electronic copy in Microsoft Word and Hard Copy</p>	<p>Within Forty-Five (45) days of DHS request.</p>
<i>Written analysis of the program and system impact of any mandated changes or proposed policy changes.</i>	<p>1</p>	<p>Electronic copy in Microsoft Access of Hard Copy</p>	<p>Within Forty-Five (45) days of DHS request.</p>

The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section H.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Department of Human Services Economic Security Administration (ESA)  
Office of the Controller/Agency CFO  
Department of Human Services (DHS)  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Attn: Steven Green  
202-671-4221

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

"Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule."

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Wendell O. Atkinson  
Contracting Officer  
Office of Contracting and Procurement  
64 New York Avenue, NE, 6<sup>th</sup> Floor  
Washington, DC 20002  
202-671-4493  
Wendell.atkinson@dc.gov

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of

the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Francine Miller  
Department of Human Services, Call Center Manager  
2100 Martin Luther King Jr., Ave., SE  
Suite 302B  
Washington, DC 20020  
202-727-9828  
[Francine.Miller@dc.gov](mailto:Francine.Miller@dc.gov)

- G.9.3** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  2. Grant deviations from or waive any of the terms and conditions of the contract;
  3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  4. Authorize the expenditure of funds by the Contractor;
  5. Change the period of performance; or
  6. Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be

required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. 13. dated June 25, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the release ability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;

- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas,

Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**  
During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**  
During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (5) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services

including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (9) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

- financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Bernard M. Grayson, Jr.  
Contract Specialist  
Office of Contracting and Procurement (OCP)  
64 New York Avenue, 6<sup>th</sup> Floor  
Washington, DC 20002  
(T)202-671-4493  
(F)202-671-4409  
Bernard.grayson2@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party

which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

**Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.**

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2013 Revision 13, dated 6/19/2013
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

Solicitation #DOC 183239  
Caption: DHS Customer Support Center

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form  
available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

DRAFT

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District** - The DHS intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the DHS, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers** - The DHS may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. In addition, proposals shall be submitted electronically via USB thumb drive. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. Doc179681 - Assisters Contact Center".

Submission Address:  
Department of Human Services (DHS)  
64 New York Ave., NE, 6<sup>th</sup> Floor  
Washington, DC 20001

**L.2.2** The DHS will not be responsible for corruption of any file submitted.

**L.2.3** The Offeror shall submit two (2) attachments in its printed and electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The Offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M – Evaluation Factors of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the DHS to evaluate the Offeror's response. The Offeror shall submit

information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

**L.2.6** The Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the Offeror's proposal must be submitted on the USB thumb drive with titles that start with the word REDACTED. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be received no later than the closing date and time. Email acknowledgment of receipt will be sent to a clearly-stated email address on the cover page of the submission

**L.4.1.2** Telephonic, telegraphic, email, and facsimile proposals may not be accepted or considered for award.

**L.4.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal via email to Bernard.grayson2@dc.gov at any time before the closing date and time for receipt of proposals.

**L.4.3 Late Proposals**

The District of Columbia will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

**L.4.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the DHS, shall be considered at any time it is received and may be accepted.

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question electronically via email to Bernard.grayson2@dc.gov. The prospective Offeror should submit no later than 5 days prior to the closing date and time indicated for this solicitation. The DHS may not consider any questions received less than 5 days before the date set for submission of proposals. The DHS will furnish responses via ocp.com. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by DHS officials before the award of the contract will not be binding.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the DHS except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District of Columbia and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the DHS will have the right to duplicate, use, or disclose the data to the extent consistent with the Authority's needs in the procurement process. This restriction does not limit the DHS's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

**L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the DHS and retained by the DHS, and therefore will not be returned to the Offerors.

**L.11 PROPOSAL COSTS**

The DHS is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Offeror shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage's as specified in Section I.8.

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District of Columbia's E-Sourcing system. The DHS must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the DHS's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective Offeror must demonstrate to the satisfaction of the DHS its capability in all respects to perform fully the contract requirements; therefore, the prospective Offeror must submit relevant documentation within five (5) days of the request by the DHS.

**L.17.1** To be determined responsible, a prospective Offeror must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District of Columbia licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under

applicable laws and regulations.

- L.17.2** If the prospective Offeror fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Offeror to be non-responsible.

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**SECTION M  
 EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

M.1.1 The contract will be awarded to the responsible Offeror whose offer is most advantageous to the DHS, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the DHS in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.

5	Excellent	Exceeds most, if not all requirements; no deficiencies.
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**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s total technical score will be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the DHS evaluates the Offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

**M.2.3** If sub factors are applied, the Offeror’s total technical score will be determined by adding the Offeror’s score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good” for the first sub factor and “Poor” for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 Company Overview and Qualifications (20 Points Maximum)**

**M.3.1.1** Describe the Offeror’s history, growth, and size. Describe the Offeror’s form of business, physical locations, number of employees, client base, etc.

**M.3.1.2** Provide a brief, descriptive statement describing the Offeror’s ability to deliver the services sought under this RFP (e.g., prior experience, prior projects, training, certifications, resources, program and quality management systems, etc.).

**M.3.1.3** Describe any clients that Offeror has provided services to that are engaged in businesses related to health care insurance or providing health care. Describe any relevant experience related to the ACA or Exchanges.

**M.3.1.4** Provide a list of Key Personnel, including subcontractors, who will work on the project, detailing their training and work experience and the anticipated amount and/or portion of time each will devote to this

project. Resumes should be submitted for Key Personnel and any other personnel the offeror deems relevant, including subcontractors.

**M.3.2 Experience and References (15 Point Maximum)**

M.3.2.1 Provide detailed case studies for at least two reference projects (preferably Health Care related Contact Centers). To the extent possible, include all of the following information:

- Briefly describe the project and how its characteristics—such as size, scope of work, functionality, and customer base—are similar to this project. Provide the project’s location and hours of operation.
- Provide information about the number of total staff currently employed at the project and the number of clients and client’s consumers that you currently serve in the project. Describe the staffing plan and answer the following questions:
  - What is the average tenure and experience of the staff (managers, supervisors, CSRs)?
  - What are the rates of staff turnover/attrition among the CSRs?
  - What is the supervisor/staff ratio?

**M.3.3 Project Overview and Description (30 Point Maximum)**

M.3.3.1 Address the Scope of Work and describe how your solution will address each element. This section of your Proposal should follow the organizational structure and order of the Scope of Work. However, it is not required to provide a separate narrative description for every sub-category in the Scope of Work. Offerors must include all items specifically identified in the Scope of Work (e.g., Draft PMP, Staffing Chart, etc.).

**M.3.4 Work Plan and Timeline (15 Points Maximum)**

M.3.4.1 Offerors are required to provide a detailed work plan and timeline covering the Scope of Work. The timeline should be based on a full project plan and include all of the milestones and deliverables in the RFP.

M.3.4.2 The Offeror should provide a description of the major tasks to be performed and must utilize the milestones, requirements, and deliverables outlined in this RFP.

M.3.4.3 The Offeror should provide a work plan that details the tasks and activities, durations, dependencies, and resources based on the proposed approach and methodology, which will be executed to create the noted Deliverables.

**M.3.5 Price Proposal (20 Points Maximum)**

M.3.2.1 The price evaluation will be objective and will be evaluated separately from the technical proposal. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{-----}} \times 15 = \text{Evaluated price score}$$

Price of proposal being evaluated

**M.4 EVALUATION OF OPTION YEARS**

M.4.1 The DHS will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the DHS to exercise them. The total DHS's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the DHS if payment is made within the discount period specified by the Offeror.

**M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the DHS, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.

