



## Request for Proposal RFP 2019-23: Construction Oversight Consultant

### Addendum #1 – November 20, 2019

#### Addendum #1 revises:

Document	Section	Page	Changes
RFP	1.2 Key Dates	4	Questions Due and responses posted dates extended

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## 1. INTRODUCTION

### 1.1 Overview

You are invited to review and respond to this Request for Proposal (RFP). By submitting a proposal, your organization agrees to the terms and conditions stated in this RFP.

**Read this document and any attachments in their entirety and carefully, as they may contain binding provisions that affect your rights and obligations.** You must comply with the instructions contained in this document. Responses to this RFP must be submitted to the Covered California contact noted in Section 1.3 below.

### 1.2 Key Action Dates

Bidders are advised of the key dates and times shown below and are required to adhere to them. All times noted in this document are Pacific Time (PT).

#### KEY ACTION DATES

<b>Request for Proposal Release Date:</b>	<b>Wednesday, November 13, 2019</b>
<b>Questions Due Date and Time:</b>	<del>Monday, November 18</del> <b>Monday, November 25, 2019 by 12:00 p.m.</b>
<b>Responses Posted By:</b>	<b>Week of November <del>18-25</del>, 2019</b>
<b>Proposals Due Date and Time:</b>	<b>Wednesday, December 4, 2019 by 12:00 p.m.</b>
<b>Notice of Intent to Award:</b>	<b>Week of December 16, 2019 or sooner</b>
<b>Estimated Term Dates:</b>	<b>December 23, 2019 to April 2023</b>

### 1.3 Contact

For questions regarding this Request for Proposal (RFP), please use the following contact information:

E-mail address: [HBEXSolicitation@covered.ca.gov](mailto:HBEXSolicitation@covered.ca.gov)  
(For all communications, subject line must include: RFP 2019-23)

Covered California  
Business Services Branch/Michael Ulibarri  
1601 Exposition Blvd.  
Sacramento, CA 95815

Phone calls will not be accepted.

#### **1.4 Contract Amount**

Responses shall not exceed \$950,000.00 in total costs. Responses that exceed this amount will not be considered for selection.

Funding is subject to annual budget approval by the Covered California Board of Directors. If full funding does not become available, Covered California may terminate or amend the contract to reflect reduced funding and reduced deliverables.

#### **1.5 Contract Term**

The initial term of the contract shall be from December 2019 to April 2023. The contract term is subject to change.

The resulting contract will be of no force or effect until signed by both parties. Performance shall not commence until a valid contract has been executed between the successful Bidder and Covered California. Covered California will not pay for any services performed prior to the execution of a valid contract.

#### **1.6 Contract Amendment**

Covered California may, in its sole discretion, extend the term of the contract for one (1) one-year term for the same services.

If mutually agreed upon by Covered California and the Consultant, the contract may be amended to include additional funding at the same rates provided in the Bidder's original proposal.

#### **1.7 Bidders' Questions**

Bidders must submit any questions regarding this RFP by the due date and time specified in the Key Action Dates table in Section 1.2. Only email questions addressed to the contact person listed in Section 1.3 will be accepted. Bidders must provide sufficient specific information to enable Covered California to identify and respond to their questions. When submitting questions, please reference the RFP number.

Responses to questions received during the Bidder Question time period shall be posted on the website at <http://hbex.coveredca.com/solicitations/>. Bidders who fail to report a known or suspected problem with the RFP or who fail to seek clarification or correction of the RFP do so at their own risk.

In its sole discretion, Covered California may contact a Bidder to seek clarification or additional information regarding any question received

## 1.8 Submission of Final Proposal

1. Bidders' Cost: Costs for developing proposals and attending Bidder Conferences are entirely and solely the responsibility of the Bidder and are not chargeable to Covered California.
2. Completion of Proposals: Bidders are required to be both responsive (fully compliant) and responsible (capable and qualified to perform work) relative to solicitation requirements. Proposals must be complete in all respects and contain all required items as described in the requirements established within this RFP, its attachments, and any written responses to questions or amendments posted by Covered California on its website. A Final Proposal may be rejected by Covered California, in its sole discretion, 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 by Covered California if any defect or irregularity constitutes a material deviation from the RFP requirements as determined by Covered California, in its sole discretion.
3. False or Misleading Statements: Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of Covered California, such information was intended to mislead Covered California in its evaluation of the proposal, or was included in Covered California's sole opinion as a result of gross negligence attributable to the bidder, and the attribute, condition or capability is a requirement of this RFP, it shall be grounds for rejection of the proposal.
4. Errors: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Bidder shall immediately notify Covered California of such error by email to the contact in Section 1.3 and request modification or clarification of the RFP. Modifications or clarifications will be given by written notice posted on the website at <http://hbex.coveredca.com/solicitations/> without divulging the source of the request for modification or clarification. Covered California shall not be responsible for failure to correct errors or any Bidder's failure to regularly and timely check the website for changes.
5. Importance of Meeting Deadlines: Bidders are responsible and assume all risks for the delivery and receipt by Covered California of all submissions prior to the submission deadline. If a Bidder mails or otherwise ships the submission via a generally recognized approved transportation entity such as the U.S. Postal Service, Federal Express, United Parcel Service, etc. and provides Covered California with the entity's package tracking information and the tracking information indicates its delivery at Covered California by the submission deadline, the package will be considered to have arrived on time. U.S. Postal Service postmarks or other indicia of

mailing of shipment, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted. The stated deadlines for submitting and receipt of all materials to Covered California will be strictly enforced. Submissions that are incomplete or received after the stated deadline may not be accepted.

6. Assessment of Proposals: All proposals will be assessed based on determining the “Best Value” in the sole opinion of Covered California and the selection, if made, will be made to a single Bidder. The Scope of Work (SOW), bidder’s proposal, and bid may, in Covered California’s sole discretion, be made a part of the resulting Contract.

## 1.9 Format of Proposals

This RFP requires Bidders to submit a Final Proposal that contains all required Administrative and Technical Attachments and Exhibits, and that is submitted in a sealed envelope or container when delivered to Covered California. The sealed package must be plainly and clearly marked on its face with: (1) the RFP number and title; (2) the Bidder’s name and address; and (3) the words “DO NOT OPEN”, as shown in the following example:

**RFP 2019-23: Design Services Including Modular Systems Furniture (MSF)  
Attention: Michael Ulibarri  
Covered California  
Business Services Branch  
1601 Exposition Blvd.  
Sacramento, CA 95815  
DO NOT OPEN**

Bids not submitted under sealed cover may be rejected in the sole discretion of Covered California.

### 1. Copies Required

Provide one hardcopy marked “MASTER,” five (5) additional hard copies marked “COPIES” and one CD-ROM. All copies requested must be identical to the MASTER including the CD-ROM. Each copy of the proposal must be complete, including all required attachments and documentations.

The digital copy, including all attachments and exhibits, must be provided in searchable text format (e.g., Microsoft™ Word®, searchable Adobe® PDF) and free of any password or encryption protection.

### 2. Narrative Format

- a. Narrative portions of proposal responses should be prepared so as to provide a straightforward, concise delineation of the Bidder’s capabilities to satisfy the requirements of this RFP. Emphasis should be on

conformance with the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.

- b. Bidders must follow the format requirements listed below for all narrative portions of the RFP. Failure to do so may result in an entire proposal or affected section not being read or evaluated, at Covered California's sole discretion.
  - 1) Use a Times New Roman, Arial, or Calibri font of at least 12-point size throughout. Exception: if a form is required by Covered California that contains a smaller font.
  - 2) Print all pages single-sided on letter size (8.5 by 11 inches) white paper with single line spacing, unless otherwise noted.
  - 3) Use one-inch margins at the top, bottom and sides.
  - 4) Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be reviewed or scored. It is not necessary to paginate the required forms.
  - 5) Place the Bidder's name in a header or footer on every page. If the Bidder's name is not already entered elsewhere on a completed certification or form, add it to a header, footer or signature block.
  - 6) Have a person who is authorized to bind the proposing entity sign each RFP attachment that requires a signature in **blue** ink. Signature stamps are not acceptable.
  - 7) Place the original signed attachments in the set marked "MASTER." Additional copies may have photocopied signatures on attachments and throughout the document.
3. All proposals must be based on and conform to the Model Contract provided with this solicitation as described in Exhibit A – Scope of Work, and the contract General Terms and Conditions provided in Exhibit C. Bidders should review the Model Contract in its entirety prior to submitting a proposal. Bidders must submit as part of their response any changes or exceptions to the Model Contract that they wish to negotiate. However, extensive or significant exceptions to the Model Contract may make the proposal non-responsive to the RFP if Covered California, in its sole discretion, determines that the proposed exceptions materially change the contractual relationship between the parties. Bidder proposed changes or exceptions must be documented via tracked changes to the documents



contained in the Model Contract. All Model Contract changes or exceptions must be included in the Bidder Proposal at the time of submission. No additional exceptions may be presented during contract negotiations. Covered California reserves the right to reject all exceptions in the Bidder Proposal.

## 1.10 Covered California Rights

### 1. Verification of Bidder Information

By submitting a proposal, Bidders authorize Covered California to:

- a. Verify any and all claims made by the Bidder including, but not limited to, verification of prior experience and possession of all other required qualifications.
  - b. Check any and all references identified by Bidder, or any other resource known or identified by Covered California, to confirm the Bidder's business integrity and history of providing effective, efficient, competent and timely services.
2. Covered California may, in its sole discretion, modify the RFP prior to the bid submission deadline by the issuance of an addendum on the website listed at <http://hbex.coveredca.com/solicitations/>.
  3. Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the RFP. Before submitting a response to this RFP, Bidders should review, correct all errors, and confirm compliance with all of the RFP's requirements.

## 1.11 Rejection of Proposals

Deviations may cause a proposal to be deemed non-responsive and not to be considered for award. Covered California may reject any or all proposals and/or may waive any immaterial deviation or defect in a proposal. Covered California's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or requirements and shall not excuse the Bidder from full compliance with the RFP specifications if awarded a contract.

FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 1.2 KEY ACTION DATES OR THAT ARE NOT SEALED, will remain unopened and, if delivery is accepted, will be maintained separately from proposals that have been timely received. Proposals received after expiration of the deadline may only be opened and considered upon written approval of Covered California's Executive Director or his/her designee

specifying the reason(s) for acceptance and consideration of the untimely proposal.

Issuance of this RFP in no way constitutes a commitment by Covered California to award a contract. Covered California reserves the right to reject any or all proposals, or portions of proposals, received in response to this RFP, or to amend or cancel this RFP at any time. In the event of such cancellation, Covered California may reissue the RFP at a later date.

Covered California reserves the right to consider consultant's past performance with Covered California in its selection of a Bidder pursuant to this RFP.

#### 1. Non-Responsive Proposals

A proposal may be deemed non-responsive and subsequently rejected if any of the following occur:

- a. A submission is received after the exact time and date set forth in Section 1.2 Key Action Dates for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements specified in Section 2, Project Team Qualifications.
- c. The Bidder fails to submit or fails to complete and sign any required Attachments as instructed in this RFP.
- d. The submission contains false, inaccurate or misleading statements or references.
- e. The Bidder is unwilling or unable to fully comply with the proposed contract provisions.
- f. The Bidder supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

#### 2. Business in Good Standing

Bidder acknowledges that when agreements are to be performed in the State of California by corporations or vendors, Covered California will verify, prior to awarding any State contract, the following information in order to ensure that all obligations due to the State are fulfilled:

### Corporation in Good Standing

Covered California will verify with the California Secretary of State (SOS) that the Bidder is a corporation currently qualified to do business in California. The bid will be considered non-responsive if the Bidder is not listed with SOS.

“Doing business” is defined in California Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate consultant performing within the State not be subject to the franchise tax.

Both domestic and foreign (those incorporated outside of California) corporations must be in good standing in order to be qualified to do business in California.

### State Tax Delinquency

Covered California will verify with the California Franchise Tax Board (FTB) and California Department of Tax and Fee Administration (CDTFA) that the Bidder is not on a prohibited list due to tax delinquencies. The bid will be considered non-responsive if the Bidder is on any of these lists.

The list established by FTB can be found at: <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html>

The list established by CDTFA can be found at: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

## **1.12 Errors in Final Proposals**

An error in the Final Proposal may cause the rejection of that proposal; however, Covered California may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Covered California will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

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

3. A Bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid if it is received prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. A Bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the Bidder or an authorized agent. Bids may not be withdrawn subsequent to the bid submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

Covered California reserves the right to contact any Bidder at any stage of the proposal process to collect additional clarifying information, if deemed necessary and appropriate by Covered California.

### 1.13 Protest

For formal competitive solicitations, any protest properly submitted within five (five) working days of the posting of the Notice of Intent to Award will be considered. All protests will be reviewed and decided by the Executive Director or his/her designee.

The following protest procedures shall be followed and apply to all formal competitive solicitations:

#### General

An unsuccessful bidder may protest the proposed award to another bidder by following the terms and conditions outlined below. The protestant challenging Covered California's proposed award bears the burden of proof.

#### Grounds

Protestant must cite the specific grounds for the protest and provide all facts and citations of law sufficient to support the protest and enable the Executive Director or his/her designee to make an informed, proper decision. Covered California will determine, in its sole discretion, if the protestant has demonstrated sufficient grounds to allow the protest to be heard. Abuse of the protest process by unsuccessful bidders for the purpose of securing confidential information about other bidders will be rejected by Covered California. The sole grounds for a protest are:

1. Protestant reasonably believes that Covered California has acted in an arbitrary and capricious manner; and/or

2. Protestant reasonably believes that Covered California committed an error in the bid process as stated in the solicitation that is sufficiently material to justify invalidation of the proposed award.

There shall be no basis for protest if Covered California rejects all bids or proposals.

Requirements for Protest

Protests must be submitted in writing, signed by an individual who is authorized to contractually bind the Bidder, and include all grounds and supporting facts and evidence upon which the protest is based, as well as all citations of law, rule, regulation or procedure upon which the protestant relies. Protests must be delivered to Covered California at the address indicated below by certified or registered mail or in person, in which case the protestant should obtain a delivery receipt. Protests must be received by Covered California no later than the close of business five days after the Notice of Intent to Award has been posted.

Protests must be mailed or delivered to:

<b>Mailing Address:</b>
Covered California
Attn: Peter Lee, Executive Director
1601 Exposition Blvd.
Sacramento, CA 95815

The Executive Director's or his/her designee's decision shall be final.

Terms of Protest

Scoring documents, evaluation and selection documents, other bidders' submissions or any other record created during the review of bids submitted in response to the RFP are not public records and are exempt from disclosure as public records pursuant to Government Code section 100508(a).

A protestant who has demonstrated a legitimate ground for protest as described above may be provided limited access to certain relevant, non-public information regarding the RFP and Covered California's consideration of submissions in response to the RFP upon the protestant's execution of a Non-Disclosure Agreement provided by Covered California and the approval of Covered California's General Counsel or his/her designee. Trade secret, proprietary and confidential information will be redacted from any documents disclosed to protestant as part of the protest process.

#### **1.14 Disposition of Bids**

Upon bid opening, all documents submitted in response to the RFP become the property of the State of California.

#### **1.15 Contract Execution and Performance**

Performance shall begin no later than the date set forth in the RFP by Covered California and after the contract is fully executed, unless a later date is mutually agreed upon by Covered California and the Consultant. Notwithstanding any other provision, should the Consultant fail to commence work on the agreed date and time, Covered California, upon five (5) days written notice to the Consultant, reserves the right to terminate the contract. In such an event, the Consultant shall be liable to Covered California for the difference between the Consultant's bid price and, if greater, the actual cost of performing the work by a replacement consultant.

All performance under the contract shall be completed before the termination date of the contract, unless an earlier date is specified in the contract.

#### **1.16 Subsequent Solicitation**

If at any time during negotiation of an agreement with the successful Bidder, Covered California determines it is not able to reach an agreement with the successful Bidder, Covered California may, in its sole discretion, terminate the negotiations and engage the next-highest-ranked bid without performing a subsequent solicitation.

#### **1.17 Addition or Subtraction of Services**

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the SOW may be modified prior to contract award to add or remove services through an addendum. If the date and time for submission of Final Proposals has passed as of the time the addendum is posted, and bids have been received, Covered California, in its sole discretion, may restrict responses to the modified SOW so that only entities that submitted timely bids in response to the initial RFP may respond to the addendum.

#### **1.18 News Releases and Social Media**

By submitting a Final Proposal, Bidders and the selected Consultant agree that they will not issue news releases nor make statements to the news media or through social media channels pertaining to this RFP, their proposals, the contract, or work resulting therefrom, without first obtaining prior approval from Covered California.

## 2. PROJECT TEAM

Covered California seeks a team with experience and knowledge of the process outlined in this RFP and the Model Contract Exhibit A – Scope of Work. Bidder must demonstrate that project team members assigned to the project possess the experience, education, knowledge and skills required to perform the work described in this RFP.

### 2.1 Minimum Qualifications

The minimum required qualifications include:

1. Bidders must have ten (10) years of experience managing construction projects in a Quality Assurance / Quality Control (QA/QC) role with at least three (3) years of experience working on similar projects within California.
2. Bidders should include any credentials from any certifying organization that can attest to the capabilities of the organization or of any of the individuals employed by the organization that will be working on the proposed project.
3. Bidders must have the corporate capacity to complete all requests included within this RFP.
4. Bidders must have the technological capabilities required to perform the proposed activities in this RFP.

### 2.2 Reassignment of Personnel

1. The Consultant shall not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Consultant employee is unable to perform duties due to illness, resignation, or other factors beyond the Consultant's control, the Consultant 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. Covered California and the Consultant shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel; however, the negotiated rate shall not exceed the hourly rate stated in the contract.
3. Covered California reserves the right to require a Consultant employee to be removed from performing any work on the contract and on written notice to the Contactor, the Consultant shall assign an acceptable substitute employee.

### 3. SCOPE OF WORK

#### 3.1 Background

Soon after the passage of national health care reform through the Patient Protection and Affordable Care Act of 2010 (ACA), California became the first state to enact legislation to establish a qualified health benefit exchange. The California state law is referred to as the California Patient Protection and Affordable Care Act (CA-ACA).

The goals and objectives of Covered California are to:

- Reduce the number of uninsured Californians by creating an organized, transparent marketplace for Californians to purchase affordable, quality health care coverage to claim available federal tax credits and cost-sharing subsidies, and to meet the personal responsibility requirements imposed under the federal act (ACA);
- Strengthen the health care delivery system;
- Serve as an active purchaser, including creating competitive processes to select participating carriers and other consultants;
- Require that health care service plans and health insurers issue coverage in the individual and small employer markets and compete on the basis of price, quality, and service (and not on risk selection); and
- Meet federal and state law requirements, guidance and regulations.

Covered California is an independent public entity within California State Government. It is governed by a five-member board appointed by the Governor and Legislature.

Covered California works in close partnership with:

- The Department of Health Care Services, which oversees and administers California's Medicaid Program (Medi-Cal) and other specifically-focused health programs;
- The two agencies that regulate health insurance in California, the Department of Managed Health Care and the Department of Insurance; and
- A broad range of stakeholders whose constituencies may be impacted by health care reform.



For additional information on Covered California, please refer to the consumer website at: [www.CoveredCA.com](http://www.CoveredCA.com).

### **3.2 Purpose**

Covered California requires a construction oversight consultant to provide services including, but not limited to the following:

1. Project familiarly and plan checking of preliminary and construction documents
2. Pre-construction services
3. Construction management services
4. Inspection and materials testing during construction
5. Total building commissioning

The project is a build to suit with a signed lease in place for tenant improvements to be conducted following warm shell completion. The project is expected to be completed prior to January 1, 2022, with MSF installed after building completion with an anticipated move in date of April 1, 2022. LEED certification is anticipated, with a target level of Silver.

### **3.3 Scope of Work**

See attachment Model Contract Exhibit A – Scope of Work, for a detailed description of the services and work to be performed by the successful Bidder.

The scope of work listed in Exhibit A shall serve as a guide only and may be subject to change. Bidder is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the Project. Bidder may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal through track changes in the Exhibit A and separated as Optional Services in the Bidders Exhibit B – Cost Worksheet. It shall be the responsibility of the Bidder to identify all necessary tasks to successfully complete the project.

### **3.4 Contract Completion Criteria**

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

### **3.5 Deliverable Acceptance Criteria**

All concluded work must be submitted to Covered California for review and approval or rejection. Payment for all tasks performed under this RFP will be

based on deliverables. It will be Covered California's sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract term, Covered California will review and validate the services performed. In addition, the Covered California Representative will verify and approve the Consultant's invoices. Covered California reserves the right to review payments to designated subconsultants to ensure compliance with applicable contractual and legal requirements. Signed acceptance is required from the Covered California Representative prior to approval of an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to Covered California.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable. If the deliverable is of such complexity that additional time is required, Covered California will so notify the Consultant within the ten (10) business day period and include an estimated date by which Consultant can expect a response.

### **3.6 Consultant's Roles and Responsibilities**

The Consultant shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person shall be responsible for the overall project and the contact for all invoicing and Consultant staffing issues.
2. Provide written reports for review and approval by Covered California, and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.

Make its best efforts to maintain staff continuity throughout the life of the project. If a substitution becomes necessary, the Consultant shall submit

resumes for Covered California’s review, in advance, for all proposed personnel substitutions. All Consultant personnel substitutions must be approved in writing by the Covered California Representative. Failure to obtain the required approvals or acceptable substitute staff may, in Covered California’s sole discretion, result in termination of the contract.

### **3.7 Covered California’s Roles and Responsibilities**

Covered California shall:

1. Designate a Covered California Representative to whom all Consultant communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Consultant to complete the tasks identified in this RFP.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts (SME) to assist in the development of technical requirements.

### **3.8 Project Assumptions and Constraints**

1. The Consultant’s work hours shall be consistent with Covered California’s key staff on-site, whose normal business hours are 8:00 a.m. to 5:00 p.m. PT, Monday through Friday, except for State holidays.
2. Travel will not be reimbursed under the contract.
3. Any modifications to tasks within Exhibit A – Scope of Work of the contract shall be defined, documented, and mutually agreed upon by the Consultant and Covered California’s Representative prior to starting work on the modified task(s). Covered California’s Representative may refine or clarify the services deemed necessary to meet the needs of this project in accordance with Covered California’s priorities.
4. Covered California and the Consultant shall be mutually obligated to keep open and regular channels of communication in order to ensure the successful performance of the contract. Both parties shall be responsible for communicating potential problems or issues to Covered California’s

Representative and the Consultant's project team manager, respectively, within forty-eight (48) hours of becoming aware of the problem or issue.

### **3.9 Payment and Invoicing**

If the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, Covered California shall have the option to either cancel this Agreement with no liability occurring to Covered California or offer an agreement amendment to the Consultant to reflect the reduced amount.

The Consultant may invoice Covered California only after the successful completion and acceptance of the contract deliverables. The Consultant may not invoice Covered California for any costs exceeding the maximum amount identified to complete a deliverable.

## **4. PROPOSAL RESPONSE CONTENT**

Final proposal requirements include the following areas, each of which is described in detail in subsequent sections of this document:

1. Administrative Requirements
  - a. Attachments
  - b. Model Contract with Exhibits
2. Technical Requirements

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

Any documentation submitted which has been marked "Proprietary" or "Trade Secrets" may be rejected.

### **4.2 Administrative Information**

Provide an overview of the prime consultant, including major services provided, size of the firm, location and size of the branch office if any at which work may be performed.

List recently completed projects, involving consulting services similar to those being requested in the Scope of Work, by the prime or sub consultants. Detail specific experience and explain how it is applicable to the type of work as outlined in the Scope of Work. For each project listed, include the client's name, dates the work was performed, client references and specific details of the firms' participation and individual responsibilities on the Project.

**4.2.1 All Final Proposals must be submitted within the timelines specified in Section 1.2 of this RFP, and must include the following Administrative Requirements in this order:**

1. The “Proposal Cover Page” form (*Attachment 1*) completed and signed by a representative authorized to bind the bidding organization.
2. A Certificate of Liability Insurance equal to or greater than \$1,000,000.
3. Proof of Workers’ Compensation Liability Insurance.
4. Proof of Automobile liability, including non-owned auto liability, of \$1,000,000 per occurrence for persons used by Consultant for services provided pursuant to this Agreement.
5. A completed certification form showing, upon contract execution, that the Bidder and applicable staff if identified as a code filer agree to provide a completed Title 10, California Code of Regulations, Chapter 12, Article 1, Statement of Economic Interests (Form 700) (*Attachment 2*). For more information, see the California Health Benefit Exchange Conflict of Interest Code: <http://hbex.coveredca.com/resources/>, and the Fair Political Practices Commission site: <http://www.fppc.ca.gov/>.
6. A signed Payee Data Record form STD 204 (*Attachment 3*)
7. Consultant Certification Form (*Attachment 4*)

**4.2.2 Updated Model Contract**

1. Using the Exhibit A – Scope of Work template, include revised Exhibit A with updated Scope of Work, using track changes.
  - a. Understanding and Description of the tasks to be performed (Work Plan).
2. Costs: Include revised Exhibit B – Budget Detail and Payment Provisions and Exhibit B, Attachment 1 – Cost Worksheet, using track changes.
3. Include Exhibit C with any proposed tracked changes to the General Terms and Conditions. Submission of Exhibits without tracked

changes will constitute acceptance by the Bidder of the Exhibits as drafted.

### **4.3 Technical Requirements**

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

#### **4.3.1 Understanding and Approach**

Include a description of the Bidder's understanding of the project's goals, emphasizing the Bidder's understanding of the objectives and the major activities that must be performed and approach in dealing with any challenges that could be faced to complete the work. Narratives shall describe how the Consultant intends to conform with the Criteria Documents contained in these RFP documents, describing in narrative format the systems, subsystems, materials, equipment, and design solutions incorporated therein, including the intended approach to coordinating/integrating various systems.

Describe Bidder's Project Management and QA/QC Approach. Describe Bidder's approach to manage proposed Project Team. Include a brief discussion of Bidder's standard project delivery and/or project management methods and how Bidder will ensure completion of the project within the agreed upon time frames and budget limit. Describe Bidder's quality control and quality assurance program and discuss how you will apply it to the project.

Include a preliminary project plan and timeline that aligns with Covered California's tentative move in date of April 1, 2022. The plan must identify all the tasks specified in the Scope of Work and describe all subtasks that may be involved in each task. Include and describe any optional services.

No more than ten (10) pages not including the project plan and timeline.

#### **4.3.2 Corporate Qualifications Summary**

Describe and provide examples of the Bidder's overall capability and resources as they relate to the general requirements set forth in this RFP's Model Contract Exhibit A – Scope of Work, including the following:

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

No more than one (1) page.

#### **4.3.3 Project Team Qualifications**

The manner in which the Build to Suit entity has structured its team to deliver the project in an effective, efficient and collaborative manner. This shall include but is not limited to the relevant experience of the architect, interior decorator and designated subconsultants, clarity and completeness of the description of proposed building systems submitted by the Design-Build entity, and the Build to Suit entity's design/construction management plan, including the ability to meet budget and schedule requirements, and the ability to work collaboratively with Covered California and its construction manager and architect.

The selected Consultant will act as the Field Engineer representing Covered California throughout the construction period. At a minimum, the Consultant shall assign one (1) full time California Registered Professional Civil Engineer as the Construction Manager for the Construction Management team.

No more than two (2) pages not including resumes.

##### **4.3.3.1 Resumes**

Provide a resume of the relevant experience for each proposed project manager. For each experience cited on a resume, the resume must include:

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

#### **4.3.4 Past Projects Completed**

Provide three (3) profiles of past project experience for similar work and project size with contact information for references. Include a photo, brief description of the project, and a statement of the scope of work your firm completed.

No more than three (3) pages.

#### 4.3.5 Assumptions

Document any assumptions the Bidder is making about the SOW, the responsibilities of the Bidder and Covered California, and any other issues relevant to the Bidder's offer and ability to do the work for the proposed cost.

No more than one (1) page.

### 5. AWARD AND SELECTION CRITERIA

#### 5.1 Written Responses to This RFP Will Be Evaluated in Phases

Phase 1- Administrative Requirements. The Evaluation Team will review responses to the Administrative Requirements as more fully described in 4.2 above.

Phase 2 – Technical Requirements. The Evaluation Team will review the narratives describing understanding and approach, corporate qualifications, project team qualifications, resumes and past projects completed.

#### 5.2 Evaluation Criteria

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

The table below lists the evaluation categories and the weight each will carry in the overall evaluation of each proposal:

Technical Requirements Scoring Criteria	Weight	Points
1. Understanding and Approach	40%	400
2. Corporate Qualifications/Capacity	10%	100
3. Project Team Qualifications and Resumes	10%	100
4. Past Projects Completed	10%	100
Cost	30%	300
<b>Totals</b>	<b>100%</b>	<b>1000</b>

After application of the weighted evaluation criteria described above, Covered California will combine the technical requirements with the final cost score and will tentatively identify the firm with the highest combined proposal score. Covered California will determine which Bidders, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subconsultant preference, DVBE incentive, TACPA). The highest-rated proposal from a



responsible Bidder shall be recommended for selection. Refer to Section 6 for details on applicable preferences/incentives.

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

1. Understanding and Approach
2. Corporate Qualifications/Capacity
3. Project Team Qualifications
4. Past Projects Completed

### **5.2.1 Understanding and Approach**

Scoring of this factor shall be based on the Evaluation Team's assessment of the Bidder's understanding of, and insight into, the challenges, issues and risks faced by Covered California as depicted in Model Contract Exhibit A – Scope of Work, and the feasibility, efficiency and expected effectiveness of the approaches offered by the Bidder to provide assistance to Covered California. Evaluators will assign scores based on information contained in the Bidder's Understanding and Approach Narrative described above in Section 4.3.1. The Evaluation Team will consider, in descending order of importance:

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

### **5.2.2 Corporate Qualifications/Capacity**

Covered California seeks a vendor with significant corporate capacity to respond to Covered California needs for the duration of the contract, to

support a high degree of qualified staff continuity, and to maintain a consistently high level of individual team member performance.

Corporate Description, Capacity and Background: Scoring of this factor will be based on the Evaluation Team's assessment of the Bidder's corporate resources, capacity and historical track record as they relate to the SOW. Evaluators will assign scores based on the Bidder's Corporate Qualifications narrative described above in Section 4.3.2. Project Team Qualifications

Covered California seeks a team of highly-qualified, senior staff to provide high-level project management support services as depicted in Model Contract Exhibit A – Scope of Work, combined with technical- or skill-based staff as described above in Section 4.3.3. The following describes the evaluation and scoring of key staff qualifications.

#### Project Team Experience and Credentials

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

1. Demonstrated capacity to successfully assume responsibility comparable to that proposed for the team members in the project engagement;
2. Demonstrated capacity to perform at a high level in multiple areas of project management;
3. General breadth and extent of experience, as indicated by the number of projects and duration of individual involvement in each;
4. Relevance of experience as indicated by the scope and subject matter of project experience; and,
5. Relevance of education, training, and certifications.

#### **5.2.3 Past Projects Completed**

Scoring of this factor shall be based on the Evaluation Team's assessment of the breadth, depth and relevance of past projects to the requirements detailed in Model Contract Exhibit A – Scope of Work, as well as corporate resources and capacity as indicated by the

characteristics of projects previously completed. Evaluators will assign scores based on information contained in the Past Projects Completed narrative. Scoring may also be based on Bidder's performance in past contracts with Covered California.

### 5.3 Technical Requirements Scoring Criteria

Evaluators will assign technical points to all categories using these technical requirements scoring criteria

Rating	Relation to Requirements	Strengths	Deficiencies	Weaknesses	Likelihood of Success	Score
Excellent	Superior attainment of all requirements	Numerous and significant in key areas	None	Minor, if any	Very High	10.0
Good	Expected to meet all requirements	Some and significant in key areas	None	Minor, but are far outweighed by strengths	High	7.5
Acceptable	Capable of meeting all requirements	Some in non-key areas	Minor	Minor, but are outweighed by strengths	Fair	5.0
Marginal	May not be capable of meeting all requirements	None, or some that are outweighed by weaknesses or deficiencies	Significant	Significant	Poor	2.5
Unacceptable	Not likely to meet all requirements	None, or some that are far outweighed by weaknesses or deficiencies	Needs major revision	Needs major revision	None	0

### 5.4 Cost Score

#### Cost (400 points)

Each Bidder's cost score will be calculated using the ratio of the lowest cost proposal to the Bidder's cost, multiplied by the maximum number of cost points available (300 for this example), as shown in the calculation below:

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

Example: Refer to the 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 only)

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
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A	\$400,000	$\frac{\$300,000}{\$400,000} \times 300$	225
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 300$	257
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 300$	300

## 6. PREFERENCE PROGRAMS

Covered California will determine which Bidders, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subconsultant preference, DVBE incentive, TACPA, etc.).

Covered California will adjust the total score for applicable preference(s)/incentives for eligible Bidder(s). Once a Bidder has been determined eligible for a preference or incentive, Covered California will apply preference adjustments to eligible Bidder(s) according to the criteria as set forth in this section as well as any applicable State regulations.

### 6.1 Small Business (SB) Preference

This RFP does not require Bidders to meet a minimum SB participation percentage or goal. Participation in this program is optional. However, if Bidders use subconsultants, Bidders are encouraged to subcontract with SBs.

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Bidder must either be certified as a small business or submit a copy of their certification approval letter from DGS / Office of Small Business and DVBE Services (OSDS) by the proposal due date. The 5% preference is used only for computation purposes to determine the winning Bidder and does not alter the amounts of the resulting contract.

A five percent (5%) preference is available to a non-small business (NSB) claiming twenty-five percent (25%) California certified small business subconsultant participation. If claiming the NSB subconsultant preference, the proposal must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least 25% of the net proposal price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

Bidders claiming the 5% preference must commit to subcontract for at least 25% of the net proposal price with one or more California certified small businesses. The preference to a non-small business firm that commits to California certified small business subconsultant participation of 25% of its net proposal price shall be 5% of the points from the highest scoring proposal.

If the Bidder or proposed subconsultant possesses a Small Business Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5 with its proposal package.

Once each proposal has been scored, if the highest scored proposal is from a non-certified small business, then 5% of the points from the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

### How the SB Preference Works

#### 1. SB Awards Based on High Points

In the example below, Bidder A is ranked 1 with 1250 points. Bidders B and C are in ranks 2 and 3 respectively and both are certified small businesses. The SB preference is calculated by factoring  $.05 \times 1250$  (high point score) which equals 62.5 points. This amount is added to each point score for Bidder B and Bidder C. As a result, Bidder B moves into Rank 1 with 1257.5 points, Bidder C remains in Rank 3 with 1177.5 points and Bidder A drops to Rank 2 with 1250 points. Bidder B is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score	1250	1195	1115
Initial Ranking	1	2	3
SB Status	No	Yes	Yes
SB 5% Preference	No	Yes	Yes
Preference Points Applied	0 Points	62.5	62.5
Adjusted Points	1250	1257.5	1177.5
New Ranking	2	1	3

#### 2. NSB Award Based on High Points

In the example below, Bidder A is ranked 1 with 1300 points. Bidder A is not a certified small business and has not identified a certified small business subconsultant. Neither bidders B and C are certified small businesses, but they've identified certified small business subs. Each firm receives an additional 65 NSB preference points added to their scores for 1260 and 1200 respectively. After application of the points, Bidder A remains in Rank 1 with 1300 points and is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score	1300	1195	1135
Initial Ranking	1	2	3
SB Status	No	No	No
SB Subconsultant	No	Yes	Yes
SB 5% Preference	No	Yes	Yes

Preference Points Applied	0 Points	65	65
Adjusted Points	1300	1260	1200
New Ranking	1	2	3

Small business bidders shall have precedence over non-small business bidders in that the application of a bidder preference shall not result in the denial of the award to a small business bidder.

Ties between a certified SB bidder and a certified disabled veteran owned small business bidder shall be awarded pursuant to Government Code Section 14838.

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

This RFP does not require Bidders to meet a minimum DVBE participation percentage or goal. Participation in this program is optional. However, Bidders are encouraged to subcontract with DVBEs. A bidder may achieve participation by qualifying as a DVBE or by contracting with DVBE subconsultants. DVBEs must perform a commercially useful function, related to the bid specifications as required by Military and Veterans Code Section 999 (b)(5)(B).

Pursuant to California laws and regulations, a DVBE incentive will be awarded as points to the sum of the technical requirements score (non-cost score) of qualified responsive/responsible Bidders that provide for utilization of California certified DVBEs. The application of the DVBE incentive is for evaluation purposes only. The maximum DVBE incentive allowed is 5% of the total possible points.

Ties between a certified SB bidder and a certified disabled veteran owned small business bidder shall be awarded pursuant to Government Code Section 14838.

In order to encourage DVBE participation, Covered California will apply a DVBE incentive as follows:

Confirmed DVBE Participation	DVBE Incentive
5% or More	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

If the Bidder or proposed subconsultant possesses a Disabled Veteran Enterprise Certification and wishes to take advantage of the preference program, the Bidder must complete and submit the Bidder Declaration – Attachment 5, and Disabled Veteran Business Enterprise (DVBE) Declaration – Attachment 6 with its proposal package.

## How the DVBE Preference Works

The example below is provided to show how to determine whether the designated DVBE incentive points fall within the acceptable percentage range. The following provides an example of how points MAY be assigned for a solicitation. It does **not** represent, nor should be considered, the only approach that may be used for an award based on high points.

### DVBE Incentives Based on High Points

As an example, a solicitation has assigned 700 as the maximum (high point) score available for the technical (non-cost) requirements. Likewise, the cost score assigned equals a maximum amount of 300 points (refer to Section 5.5 Cost Score table as the sample for this example). The point designation reflects an evaluation methodology weight of 70% for non-cost technical requirements and 30% for cost score.

Total DVBE incentives, excluding points for socioeconomic incentives or preferences, range from 35 points ( $.05 \times 700$ ) to 7 points ( $.01 \times 700$ ). These points are factored based on the confirmed level of DVBE participation times the total possible non-cost points that could be awarded.

In the example below, Bidder A (a non-small business) is ranked 1 with 700 points. Bidders B and C are in ranks 2 and 3 respectively and both are certified DVBE (only) businesses. The DVBE preference is calculated based on a participation level of 5% or more. Therefore, Bidders B and C receive 35 ( $.05 \times 700$ ) additional points while Bidder C receives 0 points for no DVBE participation. These incentive points are added to each non-cost technical score. As a final step, the cost score points are added to the total amounts (technical score plus incentive points) in order to make the final award determination. The results are as follows: Bidder B moves into Rank 1 with 1030 points, Bidder A is Rank 2 with 957 points and Bidder C remains in Rank 3 with 945 points. Bidder B is awarded the contract.

	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Point Score (Technical Non-Cost)	700	695	685
Initial Ranking	1	2	3
DVBE Status	No	Yes	Yes
SB Status	No	No	No
DVBE Incentive Points Applied	0	35	35
SB Preference Points Applied	0	0	0
Cost Score Points	257	300	225
Adjusted Points	957	1030	945
New Ranking	2	1	3

*Note: Administrative Requirements in this example are pass/fail only and therefore are not included as points.*

### 6.3 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 subconsultant's certification with OSDS to ensure DVBE eligibility.

**CUF Definition** California Code of Regulations, Title 2, section 1896.61(l): The term "DVBE consultant, subconsultant or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of section 1896.61(f); is certified in accordance with section 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 section 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 responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted under normal industry practices.

A consultant, subconsultant or supplier will not be considered to perform a CUF if the consultant's, subconsultant'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.

### 6.4 Target Area Contract Preference Act (TACPA)

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



If the Bidder wishes to take advantage of the TACPA preference program, the bidder must complete and submit the Target Area Contract Preference Act Preference Request for Goods and Services Solicitations, Form STD 830 (Attachment 7) and Form DGS/PD 526 (Attachment 8) with its proposal package.

### **Attachments**

Attachment 1: Proposal Cover Page  
Attachment 2: Form 700 Statement of Economic Interest Certification  
Attachment 3: Form STD 204 – Payee Data Record  
Attachment 4: Consultant Certification Form  
Attachment 5: Form GSPD-05-105 – Bidder Declaration  
Attachment 6: Form STD 843 – Disabled Veteran Business Enterprise (DVBE) Declaration  
Attachment 7: Form STD 830 – Target Area Contract Preference Act (TACPA)  
Attachment 8: Form DGS/PD526 Bidder’s Summary (TACPA)  
Attachment 9: Proposal Checklist

### **Model Contract with Exhibits**

Standard 213  
Exhibit A – Scope of Work  
Exhibit B – Budget Provisions  
Exhibit B, Attachment 1 – Cost Worksheet  
Exhibit C – General Terms and Conditions  
Exhibit C, Attachment 1 – Resumes  
Exhibit XX: Privacy Addendum