



California Health Benefit Exchange

California Health Benefit Exchange HBEX 13: Request for Proposals

Outside Legal Counsel

[Addendum 1](#)

~~October 25, 2012~~

[November 5, 2012](#)

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1. INTRODUCTION

1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). To submit a Proposal to provide the requested services, you must comply with the instructions contained in this document, as well as the requirements stated in the Scope of Work (SOW), Contractor Response Guidelines, and Attachment 2-D: Cost Worksheet. By submitting a proposal, your company agrees to the terms and conditions stated in this RFP.

This is a time and materials contract for outside legal counsel only.

Read this document carefully. The proposal due date is November 14, 2012 by noon. Responses to this RFP must be submitted to the California Health Benefit Exchange (Exchange) contact noted in Section 1.3 below.

1.2 Key Dates

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

KEY ACTION DATES

Release RFP Date:	October 25, 2012 at 4PM
Questions Due Date:	November 2, 2012 by noon
Response to Questions Due Date:	November 7, 2012 by 4PM
Proposals Due Date:	November 14, 2012 by noon
Estimated Interviews Date (optional):	November 19 through 21, 2012
Notice of Intent to Award	November 28, 2012 by noon
Estimated Term Dates:	December 1, 2012 through December 31, 2014

1.3 Contact

Kelly Long
California Health Benefit Exchange
E-mail address: hbexsolicitation@hbex.ca.gov
560 J Street, Suite 290
Sacramento, CA 95814

Four copies of the Proposal are due by the stated deadline to the contact at the mailing address above.

1.4 Bidder's Questions

Bidders shall submit any questions regarding this RFP by the due date specified in the Key Action Dates table on the cover of this RFP. Only e-mail inquiries addressed to the contact person listed on the RFP cover will be accepted. Bidders shall provide specific information to enable the state to identify and respond to its questions. When submitting inquiries, please reference RFP number: HBEX 13. At its discretion, the Exchange may contact an inquirer to seek clarification of any inquiry received. Bidders that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP, shall submit a proposal at their own risk.

1.5 Submission of Final Proposals

1. Preparation: Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.
2. Bidder's Cost: Costs for developing proposals or attending Bidder conferences are entirely the responsibilities of the Bidder and shall not be chargeable to the Exchange.
3. Completion of Proposals: Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all items required in the RFP.
4. False or Misleading Statements: Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the Exchange, such information was intended to mislead the Exchange in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

1.6 Format of Proposals

This RFP requires Bidder(s) to submit a final phase proposal(s) that shall contain all required Administrative and Technical Attachments and Exhibits and submitted in a sealed envelope/container when shipped to the Exchange by the dates and times shown in Section 1.2 Key Dates. The sealed package must be plainly marked with the (1) RFP

number and title, (2) firm name and address, and (3) must be marked with “DO NOT OPEN”, as shown in the following example:

**RFP HBEX13
Outside Legal Counsel
Attention: Kelly Long
California Health Benefit Exchange
560 J Street, Suite 290
Sacramento, CA 95814**

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

Bidder shall submit a minimum of four (4) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope/Container. One (1) set shall be titled as being the Master copy and the remaining three (3) as additional copies. Bidder are encouraged to provide a CD ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies.

Bids not submitted under sealed cover will be rejected.

1.7 Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. The Exchange may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The Exchange's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded a contract. **FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION C.I. KEY ACTION DATES OR NOT SEALED, WILL BE REJECTED.**

1.8 Errors in Final Proposals

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

1. If the Bidder's intent, as determined by the Exchange, is clearly established based on review of the complete Final Proposal submittal, the Exchange may at its sole option correct an error based on that established intent.
2. The Exchange may at its sole option correct obvious clerical errors.

3. The Exchange may at its sole option correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Proposal submittal, the Master Copy shall have priority over additional copies.
4. A bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
5. A bidder may withdraw its bid by submitting a written withdrawal request to the Exchange, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
6. The Exchange may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum to all parties.
7. The Exchange reserves the right to reject any/all bids. The Exchange is not required to award an agreement.
8. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
9. No oral understanding or agreement shall be binding on either party.

1.9 Protest

A protest may be submitted according to the procedures set forth below. If a vendor has submitted a proposal which it believes to be totally responsive to the requirements of the solicitation process and believes the proposer should have been selected, according to Section 6.3 - Evaluation Criteria, and the proposer believes the Exchange has incorrectly selected another proposer for the award, the proposer may submit a protest of the selection as described below. Protests regarding selection of the “successful proposer” will be heard and resolved by the California Health Benefit Exchange’s Executive Director.

All protests must be made in writing, signed by an individual who is authorized to contractually bind the proposer, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support their claim. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery. The final day to receive a protest is five calendar days after vendor selection. Protests must be mailed or delivered to:

Mailing Address:
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
560 J Street, Suite 290
Sacramento, CA 95814

1.10 Disposition of Bids

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

1.11 Agreement Execution and Performance

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

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

2. MINIMUM QUALIFICATIONS

2.1 Respondents Minimum Qualifications

The individual identified in this Statement of Work must have knowledge in the following areas:

1. Existing and expected federal laws and regulations related to healthcare including, but not limited to, the federal Affordable Care Act (ACA).
2. Existing and expected California laws and regulations related to the implementation of healthcare, including, but not limited to, the California Patient Protection and Affordable Care Act.

The individual identified in this Statement of Work must have experience in the following areas:

1. Other states' implementation of health care reform.
2. Creating policies that protect state and federal interests.

2.2 Reassignment of Personnel

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

2.3 Requirement to File a Statement of Economic Interests

1. In accordance with Title 10, California Code of Regulations, Section 6400, the Contractor is required to complete a Statement of Economic Interests (Form 700) on an annual basis <http://www.fppc.ca.gov/index.php?id=500>
2. Contractor's Contract Manager and any professional-level employees and/or subcontractors engaged in performing the consulting tasks described in this Agreement shall complete and submit a Form 700 to the Exchange Contract Manager.
3. On an annual basis during the term of this Agreement, the Contractor and the same individual and any new professional-level personnel or subcontractor must complete and return a new Form 700. All subsequent forms must be received before the expiration of the initial Form 700. Noncompliance shall be cause for termination of this Agreement.

3. SCOPE OF WORK

3.1 Statement of Purpose

The purpose of this contract is to provide the Exchange with legal counsel as necessary to interpret, predict, and comply with regulations and guidance from the federal government in relation to the implementation of the federal Affordable Care Act.

3.2 Background

Federal regulations and guidance are lacking in certain key areas affecting policies and procedures the Exchange must adopt soon. As a result, the Exchange must, of necessity, base decisions on its interpretation of federal law and in anticipation of what

Center for Medicare and Medicaid Services (CMS) ultimately will decide. Under these circumstances, the Exchange needs advice from outside counsel to help design the policies and procedures in accordance with the best understanding of existing federal law.

3.3 Reference Documents

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

3.4 Project Tasks and Deliverables

The following are general tasks for the purpose of Contractor Proposal development. The Contractor is expected to include additional tasks required to deliver successful outside legal counsel. Note that each high level task results in one or more associated deliverables. The Exchange will pay the Contractor upon acceptance of the specified deliverables. The Exchange will provide the Contractor with an Exchange Project Manager who will serve as the Contractor's primary point of contact on contract-related issues. The Contractor will work closely with the Exchange's Legal Counsel, and other staff or contractors responsible for the successful implementation of these tasks.

Task 1 – Legal Consultation Services

1. Contractor shall attend meetings as necessary to provide consultation services on legal matters related to implementing the ACA.
2. Contractor shall be available by telephone as necessary to provide consultation services on legal matters related to implementing the ACA.
3. Contractor shall be accessible via e-mail as necessary to provide consultation services on legal matters related to implementing the ACA.
4. Contractor shall provide advice letters to the Exchange on legal matters related to implementing the ACA.

Task 2 – Legal Opinions

1. Contractor shall write formal legal opinions on implementing the ACA. As directed, Contractor shall review and analyze applicable laws and the Exchange’s implementation strategies to determine, in the Contractor’s professional opinion, whether they:
 - a. Conform to existing and expected federal and state requirements;
 - b. Sufficiently protect state and federal interests; and
 - c. Use experiences from other states’ implementation of health care reform.

Deliverables

The Exchange requires that all deliverables be delivered in the time frames described below. The Exchange will review all deliverables for format and content and provide the Contractor with formal written deficiency findings. The Contractor will be responsible for resolving all identified deficiencies from the Exchange. Upon resolution of these findings and written acceptance by the Exchange, the deliverable will be accepted.

Task	Deliverable	Completion Date
1.0	Consultation Services	
1.1	Attend Meetings	As required and directed by the Exchange.
1.2	Participate in Telephone Conferences	As required and directed by the Exchange.
1.3	Respond to E-mail Inquiries	As required and directed by the Exchange.
1.4	Write Advice Letters – Legal Matters	As required and directed by the Exchange.
2.0	Opinions	
2.1	Legal Opinions	As required and directed by the Exchange.

3.5 Contract Completion Criteria

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

3.6 Deliverable Acceptance Criteria

All concluded work must be submitted to the Exchange for review and approval or rejection. Payment for all tasks performed under this Statement of Work will be by deliverable. It will be the Exchange's sole determination as to whether a deliverable has been successfully completed and is acceptable.

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

Deliverable acceptance criteria consists of the following:

1. Deliverable-specific work was completed as specified and the final deliverable product/service was rendered.
2. Plans, schedules, designs, documentation, and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to the Exchange.
5. If a deliverable is not accepted, the Exchange will provide the reason, in writing, within ten business days of receipt of the deliverable.

3.7 Outside Legal Counsel Contractor Minimum Requirements

3.7.1 Contractor Qualifications

Contractors must demonstrate at least three years of experience performing the services described in this RFP, including detailed evidence that their organization has previous experience with similar services on projects of a similar scope and range as the project specified in this RFP. In addition, to be considered for additional solicitation activities, Contractors must demonstrate the capacity to work on multiple projects simultaneously through disclosure of personnel and other resources that would be responsible for additional solicitation related work, if the opportunity arose.

The following are desirable Contractor qualifications:

1. Experience in consulting state agencies.
2. Experience in implementing, preparing, and strategizing for health reform on a statewide level.

3.7.2 Engagement Team Qualifications

Contractor must demonstrate that staff assigned to the project possess the experience, education, knowledge, and skills required to perform the SOW described in this RFP.

3.8 Contractor Roles and Responsibilities

The Contractor is expected to:

1. The Contractor shall store all work products and deliverables on state local area network (LAN) storage devices at all times. The most current version of all work products and deliverables must be continuously available for the Exchange to review at all times. If the Contractor does not have access to a state LAN storage device, daily transmission of all work products and deliverables will be made to the contract manager or as mutually determined by the Contractor and the Exchange Contract Manager.
2. The Contractor will designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Exchange to ensure understanding of the responsibilities of both parties.
3. The Contractor shall comply with all applicable Exchange policies and procedures.
4. Prior to termination of the Agreement, the Contractor shall return all Exchange property, including security badges.
5. The Contractor must complete, and the Exchange may accept, the deliverables specified in this SOW (see Section E, "Overview of the Deliverable Review and Acceptance Process" for details on the Exchange deliverable review and acceptance process).
6. If a contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel must meet all Contractors Requirements as stated in Section E of the Agreement and Exhibit F shall be submitted and prior approval must be received by the Exchange.

3.9 The Exchange's Roles and Responsibilities

The Exchange will:

1. The Exchange shall designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. The Exchange shall make subject matter experts available to the Contractor to provide state business and program expertise for the term of this Agreement.
3. The Exchange will provide information regarding the business structure of the Exchange as required by the Contractor to provide the services under this SOW. The Exchange will provide information as required by the Contractor to perform its

responsibilities and schedule the availability of the Exchange personnel for interviews as required by the Contractor.

4. The Exchange will provide timely review and approval of the information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this SOW.

3.10 Project Assumptions and Constraints

1. The Contractor's work hours must be consistent with the Exchange's key staff on-site. The Exchange's normal business hours are 8:00 AM to 5:00 PM PST, Monday through Friday, except for standard holidays.
2. No overtime pay will be authorized for non-standard work hours.
3. Any modifications to tasks within the SOW of this contract will be defined, documented, and mutually agreed upon by the Contractor and the Exchange's Project Manager prior to starting work on the modified task. Amendments to the contract for tasks within the SOW are limited to an extension of time or tasks directly related to solicitation management as outlined in this SOW.
4. The Exchange's Project Manager reserves the right to renegotiate the services deemed necessary to meet the needs of this project according to the Exchange's priorities. The Exchange and the Contractor must mutually agree to all changes. Renegotiated services outside the scope of the original contract will require contract amendment prior to commencement of work.
5. The work location will be at the Exchange's office at 560 J Street, Suite 290 Sacramento, California 95814. Some work may be performed remotely. The Contractor must specify which work will be performed on-site or remotely.
6. The Exchange and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to the Exchange's Project Manager and the Contractor's engagement manager, respectively, within 48 hours of becoming aware of the problem.

3.11 Contract Engagement Period

The term of this contract is from award to December 31, 2014, or until deliverables have been met; whichever is later.

3.12 Travel

The Exchange will reimburse the Contractor at the rates in use by the State of California for its represented employees. Receipts will be required. Any travel deemed necessary for the project must be approved in advance by the Project Manager.

The cost of any travel must be included in the hourly rates specified in the Cost Worksheet submitted with the Contractor's Proposal; it will not be separately reimbursed.

3.13 Payment and Invoicing

Payment to Contractor is contingent upon the Exchange's receiving funding from the Federal government. The Exchange shall bear no liability or responsibility for payment to Contractor, even for services provided and delivered, in the event payment to the Exchange from the Federal government is delayed, suspended, or terminated.

Payment to the Contractor will be contingent upon Exchange approval of each monthly invoice by the Exchange Legal Team. This is an hours-based, maximum fixed-price Agreement. The hours projected for each identified deliverable will be used to assess the reasonableness of the Contractor's Proposal. The Contractor may invoice the Exchange monthly upon performing services to the Exchange's satisfaction. The Contractor may not invoice the Exchange for any costs exceeding the maximum amount identified to complete a deliverable.

4. PROPOSAL RESPONSE CONTENT

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

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

1. Administrative Requirements
2. Understanding and Approach
3. Resumes
4. References
5. Costs
6. Contractor Qualifications
7. Engagement Team Qualifications
8. Project Management and Approach
9. Understanding and Description of the Tasks to be Performed (Work Plan)

4.1 Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” may not be accepted. All documents submitted in response to this RFP will become the property of the State of California. Government Code Section 100508(a)(1) exempts from disclosure under the Public Records Act all deliberative processes, communications, or portions of negotiations with entities contracting or seeking to contract with the Exchange and entities with which the Exchange is considering a contract. Included within the exemption are score sheets and proposals submitted by Vendors for purposes of competing for a contract.

5. PROPOSAL REQUIREMENTS DETAIL

Proposals must contain all information required in this RFP and must conform to the format described.

5.1 Administrative Requirements

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

5.1.1 All proposals must be submitted within the timelines specified in Section 1.2 of this RFP.

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

1. A cover letter signed by a person authorized to bind the company which also includes the company’s certification number(s) for SB and/or DVBE (if applicable).
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers’ Compensation Liability Insurance.
4. A signed Payee Data Record form STD. 204 available at:
www.documents.dgs.ca.gov/osp/pdf/std204.pdf. (Attachment 1-F)
5. A signed Federal Debarment Certification (Attachment 1-B).
6. A completed certification form showing, upon award of the contract, the Bidder/Contractor agrees to provide a completed Title 22, California Code of Regulations 1230000 Statement of Economic Interests, Form 700 (Attachment 1-D).
- ~~7. A completed certification form showing, upon award of contract, the Bidder/Contractor agrees to provide an Acceptable Use Security Policy Acknowledgement Form (Attachment 1-E).~~
- ~~8.7. A completed Darfur Contracting Act Certification (Attachment 1-FG)~~
- ~~9. Signed confidentiality statements (Attachment 1-N).~~

8. Attachments 2A through 2H are the model contract. Please submit with proposal as acceptance of the provisions contained therein. If any provision is unacceptable, please provide suggested changes to the documents in redline.

5.2 Response Requirements

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

5.2.1 Understanding and Approach

Include a description of your understanding of the project's goals, emphasizing your understanding of the objectives and the major activities that must be performed to complete the work. Discuss your strategy for providing a draft solicitation document within the time period allocated for that task. Provide a table showing hours per week by person covering the period award to December 31, 2014. Include your expectations of all entities outside your own team. Provide the assumptions used to develop the response.

5.2.2 Resumes

Provide a resume of the relevant experience for each contractor staff person proposed. For each experience citation provided on a resume, the resume must include:

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

5.2.3 References

Provide two references for each proposed individual. Include a current contact name, company name, and telephone number for each reference. Reference Contacts must be from a client who managed or supervised the proposed individual's work or who had oversight responsibility for the individual's performance for that work experience. The Reference Contact must be available to validate the experience provided on the dates specified in the resume. Proposals should note that references will be contacted and the results will be a factor in the evaluation and selection process.

Include the following information for each reference (maximum of two pages):

1. Engagement name and contract number
2. Brief description of the engagement
3. Contact name and title
4. Contact email
5. Contact phone

Exchange staff will contact referenced organizations when reviewing a Contractor's Proposal to verify the information provided.

5.2.4 Costs

Provide costs by fiscal year in a table consistent with the one shown in Attachment 2-D. Provide hours by individual, by week. Responses shall not exceed \$800,000 in total costs. Responses that exceed \$800,000 will not be considered for selection. Provide the cost per hour to be used as the basis for any additional work, should the agreement be amended as described in the General Provisions section of this RFP.

1. The Cost Worksheet has been provided as a Microsoft Word Document. Contractors are to complete the Worksheet using the provided template. List the tasks and deliverables outlined in your work plan. Identify each resource that will be assigned to a task, including the resource's hourly rate, the estimated number of hours that the resource is expected to expend on the task, and the extended rate for that resource on that task

Each primary task is expected to result in one or more deliverables, but many sub-tasks may not be associated with a specific deliverable.

5.2.5 Contractor Qualifications

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

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

5.2.6 Engagement Team Qualifications

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

5.2.7 Project Management Approach

Describe the project management approach the Contractor proposes to take to accomplish the requirements outlined in the SOW on time and within budget, and for meeting customer quality expectations.

Identify the tools the Contractor proposes to use and the project management artifacts it will produce as part of managing legal counsel support (maximum of 15 pages, including charts).

5.2.8 Understanding and Description of the Tasks to be Performed (Work Plan)

Include a description of your understanding of the SOW. Emphasize your understanding of the Exchange's objectives and the major activities that must be performed to complete the work. Describe the activities you will perform to complete the required work. Include your expectations of all entities outside your own team.

Provide a high-level work plan for this effort. The work plan must identify major activities, estimated start and end dates, and deliverable milestones. At minimum, the work plan must map each primary task to a deliverable. The response must include any additional information that the Contractor deems necessary to explain how the Contractor intends to meet the Exchange's requirements. Include the following as appropriate (maximum of 25 pages including charts, tables, and graphs):

1. Overview of the required tasks and outcomes.
2. Description of how the tasks will be performed.
3. Work plan for each task.
4. Samples of work from other projects, or outlines of what deliverables are proposed for the required tasks.

5.2.9 Assumptions

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

6. REVIEW OF PROPOSALS FOR AWARD/SELECTION CRITERIA

6.1 Written Responses to this RFP will be evaluated in three phases

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

Phase 2 - Review of the understanding and approach and resumes. This review will cover three areas:

1. Understanding of the required work and commitment of adequate resources to meet the deadlines.
2. Individual staff experience as described in resumes.

Phase 3 - Individual reference checking.

6.2 Interviews

After Phase 3, interviews may be conducted with up to three of the highest rated bidders. The exact number of bidders interviewed is entirely at the discretion of the Exchange. The specific staff to be interviewed will be agreed upon between the Exchange and the bidder at the time the interview is scheduled.

6.3 Evaluation Criteria

Evidence of extensive previous experience in similar complex, short deadline efforts will receive significant consideration in the evaluation process, as will demonstrated experience in drafting solicitation document components as described in the attached SOW.

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

Criteria	Points
Administrative Requirements	100
Understanding and Approach	100
Corporate Qualifications	100
Staff Qualifications	100
References	100
Staff interview score	100
Cost	100
Totals	700

Preference Programs if applicable	Points
Small Business	25
DVBE Participation 5% or Over	25

DVBE Participation 4% to 4.99% inclusive	15
DVBE Participation 3% to 3.99% inclusive	10
DVBE Participation 2% to 2.99% inclusive	7
DVBE Participation 1% to 1.99% inclusive	5

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

6.3.1 Evaluation of Understanding and Project Management Approach, Contractor Qualifications, and Engagement Team Qualifications

The Exchange Evaluation Team will evaluate Bidder proposals in the four areas of requirements:

1. Understanding and Approach
2. Contractor Qualifications
3. Engagement Team Qualifications
4. Project Management and Approach

6.3.1.1 Understanding and Approach

Scoring of this factor shall be based upon the Evaluation Team's assessment of the Bidder's understanding of and insight into how the outside legal counsel will help the Exchange design the policies and procedures in accordance with the best understanding of the ACA. Evaluators will assign scores based upon information contained in the Bidder's Understanding and Approach Narrative. The Evaluation Team will consider, in descending order of importance:

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

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

Understanding and Approach Scoring Key

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

6.3.1.2 Corporate Qualifications

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

Two factors will be scored for corporate qualifications and resources, with each factor carrying equal weight within the corporate qualifications and resources evaluation. Evaluation and scoring of each of these factors are described below.

1. Corporate Description and Background: Scoring of this factor will be based upon the Evaluation Team's assessment of corporate resources, capacity, and historical track record as they relate to the legal counsel services. Evaluators will assign scores based upon the Bidder's Corporate Qualifications narrative. Scores will be assigned in accordance with the rating scale shown below, Corporate Qualifications Scoring Key.

Corporate Qualifications Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	High degree of confidence in corporate capabilities.	100
Acceptable	No reservations or minimal reservations about corporate capabilities and resources.	75
Marginal	Material reservations about corporate capabilities and resources.	45
Unacceptable	Corporate capabilities and resources clearly inadequate.	0

2. Projects in Progress or Completed within the Last Three Years

Scoring of this factor will be based upon the Evaluation Team's assessment of the breadth, depth, and relevance to legal counsel requirements of recent bidder experience, as well as corporate resources and capacity as indicated by the characteristics of projects. Evaluators will assign scores based upon information

contained in the Corporate Experience Summary Form. Scores will be assigned in accordance with the rating scale shown below, Projects Completed or in Progress Scoring Key.

Projects Completed or in Progress Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Extensive, highly relevant corporate experience clearly demonstrated.	100
Acceptable	No reservations or minimal reservations about extent or relevance of corporate experience.	75
Marginal	Material reservations about extent or relevance of corporate experience.	45
Unacceptable	Extent of corporate experience clearly inadequate or irrelevant.	0

3. Corporate Qualifications and Resources Evaluation Results

The corporate qualification and resources evaluation allows for assignment of a maximum of 100 points.

6.3.1.3 Staff Qualifications

Staff qualifications carry the most weight of the non-cost factors used in determining the Bidder that will be selected for the legal support services engagement. The Exchange seeks a team of highly qualified, senior staff to provide high-level project management support services on the legal support services project. The following sections describe the evaluation and scoring of staff qualifications.

1. Staff Experience and Credentials

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

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

Scores will be assigned for each individual in accordance with the rating scale shown below, Staff Experience and Credentials Scoring Key.

Staff Experience and Credentials Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	A seasoned, senior individual, with demonstrated capacity to perform successfully as a high level project management Contractor in multiple areas on similar large, complex projects.	100
Acceptable	No reservations or minimal reservations about this individual's capacity to perform at a high level in the legal support services environment.	75
Marginal	Material reservations about this individual's capacity to perform at a high level in the legal support services environment.	45
Unacceptable	Demonstrated experience clearly inadequate or irrelevant.	0

- References: Two references for each proposed team member will be scored. References provide numerical rankings in response to each question from a list of five questions, scoring each question on a scale of 0 to 100. For evaluation purposes, scores will be assigned for each individual reference in accordance with the rating scale shown below, Individual Staff Reference Scoring Key.

Individual Staff Reference Scoring Key

RATING	EVALUATION TEAM ASSESSMENTS	POINTS
Outstanding	Total points assigned by the Reference = 17 through 20	100
Acceptable	Total points assigned by the Reference = 13 through 16	75
Marginal	Total points assigned by the Reference = 9 through 12	45
Unacceptable	Total points assigned by the Reference = 8 or less	0

3. Staff Interviews

The results of key staff interviews, if conducted, will be used to further inform assignment of Staff Experience and Credentials scores.

6.4 Cost Score

3. Cost (100 points)

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

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

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

Cost Evaluation and Scoring Methodology Example

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

7. PREFERENCE PROGRAMS

7.1 Small Business Preference

Small Business Regulations: This RFP does not include a minimum Small Business (SB) participation preference. However, bidders are encouraged to sub-contract with SB.

1. Small Business Preferences: Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California Certified Small Businesses (CCSB). Certification must be obtained no later than 5:00 p.m. on the bid due date.

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

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

7.2 Target Area Contract Preference Act (TACPA) / Enterprise Zone Act (EZA) & Local Agency Military Base Recovery Preference Request (LAMBRA)

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

1. See Target Area Contract Preference Act (TACPA) forms at: <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
2. See Enterprise Zone Act (EZA) forms at: <http://www.pd.dgs.ca.gov/edip/eza.htm>
3. See Local Agency Military Base Recovery Act (LAMBRA) forms at: <http://www.pd.dgs.ca.gov/edip/lambra.htm>

7.3 Disabled Veteran Business Enterprise (DVBE) – Declaration & Program Requirements

This RFP does not require bidders to meet the minimum DVBE participation percentage or goal. A bidder must complete and submit the **Bidder Declaration – Attachment 1-K** with its proposal package. Failure to complete and submit the required attachment as instructed may render the bid non-responsive. Pursuant to Military and Veterans Code Section 999.2, each State department has a participation goal of not less than 3% for disabled veteran business enterprises. These goals apply to the overall dollar amount expended each year by the awarding department.

7.3.1 Commercially useful function

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

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

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

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.

4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted normal industry practices.

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

Attachment 1

- 1-A: Proposal Checklist
- 1-B: Federal debarment, suspension, ineligibility and voluntary exclusion – certification
- 1-C: FORM 700 Statement of Economic Interest Certification
- 1-D: Staff Experience Form
- 1-E: Bidder Instructions
- 1-F: Payee Data Record
- 1-G: Darfur Certification
- 1-H: DVBE Declaration
- 1-I: Bidder Declarations
- 1-J, K, L: TACPA/EZA/LAMBRA

Attachment 2

- 2-A: Standard 213
- 2-B: Exhibit A – Scope of Work
- 2-C: Exhibit B – Budget Provisions
- 2-D: Exhibit B – Attachment 1, Cost Worksheet
- 2-E: Exhibit C – General Terms and Conditions
- 2-F: Exhibit D – Special Terms and Conditions
- 2-G: Exhibit E – Additional Provisions
- 2-H: Exhibit F – Travel Reimbursement Information