



CITIZENS ENERGY CORPORATION
a non-profit energy company

Call Center Services RFP

Citizens Energy Oil Heat Division (OHP)

Document Version 1.4

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1. PURPOSE AND SCOPE

Citizens Energy OHP Oil Heat Program (OHP) is soliciting written proposals from qualified firms to procure Full Call Center Services for three (3) existing Call Center Programs (Dealer Hotline, Customer Care and Application) and any other potential future Call Centers. Vendor must demonstrate expertise in receiving both large volume inbound data collection inquiries and outbound client resolution calls from the United States. Estimated call volume is below:

- Phone: inquiries received via toll free numbers provided by Vendor
2.35 +/- Million / Program
Avg. Peak / 250K daily
Program length / 3 mo.

The Vendor must explain in detail how this process will occur and training for the services required. The Department's preference is for one system that will also capture voice recording of individual calls as file attachments.

2. RFP – REQUIRED SPECIFICATIONS

All terms, conditions, requirements and procedures included in this RFP are required for a response to be determined responsive unless otherwise specified. All communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. No electronic responses and all responses must be submitted in specific terms to this RFP.

2.1 Vendor Location

Vendor is required to be incorporated within a Low Income Home Energy Assistance Program (LIHEAP) participating states, which includes heating oil.

2.2 Vendor Communication

Direct communications with any employee of the procuring department by Vendor except as specified in this RFP is prohibited. No other individual employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Vendors may communicate with the designated contact person for this RFP in the event this RFP is incomplete or the Vendor is having trouble obtaining any required documentation, attachments or other related materials necessary for the bid process.

2.3 Reasonable Accommodation

Vendors with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be evaluated on a case-by-case basis. A Vendor requesting accommodation must submit a written statement that describes the Vendor's disability and the requested accommodation to the contact person for the RFP. The department reserves the right to reject unreasonable requests.

2.4 Best Value Selection and Negotiation

The Department may select the response(s), which demonstrates the best value overall, including proposed alternatives, which will achieve the procurement goals of the Department. The Department and a selected Vendor, or a Vendor, may negotiate a change in any element of contract performance or cost identified in the original RFP or the selected Vendor's response which results in lower costs or a more cost effective or better value than was presented in the selected Vendor's original response.

2.5 Costs

Costs, which are not specifically identified in the Vendor's response, and accepted by a Department as part of a contract, will not be compensated under any contract awarded pursuant to this RFP. Citizens Energy OHP will not be responsible for any costs or expenses incurred by Vendors responding to this RFP.

2.6 Modifications

Vendors are solely responsible for obtaining and completing the required attachments identified in this RFP and for checking for any addendums or modifications that are subsequently made to this RFP or attachments. The department and its subdivisions accept no liability and will provide no accommodation to Vendors who fail to check for amended RFPs and submit inadequate or incorrect responses. Vendors may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

The Department makes no guarantee to purchase any commodities or services from any contract offer resulting from this RFP. If a Vendor is unable to meet any of the specifications required in this RFP, the Vendor's Response must include an alternate method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieved substantially equivalent or better performance to the performance required in the RFP specification. The Department will determine if a proposed alternative method of performance achieves equivalent, or better, performance.

2.7 Subcontracting Policies

Prior approval of the Department is required for any subcontracted services and must be submitted as part of the proposal. Vendors are responsible for the satisfactory performance and adequate oversight of its Sub-Vendors. Sub-Vendors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as Vendors.

2.8 Contract Expansion

If additional funds become available during the contract duration period, the Department reserves the right to increase the maximum obligation to some or all contracts executed due to this RFP or to execute contracts with Vendors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

2.9 Environmentally Preferable Products and Services

The Department and Vendor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the Department's performance needs.

2.10 Brand Name or Equal

Unless otherwise specified in this RFP, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFP to any manufacturer or proprietor or to constitute an endorsement of any commodity or service. The Department may consider clearly identified offers of equivalent commodities and services submitted in response to such reference.

2.11 Alternatives

A response, which fails to meet any material term or condition of the RFP, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Vendors may submit responses proposing alternatives, which provide equivalent, better or more cost effective performance than achievable under the stated RFP specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves equivalent or better performance to that of the RFP specifications. The Department will determine if a proposed alternative method of performance achieves equivalent or better performance. The goal of this RFP is to provide the best value of commodities and services to achieve the procurement goals of the Department. Vendors that propose discounts, uncharged commodities and services or other benefits in addition to the RFP specifications may receive a preference or additional points under this RFP as specified.

Vendors may also propose alternatives for equivalent, better or more cost effective performance than specified under the Vendor's original response to enable the Department to take advantage of

enhanced technologies, commodities or services that become available during the term of the contract.

2.12 Terms and Conditions

All Vendors will be required to complete, execute and return the following two (2) documents:

1. All Vendors must complete, execute and return Citizens Energy OHP **Terms and Conditions** attached to this RFP. **Citizens Energy OHP Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFP.**
2. All Vendors must also complete, execute and return the **Standard Contract Form** upon selection for Contract negotiation and execution.

By executing the **Standard Contract Form**, the Vendor certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFP) issued by the Department and that this Response is the Vendor's offer as evidenced by the execution of the Vendor's authorized signatory, that the Vendor's Response may be subject to negotiation by the Department, and that the terms of the RFP, the Vendor's response and any negotiated terms shall be deemed accepted by the Department and included as part of the Contract upon execution of the **Standard Contract Form** by the Department's authorized signatory.

Purchasing Department: Citizens Energy OHP Oil Heat Program (OHP)
Address: 88 Black Falcon Avenue
Telephone #: (617) 338-6300
Fax #: (617) 542-4487
E-Mail or Internet Address: N/A
RFP File Name/Title: Document Management Services
Contact Person: Natasha Perez

2.13 Confidentiality:

The Vendor and Department shall agree that all data that is disclosed by either entity that is identified or fairly understood to be secret or patented shall be treated by both Parties as confidential.

2.14 RFP General Information:

- **Description or Purpose of Procurement:** Full Call Center Services
- **Acquisition Method:** Fee for Service
- **Whether Single Or Multiple Vendors Are Required For Contract(s):** Single Vendor - Joint proposals acceptable
- **Whether Single or Multiple Departments Will Be Able To Use:** Only Procuring Department May Contract Under RFP
- **Expected Duration of Contract (Initial Duration and Any Options to Renew):** Initial Duration: one-time purchase months 6 mo(s) Through June 1st 2009
- **Renewal Options: (indicate number):** Options to renew for 1 year
- **Estimated Value of Procurement (Including Anticipated Renewal Option):** Contract will have a Maximum Obligation Amount of \$2.8 Mil
- **Indicate Contract Performance and Business Specifications:** See attached response specifications.
- **Instructions for Submission of Responses:** (Where and How to Submit Responses Format, Medium and # of Copies of Responses) See submission instructions section (3).

2.15 Deadline for Responses:

Indicate Deadline Date: October 30th 2008

Indicate Deadline Time: 5:00 p.m.

Will a Vendors Conference be offered? – NO

Will Opportunity for Written Questions – YES, Written Questions must be delivered by October 15th, 2008.

Address: 88 Black Falcon Avenue

Telephone #: (617) 338-6300
Fax #: (617) 542-4487
E-Mail or Internet Address: N/A
RFP File Name/Title: Document Management Services
Contact Person: Natasha Perez

3. SUBMISSION INSTRUCTIONS

All Proposals submitted in response to this RFP must be in writing and addressed to:

**Citizens Energy OHP, 88 Black Falcon Avenue
Suite 342 Boston, Massachusetts 02210.
RFP File Name/Title: Full Call Center Services
Attention: Natasha Perez**

3.1 Hardcopy Submission

A facsimile or other electronic submission of a proposal will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hardcopy submission. Prospective Vendors shall be responsible for confirming actual receipt of proposals by the Department.

3.2 Proposal Validity

The Vendor agrees that the proposal will remain in effect for at least 120 days from the submission deadline and thereafter until either, the Vendor withdraws the proposal in writing, a contract is executed or the procurement is cancelled, whichever occurs first. The Proposal acceptance period may be extended by mutual agreement of the parties. Notice of the award is not acceptance of the proposal submitted and shall not impose any contractual obligation on Citizens Energy OHP.

3.3 Written Questions

Vendors may submit written questions to Department by mail, facsimile, electronic or personal delivery until 5:00pm on October 15th 2008. Written questions received after the deadline will not be considered. Department will provide written answers to questions on or before 5:00pm on October 21st 2008 to all Vendors who have provided their name, mailing address, telephone number and facsimile number and a contact person to Department. No potential Vendor shall have a right to further notice unless provided herein.

3.4 Submission Deadline

The deadline for submission of proposals to the attention of the Department Contact is 5:00 p.m. on October 30th, 2008. A facsimile or other electronic submission of a Proposal will not qualify as a "submission" for deadline purposes in lieu of a hardcopy submission. Prospective Vendors shall be responsible for confirming actual receipt of Proposals by the Department.

3.5 Joint Proposals

Two or more Vendors may submit a joint proposal. A jointly submitted proposal must designate only one Primary Vendor and the remaining Vendors may be designated as Sub-Vendors. The Primary Vendor shall be legally responsible for ensuring full performance under the service contract.

3.6 Designated format

In order to simplify the review process and obtain the maximum degree of fair comparison, Vendors are required to organize their proposals according to the designated format, in the same sequence listed and with the same title and numbered format as indicated in the sample illustration below. The presentation of data and information should be clear and readily identify references to attachments or other sections contained in the Vendors proposal. Proposals should provide a straightforward and concise description of the Vendors ability to meet the requirements. The Department is not liable for any costs incurred by the Vendor in responding to this proposal. The use of recycled materials is encouraged.

4. PROPOSAL PRESENTATION OUTLINE

4.1 Firm Profile

This section provides the Vendor with the opportunity to present a profile of their firm's operations and qualifications. Vendors are encouraged to provide an overview of the firm's business operations relevant to the requirements of these specifications. Vendors shall outline the firm profile to include the following:

1. Whether the firm is local, national or international
2. The total number of employees, distinguishing between administrative staff, management and principal partners and officers
3. The location of the offices from which the work will be managed and the number of staff employed at the offices
4. The total staff assigned to this Service Contract

4.2 Relevant Business Experience

This section must state the number of years the Vendor has been in business providing these or similar services and the volume of business the Vendor currently conducts. The Vendor should list specific projects and contracts previously performed that are similar to the work to be performed pursuant to this Service Contract, or which otherwise demonstrates the Vendor's ability and capacity to perform the services required.

4.3 Previous Experience with Other Non-Profit Entities

This section must identify previous similar business experience with other non-profit entities. The Vendor must also include a brief summary of all current non-profit contracts.

4.4 Vendor's Proposal Including Cost Estimates

This section must detail Vendor's proposal to provide Department with the support services requested in the section entitled "Performance Specifications". This proposal must include:

- A service overview
- A process overview (describes how services will be performed)
- Applicable response times
- Problem priority classifications
- Case Escalation procedures
- Exclusive available T1 capacity or equivalent

Vendor must describe its respective customer management methodology and recommend best practices to ensure delivery of service is within the guidelines of this agreement. Vendor must describe any third party or custom monitoring tools used to deliver services. Vendor pricing are to be on a per unit basis appropriately prorated for the total number of units added or removed from service.

4.5 Contract Manager

The Vendor must designate a Contract Manager who shall be responsible for oversight and management of the performance of services and act as the contact person for receipt of all correspondence and notice under the Service contract. The Contract Manager may be changed only upon prior written notice to the Department. Oral representation made by either party shall not be binding. Representations made by the Contract Manager for the Vendor or the Department shall be binding only if made in writing in accordance with the terms and conditions of the Service Contract and the Contract Manager is an authorized signatory for that party.

4.6 Key Personnel

This section provides the Vendor with the opportunity to present the qualifications, technical expertise and experience of the firm's key personnel assigned to the performance of services. The proposal must include a resume or a statement of qualifications for all key personnel. Vendors must include a breakdown of the following:

1. The responsibilities of all key personnel assigned listed in order of their positions of seniority and responsibility in the firm.
2. The percentage of time that each key person will devote to this Standard Contract.
3. The level of responsibility or authority of each key person

For the purposes of these specifications, key personnel shall include the principals, partners, managers, and on-site supervisors who will be assigned to, and responsible for, the contract. All other staff will be considered support or administrative personnel. Key personnel assigned to the Contract must perform as designated except in the case of termination from the firm or other unavoidable circumstances. Vendors responding to these specifications shall be considered to have accepted this condition. During the period of performance, key personnel may be removed by the Vendor only upon prior written approval of the Department. A significant change in the key personnel listed in the Proposal prior to, or after, the execution of the Contract, which is unsatisfactory to the Department, shall be grounds for disqualification of the Proposal or termination of the Contract. The Vendor is required to notify the Department immediately in the event of the unavailability of any key personnel.

Although key personnel shall be responsible for ensuring performance under the Service Contract, no Vendor or employee of a Vendor shall directly or indirectly supervise any employee of Citizens Energy OHP. For the purposes of the contract “supervise” shall mean to direct the activities of a Citizens Energy OHP employee on a continuing or comprehensive basis, by either direct, verbal or written communication from the Vendor to the employee, or by indirect communication through a third party.

4.7 References

In this section, the Vendor shall list at least three business references. The references should be entities for which the Vendor has performed similar services, or services which otherwise demonstrate the Vendor's capability to perform the services under the Contract. The Department shall have the right to verify all references included in a Vendor's Proposal and to conduct any other reference or credit checks, as the Department deems appropriate. The Department may consider written references, including documented performance records of a Vendor on file at the Department or submitted to the Department during the procurement process.

4.8 Authorized Signatories of the Vendor

This section must include an original or certified copy of proofs of authorization for all authorized signatories. An authorized signatory is a legal representative who may execute contracts and legally bind a Vendor. The documentation attached by a corporation, partnership or other entity should also include an example of the signature of the authorized signatory that the Department may use to compare with the signature that appears on the Service Contract. If the documentation submitted does not contain an example of the signature of the authorized signatory, the signatory will be required to have his/her signature notarized on the Service Contract. The type of documentation attached to the Service Contract should be as follows:

1. Individual Vendors - require only a notarized signature on the Service Contract.
2. Corporations – a certified or true attested copy of a certification by the corporate clerk, with a corporate seal, or a certified or true attested copy of a board of directors vote stating that the signatory is authorized to execute contracts on behalf of the corporation. A corporate clerk who is also the President or authorized signatory may not self-certify as to authorized signatory status but submit documentation that has been independently notarized or certified.
3. Partnerships – a certification or true attested copy of a certification or other documentation, by the general or principal partners, that the signatory is authorized to execute contracts on behalf of the partnership.
4. Other Entities – must attach a certification or true attested copy of a certification that the signatory is authorized to execute contracts on behalf of the Vendor.

4.9 Sub-Vendors

This section must identify all Sub-Vendors and Proposed Telecom Vendors, including a description of their qualifications, experience, and number of staff and percentage time that will be devoted to this Service Contract. The Department must authorize any subcontract entered into by a Vendor for the purposes of fulfilling obligations under this Service Contract. A subcontract authorized by a Department shall not relieve

the Vendor of any duty, obligation, and responsibility of liability. Authorized subcontracts shall be in writing and contain provisions that are functionally consistent with and subject to the provisions, of the Standard Contract.

4.10 Pricing

The Department requests two separate pricing options for consideration. These two options must contain a minimum of these components as well as any determined sub-categories.

- Initiation Setup Fee
- Staffing
- Training
- Reporting
- IT

Each component and sub-component should be itemized by cost percentage IE: Initial setup costs AND per minute cost must be line itemized and total amounts given for each category.

The Department also requests a flat rate pricing option for the entire scope of the project including all anticipated costs. This pricing must also follow the cost breakdown format above.

5. MINORITY VENDORS, AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION

It is the policy of Citizens Energy OHP that small businesses, State Office of Minority and Women Business Assistance (SOMWBA) certified minority and women-owned businesses, and businesses or firms owned or controlled by socially or economically disadvantaged individuals with disabilities participate to the fullest extent practicable. Accordingly, large firms are encouraged to subcontract with small business enterprises, owned and controlled by socially or economically disadvantaged individuals, including women-owned and minority business enterprises.

5.1 Minority Vendors

Minority Sub-Vendors - Minority Sub-Vendors under this section must be identified in the Proposal, including the percentage of services to be performed by the Sub-Vendor(s). The Vendor may not replace such Sub-Vendors without the prior written approval of the Department. Evidence of certification as a small, minority or woman-owned business or individual must accompany the Proposal. Appropriate assistance may be obtained by contacting:

1. The Department Office of Minority and Women Business Assistance (SOMBA); (617) 727-8692; or
2. The Small Business and Purchasing Program (SBPP); (617) 727-4005.

5.2 Affirmative action

Pursuant to Executive Orders 227, 237, and 246, any Vendor receiving a Contract or other financial benefit of \$50,000.00 (fifty thousand dollars) or more shall be required to file an Affirmative Action Plan identifying its commitment to non-discrimination in employment and to procure goods, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities, and businesses owned and controlled by socially or economically disadvantaged individuals. The currently approved Affirmative Action Plan must accompany proposals for each participating firm.

5.3 Anti-Discrimination

Vendors and authorized Sub-Vendors shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, religion, creed, disability, or sexual orientation. Vendors and authorized Sub-Vendors shall comply with all relevant state and federal statutes and regulations prohibiting discrimination.

Vendors (employers) and authorized Sub-Vendors shall comply with all relevant state and Federal statutes and regulations prohibiting discrimination, including but not limited to The Americans with Disabilities Act, 42

U.S.C. 12101 et.seq., 28 CFR Part 35 or as amended; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et.seq.; Executive Orders 227, 237, and 246; MGL c.151B; and MGL c.272m § 92A and 98, and amendments to these provisions.

6. PROCUREMENT RULES

6.1 Corporate Certificates and Reports

The Vendor must certify that pursuant to MGL c. 156D, §16.22 (business and foreign corporations), c. 180, § 26A (non-profit corporations) and c. 12, § 8F (public charities), it has filed all certificates and reports with the Secretary of State and the Attorney General's Office.

6.2 Specification Amendment

The Department may, at a time prior to the award of a Service contract, and without penalty, amend these specifications or modify the procurement calendar as deemed necessary. The Department shall send by mail, facsimile or other electronic medium, notice of any such change to all Vendors on the Vendors list.

In the event it becomes necessary for the Department to make a significant change to the scope of these specifications, one that might result in encouraging additional Vendors to submit proposals, or make it advisable to seek additional Vendor Proposals, the Department shall have the option to amend or cancel these specifications and begin a new procurement.

6.3 Procurement Cancellation

The Department may, at any time prior to the execution of a Service Contract, and without penalty, cancel the procurement and reject all Proposals when a fair procurement has been compromised or when the Department determines that such action is in the best interests of the Department or Citizens Energy OHP. The Department shall provide written notice of cancellation, including the rationale therefore, to all Vendors who have submitted proposals. The Contract Manager shall have full discretion to allow Proposal corrections. Vendors shall not hold any press conference, make news releases or announcements concerning its selection or non-selection for a Service contract prior to the Department's public release of said information and then, only with the written approval of the Department.

All Proposals and related procurement documents shall become the property of Citizens Energy OHP upon receipt. Unless otherwise provided by law, written disclaimers by Vendor, including the identification of trade secrets in a proposal shall provide no exemption of ownership under this section. The Department shall retain these records for a period determined by Citizens Energy OHP.

6.4 Late Proposals

Proposals received after the deadline shall be automatically disqualified and the Department for any reason will not accept late proposals for consideration.

6.5 Non-responsive Proposals

Proposals which are not responsive or which fail to comply with material requirements of these specifications shall be deemed nonresponsive and be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any required item and those submitted in insufficient number or in incorrect format.

6.6 Collusion

Collusion by two or more Vendors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a Proposal or termination of a Service Contract.

6.7 Debarred Vendors or Sub-Vendors

A Vendor who is currently subject to any state or federal debarment order or determination, including but not limited to Executive Order 147, MGL c.152, §29F and MGL c.152, §25C, shall not be considered for evaluation by the Department. If a Vendor's Proposal is dependent upon the services of a named Sub-Vendor and the disqualification of the named Sub-Vendor would materially alter the Proposal, then that Proposal shall

be deemed unresponsive if the named Sub-Vendor is found to be debarred. Proposals that indicate that Sub-Vendors will be used but do not rely on a named Sub-Vendor shall not be deemed unresponsive

7 PERFORMANCE SPECIFICATIONS

7.1 General Description

Vendor will provide call center services to handle inbound call traffic generated from TV and Print advertisement campaigns. These campaign programs are categorized below:

- Inbound Customer Application Program
- Inbound and outbound Oil Dealer Support Program
- Inbound and outbound Customer Support Program

7.2 General Requirements

Vendor shall operate the call center system in accordance with federal and state laws and regulations during the contract period.

Vendor shall provide a turnkey, full service operation to include, but not be limited to, staff, data storage, work space, equipment, software, and phones, all computer and telephone related lines and cable. The Vendor is responsible for the installation of the cable/wire at the Call Center facilities.

Vendor shall have the capability to provide call center services on a 12 x 5 basis, excluding holidays and weekends using both IVR and live Customer Service Representatives. Normal business hours are 7:00 am – 7:00 pm Monday – Friday, except Holidays.

Vendor must have the ability to Responsible Agent (RESPORG) multiple toll free numbers and track by unique DID when required.

Vendor must staff a responsible agent 365 days per year 24 hours per day to accept trouble reports from Citizens Energy. For escalation purposes, a supervisor shall also be available on a 365-day/24-hour basis.

The Vendor shall be responsible for all work performed by sub Vendors.

The Vendor shall provide the following types of Call Center Services including but not limited to:

7.3 Key Criteria: Role, Function and Responsibility: VENDOR

- Inbound and Outbound Live Operator services,
- Service or Product Information,
- Scripted Information Dissemination,
- Collection of Applications
- Data Entry of Application/Form Information into Department CRM Database,
- Bilingual Service (Spanish/English),
- Voice Mail,
- Automatic Call Distributor (ACD),
- Interactive Voice Response (IVR),
- Email Correspondence,
- Call Center Overflow Capabilities;
- Reporting daily call volumes, IVR statistics, power outages and Vendor outages,

7.4 Call Center Operations

Vendor shall conduct call handling, and work with Department to develop effective call scripts for various projects. The Vendor shall provide, at a minimum, the following types of services:

- Order Calls – this includes the processing of all order calls.

- Information Calls – this includes all calls when information is referred to and information is captured from the caller, but an application is not submitted.
- Voicemail Calls/Interactive Voice Response (IVR) – this includes all calls (including application calls and information calls) that are retrieved from the voicemail or IVR system and recorded into the call system.
- Callback Calls – a callback occurs when the Information Specialist cannot readily answer or provide the requested information while speaking with the customer; therefore will arrange a callback at a later date and time with the caller.
- Repeat Calls – a repeat call occurs when a customer calls back to check the status of a previous request and additional information is required.
- Call Transfer – this occurs when a caller must be transferred to the Department to receive more specific information not currently provided by the Vendor.
- Out-bound call center/telemarketing – this service includes conducting telephone surveys to consumer and any other business deemed appropriate.
- Data Entry – keying the data of information received into the Department's CRM database
- Web transactions – this includes, at a minimum: receive and respond to e-mail messages, text chat sessions, and instant messaging, co-browsing and online forums.
- Provide data content and order input of calls, products and services into Department database.
- Provide real-time information processing and on-line reporting
- Provide on-going training to in-bound and out-bound Agents.

7.5 System Requirements

To optimize speed and decrease costs for data transfer, the System must use commonly acceptable industry-wide compression protocols to transfer all data between the call center systems and the remote department CRM systems. The system must provide a function that ensures that all data transferred between the call center computer and a remote location computer is processed entirely with the proper security measures.

The Vendor must provide information on the server(s) used for the centralized database, including the type of storage (for example RAID 5), provisions for controller redundancy, and mean times between failures of the processors and the disk subsystem. At a minimum, the centralized database should be able to continue operations if any single disk fails.

The system will support the archiving, retrieval with its graphic user interface, and purging of all appropriate data. The database(s) residing on the call center systems should be kept in an online mode for the length of the contract, except for archiving and retrieval purposes.

- The Call Center System must be compatible with TTY service for the hearing impaired.
- The Call Center System must prevent duplication of customer records. The Vendor must describe how this will be accomplished.
- The Call Center must be responsible for data entry accuracy.

- Vendor's interactive voice response (IVR) system shall, at a minimum, include processing calls in accordance with Department approved scripts and routing paths, application maintenance and monitoring of the Call Center's IVR system, IVR answering capabilities and Queue, providing multi-language (English and Spanish) service capability.

7.6 Performance Standards

The Vendor shall present itself to all customers as a unit of the appropriate Department, not as a private Vendor. The Vendor's role must not be apparent. Only Department names and logos will be permitted on information distributed to Call Center customers.

The Vendor shall provide staff exclusively dedicated to fulfilling the Departments stated requirements. Number of agents on staff must be a minimum of eighty (80) at all times.

The Vendor shall have the ability to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance of performance standards.

Established performance standards for call center/telemarketing services that must be maintained throughout the term of the contract in order to provide acceptable customer service and satisfy the scope of work under the contract. These performance standards are calculated monthly and listed below:

- Acceptable minimum rate for capturing information on "order calls" and "information calls" is 90% of all such calls.
- The Vendor must answer at least ninety-percent (90%) of all incoming calls, one hundred-percent (100%) if not dropped in IVR.
- Maximum abandoned call rate for Departments toll free lines is ten percent (10%) **per day**. The Department will not pay for abandoned calls.
- Calls are to be answered within two (2) rings.
- **Busy signals are not acceptable.**
- Calls must not remain in the queue for more than two (5) minutes waiting for the next available Information Specialist representative.
- Requested mailings must be postmarked within 48 hours of the request.
- The number of caller complaints about the Call Center service must be one percent or less of all incoming calls. Copies of all complaints and their resolution will be sent to The Department Vendor Manager and Call Center Program Manager within one week of the day the complaint was made.
- Vendor must evaluate monthly the sufficiency of the number of telephone lines installed and the number of persons answering the lines and provide a report to The Department Vendor Manager and Call Center Program Managers. As call volumes increases, the Vendor(s) shall install additional lines and/or equipment and add staff in order to meet contract call responses timeliness requirements (at the Vendor's expense).

The Department will monitor and review performance standards on a monthly basis. If any of the performance standards are not met, the Department will notify Vendor of the standard that is not in compliance, and, if necessary and so directed, Vendor shall submit a revised monthly invoice to The Department to reflect any liquidated damages.

7.7 Foreign Language

Vendor must be able to handle calls in at least two languages, English and Spanish. A minimum of 20% of the Call Center staff dedicated to The Department under the contract must have Spanish reading and speaking abilities.

7.8 Monitoring

Department reserves the right and shall be entitled to “On Site” as well as “On-Line” monitoring of Agents and call center operations at Vendor’s location. The Department Project Manager shall determine Timing and frequency of such monitoring.

7.9 Data Entry Service (Non-live phone calls)

Vendor will, by request, input (non-live phone calls) names, addresses, etc. into a database from applications, forms, mailing lists, or from voicemail (IVR), internet, or other sources. Vendor will update certain Call Records in the database

7.10 Call Scripts/Screens

Department in conjunction with Vendor shall develop all scripts and shall approve materials used in all projects.

7.11 Outbound Call center/telemarketing

At the direction of Department, Vendor shall conduct telephone surveys of customers, consumers, and any other businesses deemed appropriate by Department. Department shall develop the questions for each survey.

Vendor shall conduct all telephone surveys and electronically transmit the responses to the surveys and/or other information to Department. Vendor is to provide results of the telephone surveys on computer disks or CDs. Disks or CDs must be IBM compatible and submitted in delimited, blank-delimited, or fixed field-length (SDF) ASCII text formats.

7.12 Web Transaction

At the request and direction of Department, Vendor shall make available live chat representatives with the knowledge and skills to respond professionally to a variety of interactions including, at a minimum, e-mail messages, text chat sessions, instant messaging, co-browsing and online forums.

7.13 Meetings

The Vendor is required to meet monthly with the Department. During transition or other critical periods of the contracts, meetings that are more frequent will be required. Meetings are normally face-to-face and are held in Vendor’s headquarters. The Vendor shall provide accommodations for visiting department staff including appropriate cube space, telephone and data connections.

7.14 Disaster Recovery

Vendor shall have a disaster recovery plan to protect against possible service interruption due to an emergency event such as fire, floods, hurricanes, etc. Call center operations are to be up and running within five (5) minutes of the emergency event. Hot Site capability is required and must be demonstrated within the Vendor’s existing operating procedure.

Vendor shall have in place process and procedures for restoring service for situations where a reported service interruption cannot be resolved within four (4) hours and for services that cannot be restored within 48 hours. Service transfer capabilities and the lag time to implement must be described for both type of service outage scenario.

The plans must address how client applications will be submitted if the electronic system is down.

7.15 Staffing

Vendor shall provide and adjust staff levels to service the volume of calls as anticipated by the Department based on projections and schedules provided. Staffing shall consist of, at a minimum, the following labor categories:

- Account Manager – shall be the chief point of contact during the entire term of the contract. Responsibilities include managing Department programs on a regular basis by interfacing with internal staff, and technical staff to ensure responsiveness and program objectives are met. In developing new projects/campaigns, Department relies upon the Account Manager to provide input and recommendations where applicable and maintain quality assurance. Account Manager must have a minimum of three years experience in Telemarketing and must proactively analyze Department programs on an on-going basis to determine current and future requirements.
- Supervisor/Information Specialist Trainer – responsibilities include, at a minimum, floor supervision, ongoing training, debriefing on projects, daily monitoring and quality performance of the Information and Outbound Telesales Specialists. Supervisor must have hands-on telephone experience, a minimum of three years supervisory experience and work directly with the Account Manager to ensure success of the Department's programs.
- Inbound Agents - shall represent Department by answering its toll free lines, obtaining and giving information regarding Department programs and provide quality customer service. The Vendor shall first screen the personnel hired as Agents for diction, grammar, voice quality and articulation, proficiency with computer and customer service skills and experience. The skill level of this position is program/product knowledge intense, and Vendor shall provide measurable and predictable tools to this function. Inbound Specialists must be able to work on multiple programs simultaneously such as web-based application functions, out-bound activity, data entry, and/or assigned special projects. Agents must have at least one (1) year of customer service experience
- Outbound Telesales Specialists - shall possess professional telephone etiquette, voice quality and interact spontaneously with mental agility, enthusiasm and ability to "close the sale". Outbound calls are not a daily occurrence, but may be required at times by Department bound Specialists should be able to work on multiple programs simultaneously such as web-based application functions, out-bound activity, data entry, and/or assigned special projects.
- IT Specialist Function – responsibilities include, but are not limited to, troubleshooting and resolving any issues or concerns that arise regarding the connectivity between the call center and the database system. The IT Specialist will also provide general troubleshooting of the call module in the areas of call center user accounts and call reports both of which are key functionality of the call module.
 - Telecommunications Specialist Function– responsibilities include, but not limited to, interface with telecommunication Vendor to obtain toll free 800 numbers, assign DNIS numbers for specific campaigns and/or transfer toll free 800 numbers where applicable on behalf of the Department. Telecommunications Specialists should have a minimum of three years experience working with Telecommunications Vendors.

Throughout the life of the contract, Vendor shall provide a Project Management Team to implement the Department's Call Center program and guidelines. The Project Management Team at minimum will consist of the Vendor's Account Manager and the Supervisor/Information Specialist Trainer

The Vendor's Project Management Team is considered key personnel. The Vendor shall not divert such personnel to other projects without:

- Notifying the Department thirty (30) days in advance
- Providing information demonstrating that the proposed replacement candidate(s) possess comparable qualifications and experience.
- Obtaining the Department's written approval of the replacement candidates.

In the event that any of the personnel in the above positions leave the Vendor's employment, the Vendor shall:

- Notify the Department and submit within five business days following the Vendor's receipt of the employee's resignation notice, a recruitment plan that provides for filling the vacancy within thirty (30) days of the employee's resignation notice and how the position will be covered by existing staff pending the completion of recruitment.
- Provide information demonstrating that the proposed replacement candidate possesses comparable qualifications, experience, and obtain the Department's written approval of the replacement candidate.

7.16 Training

ALL TRAINING COSTS ARE THE VENDOR'S RESPONSIBILITY. The Department will not accept any separate invoicing for training and/or associated expenses, unless specifically authorized and agreed to by each Department IN ADVANCE and in writing.

Agents are required to receive 16hr or equivalent product specific knowledge training. In addition, training will be provided for special event-based requirements. Vendor's Supervisor/Trainer shall work with the Department to review Department's current training manual. ALL AGENTS ARE REQUIRED TO PASS TRAINING REQUIREMENT.

Upon award of the Contract, Department trainer shall conduct an initial up to two- week training program where indicated and needed, which will consist of product knowledge system training for the Call Center Supervisor/Trainer and Agents before answering calls. Once the Supervisor/Trainer has completed initial training, ongoing training will be Vendor responsibility to provide all training for any new Agents hired during the term of the contract.

The Vendor shall train and manage staff assigned to the Call Center as follows:

- Develop, conduct and maintain a comprehensive and continuous training program providing Agents with the appropriate knowledge and current information to perform services required by the Department.
- Ensure that all staff is trained in federal, state and local policies, procedures and Department operations, with approval/agreement by the Department.
- Develop and update training manuals and training records for the Department's review approval.
- Provide copies of all training materials to the Department on an ongoing basis.
- Implement a procedure and schedule for ongoing training, refresher training and has a dedicated trainer onsite to conduct training that will be monitored by the Department.
- Conduct training that would include (but not be limited to):
- Sensitivity awareness training
- Projecting positive and helpful attitude
- Communicating with confidence and competence
- Adhere to confidentiality policies and procedures
- Customer Service Enhancement

Vendor(s) must provide training to their staff to maintain continued effective operation of the Call Center replacement staff and refresher or update training as needed.

The Department shall update the Supervisor/Trainer on an as needed basis concerning policy updates. The Department will provide current desk reference guide material and other reference information as needed.

Any training required for new projects, new subject matters and certain familiarization throughout the term of the contract shall be at the cost and responsibility of Department. Whenever new projects are introduced, the Account Manager and the Supervisor/Trainer shall evaluate the quality standards and time required to train the Agents. Training can be formal in terms of an actual “classroom setting” or “on-the-job” training as part of the Supervisor/Trainer’s responsibility. Training shall consist of, at a minimum:

- Introduction and purpose of the project
- History or project background information
- Product familiarity, Call content/project knowledge
- Script familiarity
- Role-play activities
- Production and Quality measurement criteria
- Oral Quiz
- Written test
- Review

Training will be conducted at Vendor’s location, Department offices, or at other locations designated by Department.

7.17 System Troubleshooting

The Vendor(s) shall correct all system problems and application problems under its control within (2) hours of detection. Any problems related to system functionality (i.e., hardware, lines, etc.), which are not under Vendor control, must be reported to the Department immediately upon detection.

Vendor is required to provide troubleshooting and connectivity issue resolution between the call center and database systems. The Vendor shall provide general troubleshooting of the call module in the areas of call center user accounts and call reports both of which are key functionality of the call module.

The Vendor(s) shall notify the Department two calendar weeks in advance, by confirmed e-mail, phone or fax of any planned service outages that may affect the Department’s services provided, or describe alternate plans.

7.18 Quality Control

Vendor line supervisors will monitor a minimum of ten-percent (10%) of all calls received by agents for quality control. A monthly report of recorded results will be submitted to The Department Vendor Manager

The Vendor shall facilitate and allow the Department and Department Call Center Program Manager access to Vendor’s screen data displaying real time call center telephone activities (all volume, number of calls in queue, waiting time, available staff, etc.) This screen availability system shall be available on equipment housed at The Department Vendor Manager and Department Call Center Program Manager’s offices.

The Vendor shall verify credentials of authorized Department audit personnel prior to any quality control audit these audit reviews will incorporate but are not limited to the following:

- Review the Vendor’s compliance with contract terms, system specifications, pertinent federal, state, and local laws and regulations, and administrative and program documentation.
- Review invoices for accuracy.

The Vendor shall be notified in writing, through the Department, of the results of any audits. The Vendor shall respond in writing and correct any deficiencies noted by the auditor as specified in this RFP.

7.19 Transition

The incumbent contract terms expires on October 15th 2008. The new contract will begin on December 1st 2008. Therefore, “transition-in” of services shall begin at contract award and be completed by November 15th 2008, to include transfer of all data and services. Describe transition-in plan in detail in technical proposal.

The Transition Plans must include, but not be limited to the following:

- Address all legal regulations and requirements
- Listing/obtaining of office space, furniture, equipment, telephone and data lines
- Installation of any furniture, equipment, telephone and data lines
- System Security and Security aspects related to a safe environment for staff and customers
- Transfer and organization of documentation
- Transfer of electronic data
- Coordination of enabling or disabling of logon IDs
- Establishing or terminating contracts for other services
- Implementation of standard operating procedures, generally accepted accounting procedures, generally accepted audit standards, and security over the computer system
- Training of staff
- Risk analyses and their proposed solution(s), and their assessment for the transition
- Transfer of services including cutover dates
- The End-To-End Performance Testing Period*
- Staffing
- Hardware and/or Software Tools
- Hardware and Software platforms utilized

7.20 End-To-End Performance Test Period

The end-to-end performance test period will begin during the transition period. The end-to-end performance test period shall be to test complete business processes as required for the utmost reliability of the Call Center, and shall include at a minimum:

- Testing with existing system applications and services as appropriate;
- Validate system set-up for transactions and user access;
- Confirm use of system in performing business processes;
- Verify performance of business critical functions;
- Confirm integrity of business process, data, services, security, and end-products;
- Verify all requirements of the RFP have been met; Speed of performance; Rate of errors or failures;

If it is determined that the scheduled End-To-End Performance Test Period does not allow for all business processes to be tested (i.e. rounds, inspections, audits), then the Vendor will, at no charge to the Department, provide all resources necessary to correct the problems of the system and services for an additional period, until the system is free from performance problems and meets all specifications as defined in this RFP. If performance problems or specification problems continue, liquidated damages may be assessed.

The Vendor is also required to provide a “Transition-Out” plan as an end-of-contract transition prior to the conclusion of the contract awarded as a result of this RFP. This Plan shall document and demonstrate how the call center services and operations will be transferred to a potential new Vendor. In addition to this Transition-Out Plan, the Vendor shall be required to document all hardware

and software platforms, scripts, business processes, databases, hardware architecture, tools, etc., used in their operations. The Vendor shall provide technical support to ensure a smooth, effective, reliable transition.

7.21 Ownership of Data

All Department data stored on Vendor's servers or other equipment is owned by The Department and must be provided to The Department and/or a designated future Vendor upon request by the Department. The Department reserves the right to determine the format in which the data is transferred.

All data provided to the Vendor remains the property of the Department. All data generated during the performance of the contract are the property of Department. All Department owned data must be used only for the purposes of administering the Call Center System. The data will not be utilized for any other purpose, commercial or otherwise, unless specifically authorized by the Citizens Energy.

7.22 Security

The Vendor will comply with all industry best practices regarding data and call security. Primary objectives are:

- To establish a secure environment for the processing of data
- To reduce information security risk
- To communicate the responsibilities for the protection of information

All Vendor personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of Department;
- Exercising due diligence in carrying out the Department's IT Security Policy;
- Being accountable for their actions relating to their use of all IT Systems and Internet Access; Using IT resources and Internet Access only for intended purposes as defined by policies, laws and regulations of the State.

With this in mind, the Vendors shall include in their methodology requested above for electronic invoicing capability the following:

- Access control to provide documents to authorized people
- Appropriate levels of access, without compromising confidentiality, privacy or security
- Broad availability and comprehensive security
- Search, retrieve and view documents with any web browser
- Printing of viewed documents
- System of access control, function rights, redaction level security, and audit trails
- System administration of security controls to folders and documents, including redacted documents
- Hardware independence
- Ensures integrity, reliability, and accuracy
- The ability to integrate with Public Key Infrastructure (PKI) or digital signature software.

7.23 Reports

The Vendor will have in place a comprehensive call flow and intelligent routing process. The Call Center System must have the capability of generating customized reports. This customized report generator must be Windows based. The reporting software must have real-time access to all of the System's data.

Vendor shall generate reports to evaluate Department programs and services system effectiveness. Such reports shall be produced individually or combined and shall be provided on a daily, weekly, monthly, quarterly, semi-annual, annual basis and/or by special request. Reports shall be submitted on-line to the Department and Department Program Managers. Reports monitoring call traffic and other reports must also be available for Department Program Managers via on-line, electronic

transmission, modem, on DVD or CD, etc. DVD's or CDs must be IBM compatible and submitted in delimited, blank-delimited, or fixed field-length (SDF) ASCII text formats. Reports shall include, at a minimum:

- ACD Reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average answered, average abandoned, ACD down time, average ACD talk time (seconds), maximum answered, total ACD talk time (seconds), total not ready time, total down time, total wait time, total staff time, customer service staffing level per hour
- Call volume reports - number of calls during each hour, number of abandoned calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received, etc.
- Performance Reports – system down time, monthly turnover rate, average time in queue, average call duration per Department, number of calls handled per hour, number of staff on duty daily, and number of calls transferred to agencies, problem/complaint resolution log
- Abandoned rate reports
- Trouble (Maintenance) Report
- Other information the Department and Department Program Managers may request to monitor and control this contract.

7.24 Liquidated Damages

It is critical to the success of the Department's programs that services be maintained in accordance with the schedules agreed upon. It is also critical to the success of the Department's programs that the Vendor operates in an extremely reliable manner.

It would be impracticable and extremely difficult to fix the actual damage sustained by The Department in the event of delays in service, reporting, and contacting key Vendor personnel on scheduled work and provision of services to the citizens of the participating State.

The Department and the Vendor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Vendor agrees that in the event of any such delay, the Vendor shall pay such amount as liquidated damages and not as a penalty. Citizens Energy, at its option for amount due The Department as liquidated damages, may deduct such from any money payable to the Vendor or may bill the Vendor as a separate item

Liquidated Damages for Unsuccessful or Delayed Transition-In versus representation in the Vendors Plan will be addressed by the Department commensurate with severity of problem and may result in forfeiture of contract.

Liquidated Damages for interruption of Service:

Reliability of the service of the Vendor network is of the essence. Downtime on any part of the contracted service must be minimized by prompt response and corrective action within two clock hours of the detection of a loss of service of the network by either the Department or the Vendor. If the Vendor fails to return service of the network within the two hours, then The Department may assess liquidated damages in the following amounts:

Beginning with the third hour and for any successive hour or portion thereof without service of the network, an assessment of \$1500.00 per hour or portion thereof will be made against the Vendor.

Liquidated Damages for failure to deliver reports:

Beginning with the first business day and for any successive day or portion thereof a report is past due, an assessment of \$1500.00 per day or portion thereof will be made against the Vendor.

Liquidated Damages for failure to keep contact information up to date or meet contact times:

Beginning with the first hour and for any successive hour or portion thereof, the Vendor fails to be in contact with the Department Contract Manager for all emergencies, an assessment of \$1500.00 per hour or portion thereof will be made against the Vendor.

Beginning with the first business day and for any successive day or portion thereof the Vendor fails to be in contact with Department Contract Manager concerning questions and resolutions of billing issues, an assessment of \$1500.00 per day or portion thereof will be made against the Vendor. Beginning with the first business day and for any successive day or portion thereof, the Vendor fails to be in contact with the Department Contract Manager concerning routine service ordering, an assessment of \$1500.00 per day or portion thereof will be made against the Vendor.

Liquidated Damages for performance standard failures:

\$1500.00/day per infraction

When liquidated damages are assessed against the Vendor, the Department will provide written notice of the reason and how the liquidated damages were calculated.

The Vendor will not be assessed liquidated damages when the interruption of service or failure to perform described services arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of The Department in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Vendor.

If the failure to perform is caused by the default of a sub Vendor, and if the default arises out of causes beyond the control of both the Vendor and sub Vendor, and without the fault or negligence of either of them, the Vendor shall not be liable for any excess costs for failure to perform unless substitute performance for the sub Vendor was obtainable from another source in sufficient time to permit the Vendor to meet the performance schedule.

The Department reserves the right to evaluate any and all such cases to deem the appropriate cause(s).

8. BUSINESS REQUIREMENTS

8.1 Support Personnel Requirements

The Vendor agrees to provide system maintenance personnel that are fully trained, certified or show equivalent experience on maintenance of the proposed solution to the contracting Eligible entity. The Vendor must provide, in its response, the following information regarding its maintenance personnel:

- The number of maintenance service technicians available to service the Vendor's accounts.
- A description of how support personnel are trained by the system manufacturer.
- A description of how support personnel are kept updated on new product releases and functionality.

All support personnel assigned to service systems installed must have a minimum of six (6) months of field experience following the date of manufacturer certification. The Vendor agrees to comply with this experience requirement.

The Vendor agrees that all support personnel shall be familiar with the requirements of this RFP document in order to ensure that the Vendor's maintenance team will perform all required maintenance tasks specified in this RFP.

The Vendor agrees to ensure that all support personnel assigned are fully equipped to perform the maintenance duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required maintenance service without requiring the Department to supply such items.

The Vendor agrees to ensure that all support personnel assigned to the Department are dressed in a professional manner and possess company photo identification.

All Vendor personnel, upon entering the contracting premises, must inform the designated contact of his/her arrival. The Vendor must also inform the designated contact when leaving the premises. All Vendor personnel must comply with all security requirements of the contracting facility at which they are performing system maintenance services under this contract including the signing of required log in/out forms.

The Vendor's maintenance personnel must conduct themselves in a professional manner during any required system maintenance. Citizens Energy OHP reserves the right to request the re-assignment of any maintenance personnel they believe are not performing in a proper or professional manner. Should such reassignment of maintenance personnel be requested, the Vendor must provide replacement personnel immediately in order to ensure proper system maintenance.

Some locations may require additional security procedures of all Vendors. The Vendor must agree to provide maintenance personnel who will agree to these required security procedures, which may include such items as standard background checks, and strict tool count requirements. All facilities are considered "smoke free". The Vendor must agree to inform its maintenance personnel of such non-smoking regulations and enforce such at the locations.

8.2 Access to Support and Problem Reporting

The Vendor must provide a toll free telephone number for the reporting of system maintenance issues. This telephone number must be staffed to receive trouble reports twenty-four (24) hours a day, seven (7) days-a-week, three hundred and sixty five (365) days a year. The Vendor's support center will be the Single Point of Contact for the reporting of system support issues. The Vendor must not refer the reporting individual to another maintenance center or reporting telephone number, but must escalate within its organization until it resolves the reported issue.

8.3 Response to Support Calls

"Response" to a support call requires that the Vendor begin remote testing of the installed system or have a qualified technician, suitably equipped to service the installed system, on site at the reported location. After receipt of the system problem report, the Vendor must notify the reporting individual (by the required response times outlined in this section of the RFP document) that it has completed remote testing and/or when a qualified service technician will be on site to facilitate repair of the affected service.

8.4 Support Categories

The Vendor must agree to comply with the following support categories:

1. Critical – a major impact to business operations or critical device is off line.
2. Functional – service to a business area is degraded.
3. Administrative – information relative to areas of responsibility is requested.

8.5 Critical Support Requirements

The Vendor must meet or exceed the following when providing critical support:

Vendor must acknowledge receipt of notification and begin assessment within 30 minutes

Vendor must provide reports or records to confirm compliance with the 30-minute response requirement

Should the affected device not be repaired via remote access within 60 minutes of the notification, the Vendor must have a qualified technician onsite within 2 hours of the initial notification. Should the responding Vendor personnel be unable to make a determination of the cause within four (4) continuous hours, the Vendor is required to escalate service call to more senior personnel.

The Department understands the tentative nature of the devices and that not all repairs may be completed within a set period. Thus, the Vendor is required to meet all response times listed. In regards to restoring the system to normal operating status, the Vendor is required to use commercially reasonable efforts to repair the system within four continuous hours of the initial notification. In the event the Vendor experiences extraordinary obstacles in its efforts to repair the system within the 4 hours, the Vendor must notify the Department and provide a detailed plan of repair, including the provisioning of alternate equipment or services.

8.6 Functional Support Requirements

The Vendor must meet or exceed the following when providing functional support:

1. Vendor must acknowledge receipt of notification and begin assessment within 30 minutes
2. Vendor must provide reports or records to confirm compliance with the 30 minute response requirement
3. Should the affected device not be repaired via remote access within 60 minutes of the notification, the Vendor must have a qualified technician onsite within 4 hours of the initial notification
4. Should the responding Vendor personnel be unable to make a determination of the cause within four continuous hours, the Vendor is required to escalate service call to more senior personnel.
5. The Department understands the tentative nature of the devices and that not all repairs may be completed within a set period. Thus, Vendor is required to meet all response times listed. In regards to restoring the system to normal operating status, the Vendor is required to use commercially reasonable efforts to repair the system within four continuous hours of the initial notification.
6. In the event the Vendor experiences extraordinary obstacles in its efforts to repair the system within the 4 hours, the Vendor must notify the Department and provide a detailed plan of repair, including the provisioning of alternate equipment or services.

8.7 Administrative Support Requirements:

1. Vendor must acknowledge receipt of notification and begin assessment within 8 hours
2. Vendor must provide estimated completion date within 16 hours of request Routine Maintenance

The Vendor must establish a routine maintenance schedule for each system listed in this RFP. The Vendor must describe in writing its maintenance program and a list of items performed during such scheduled maintenance. The Vendor must submit desired maintenance windows to the Department for approval.

9. EVALUATION CRITERIA AND SELECTION PROCEDURE

9.1. Evaluation Criteria

Evaluation of the proposals will be performed by a committee that is organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Vendor that is most advantageous to the Department, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price.

9.2. Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Vendor's Past Work Performance, Experience/References and Stability. Vendor provided information regarding experience and capabilities that illustrate the Vendor's ability to successfully meet the requirements of this RFP. Past experience, transition plan and execution, with similar requirements will also be evaluated.

- Comprehensive Plan - Vendor's demonstrated ability to meet the scope of work and requirements for service as outlined in RFP. Vendor's response to service requirements in the RFP that illustrates a comprehensive understanding of the requirements that include an explanation of how the service and/or process will be done. Responses such as "concur" or "will comply" will receive a lower evaluation ranking than those Vendors who demonstrate they understand service requirements and have a plan to meet or exceed them.

- Project Management Team

- Financial stability and capability

9.3. Financial Criteria

All qualified Vendors will be ranked from the lowest to the highest price based on their total price proposed.