

Covered California
Business Services Branch
Administrative Services Division
Procurement and Contracting Manual



July 2023

Table of Contents

| | |
|---|----|
| VERSION HISTORY | 1 |
| EXECUTIVE SUMMARY | 2 |
| CHAPTER 1: OVERVIEW | 3 |
| 1.1 General Information: | 3 |
| 1.2 Terminology: | 3 |
| 1.3 Covered California Board Involvement: | 3 |
| 1.4 Legal Authority: | 4 |
| 1.5 Signature Delegation: | 4 |
| 1.6 Records Retention: | 5 |
| 1.7 Public Records Act Requests: | 5 |
| 1.8 Electronic and Digital Signatures | 5 |
| 1.9 Minor Non-Substantive Changes to this Manual | 5 |
| CHAPTER 2: PROCUREMENT ROLES AND RESPONSIBILITIES | 7 |
| 2.1 Procurement Principles: | 7 |
| 2.2 Communication: | 7 |
| 2.3 Roles and Responsibilities: | 7 |
| 2.3.1 Buyer | 7 |
| 2.3.2 Contract Analyst | 7 |
| 2.3.3 Program Contract Manager | 7 |
| 2.3.4 Procurement Liaison | 9 |
| 2.3.5 Approvers | 9 |
| 2.3.6 Financial Management Division (FMD): | 10 |
| 2.3.7 Information Technology Division (ITD): | 10 |
| 2.3.8 Office of Legal Affairs (OLA): | 10 |
| 2.3.9 Program Integrity Division (PID): | 10 |
| 2.3.10 Conduct | 10 |
| CHAPTER 3: PROCUREMENT AND CONTRACT TYPES | 12 |
| 3.1 Procurement Classification: | 12 |
| 3.1.1 Selection Approach | 12 |
| 3.2 Leveraged Procurement Agreements (LPA): | 14 |

| | |
|---|----|
| 3.2.1 California Multiple Award Schedules (CMAS) | 15 |
| 3.2.2 Master Agreements (MA) | 15 |
| 3.2.3 NASPO ValuePoint (NASPO) | 15 |
| 3.3 Competitive Solicitations: | 15 |
| 3.3.1 Request for Information (RFI) | 16 |
| 3.3.2 Invitation For Bid (IFB) | 17 |
| 3.3.3 Request for Proposal (RFP) | 17 |
| 3.3.4 Certification of Qualified Health Plans | 17 |
| 3.3.5 Request for Quotes (RFQ) for Goods and Non-Personal Services | 18 |
| 3.3.6 Small Business/Disabled Veteran’s Business Enterprise Request for Quotes (RFQ) | 18 |
| 3.3.7 Other Selection Approaches | 18 |
| 3.3.8 Socioeconomic and Environmental Preference Programs for Competitive Solicitations | 18 |
| 3.3.9 Commercially Useful Function and Procedure | 22 |
| 3.4 Fair and Reasonable: | 23 |
| 3.5 Best Value: | 23 |
| 3.6 Exempt from Bidding: | 23 |
| 3.6.1 Exemptions | 24 |
| 3.6.2 DGS Approved Exemptions: | 25 |
| 3.7 Interagency Agreements (IA): | 26 |
| 3.8 Joint Powers Authorities: | 27 |
| 3.9 Non-Competitive Bid (NCB) Contracts: | 27 |
| 3.10 Emergency Contracts: | 28 |
| 3.11 Non-Monetary Agreements (NMA): | 28 |
| 3.12 California Prison Industry Authority (CALPIA): | 29 |
| 3.13 CAL-Card (aka P-Card) | 29 |
| 3.14 Proprietary Software Acquisition and Maintenance/Upgrade Renewal | 29 |
| 3.15 Amendments | 30 |
| 3.16 Option Year Funding | 32 |
| CHAPTER 4: COMPETITIVE SOLICITATIONS | 33 |
| 4.1 Process for Formal Competitive Solicitations and CMAS RFO’s | 33 |
| 4.2 Bidders’ Conference and Bidders’ Walk Through | 36 |
| 4.3 Evaluation | 36 |

| | |
|--|----|
| 4.4 Preparing an Addendum to the Solicitation | 36 |
| 4.5 Receiving Proposals | 36 |
| 4.6 Re-Solicitations | 37 |
| 4.7 Evaluation and Selection Report (ESR): | 38 |
| 4.8 Prior to Notice of Intent to Award: | 38 |
| 4.9 Release of Notice of Intent to Award: | 38 |
| 4.10 Protest Process: | 38 |
| 4.11 Agreement Award | 40 |
| 4.12 Subsequent Solicitation | 41 |
| 4.13 Telecommunication Services (STD. 20) | 41 |
| CHAPTER 5: FORMS AND DOCUMENTATION | 42 |
| 5.1 Intra-Office Requisition (HBEX 008): | 42 |
| 5.2 External Training/Conference Request Form (HBEX 800): | 42 |
| 5.3 Business Card Order Form (HBEX 009): | 42 |
| 5.4 Payee Data Record (STD. 204 & STD. 205): | 42 |
| 5.5 Contractor Certification Clauses (HBEX 039; Exhibit C): | 43 |
| 5.6 Drug-Free Workplace Certification (STD. 21): | 43 |
| 5.7 Seller's Permit | 43 |
| 5.8 Purchase Order | 43 |
| 5.9 Office of State Publishing (OSP) Printing Requisition (STD. 67): | 43 |
| 5.10 Stock Received Report: | 44 |
| 5.11 Small Business (SB)/Micro-Business (MB)/Disabled Veterans Business Enterprise (DVBE) Certification: | 44 |
| 5.12 New Contract/Amendment Approval Form (HBEX 011): | 44 |
| 5.13 Justification For Contracting Out Services Forms (HBEX 011a-011k) | 44 |
| 5.14 Agreement Summary (STD. 215): | 45 |
| 5.15 Standard Agreement (STD. 213 and STD. 213A): | 45 |
| 5.16 Scope of Work (SOW) (Exhibit A): | 45 |
| 5.17 Budget Detail and Payment Provisions (Exhibit B) | 46 |
| 5.18 General Terms and Conditions (Exhibit C): | 46 |
| 5.19 Optional Exhibits: | 46 |
| 5.20 Non-Competitive Bid Justification (HBEX 029): | 46 |
| 5.21 General Provisions | 46 |
| 5.22 Prior to Notice of Intent to Award or Purchase Order Execution | 47 |

| | |
|--|----|
| 5.23 California Civil Rights Laws Certification | 47 |
| CHAPTER 6: PROCUREMENT PROCEDURES | 49 |
| 6.1 Purchase Request | 49 |
| 6.2 Purchase Order Creation: | 49 |
| 6.3 Purchase Order Award and Distribution | 49 |
| 6.4 Receipt of Goods/Stock Received | 49 |
| 6.5 Receiving Definitions: | 49 |
| 6.5.1 Receiving | 49 |
| 6.5.2 Inspecting | 49 |
| 6.5.3 Acceptance Testing | 49 |
| 6.5.4 Acceptance | 50 |
| 6.6 Inspection of Received Products: | 50 |
| 6.7 Damaged Goods: | 50 |
| 6.8 Under/Over Shipments: | 50 |
| 6.9 Rejection of Goods | 50 |
| 6.10 Hidden Damage: | 51 |
| 6.11 Returning Items: | 51 |
| 6.12 Invoicing: | 52 |
| 6.13 Office of State Publishing: | 52 |
| 6.13.1 Business Cards: | 52 |
| 6.14 Shredding Machines: | 52 |
| 6.15 First Aid Kits: | 53 |
| 6.16 Library Material and Information: | 53 |
| 6.17 Memberships (Professional): | 53 |
| 6.17.1 Legal Counsel State Bar Reimbursement | 53 |
| 6.18 Service Awards: | 54 |
| 6.19 Postage and Postage Meter Replenishment: | 54 |
| 6.20 Reasonable Accommodations: | 54 |
| CHAPTER 7: CONTRACT PROCEDURES | 56 |
| 7.1 General Contract Procedure Information | 56 |
| 7.2 Bargaining Units and Employee Organizations Notification | 58 |
| 7.3 Personal Service Contracts: | 58 |
| 7.4 Contractor/Consultant Conflict of Interest: | 59 |
| 7.5 Background Check Requirements | 60 |

| | |
|--|----|
| CHAPTER 8: PROCUREMENT RULES AND ETHICS | 61 |
| 8.1 General Information: | 61 |
| 8.2. Employee Conflict of Interest: | 61 |
| 8.3 Incompatible Activities, Gifts and Gratuities | 61 |
| 8.4 Order Splitting: | 61 |
| 8.5 CAL-Card Compliance: | 61 |
| 8.6 Accepting Free, Loaner, or Trial Equipment: | 62 |
| 8.7 Personal Use of Information: | 62 |
| 8.8 Misappropriation of State Property or Services: | 62 |
| 8.9 Sales Tax: | 63 |
| 8.10 Travel Provisions: | 63 |
| 8.11 Prompt Payment Act: | 63 |
| 8.12 Prohibited Bids/Contract Participation | 63 |
| CHAPTER 9: EMERGENCY SITUATIONS | 64 |
| 9.1 General Information: | 64 |
| 9.2 Types of Emergencies: | 64 |
| 9.2.1 Natural Disaster Emergency | 64 |
| 9.2.2 Other Emergency | 64 |
| 9.3 After the Emergency: | 64 |
| 9.4 Emergency Documentation: | 64 |
| CHAPTER 10: LEASE OF REAL PROPERTY | 65 |
| 10.1 General Information: | 65 |
| 10.2 Procedures for Lease of Real Property/Facilities: | 65 |
| 10.3 Posting of Lease Solicitations: | 65 |
| 10.4 Lease Requirements: | 65 |
| 10.5 Letters of Intent: | 66 |
| 10.6 Lease Documents: | 66 |
| 10.7 Additional Requirements: | 66 |
| CHAPTER 11: PUBLIC WORKS | 66 |
| 11.1 General Information | 66 |
| 11.2 Pre-Solicitation Requirements | 66 |
| 11.3 Solicitation Requirements | 67 |
| 11.4 Contract Award | 67 |
| 11.5 Post Execution & Notice to Proceed | 67 |

| | |
|---------------------------|----|
| APPENDIX A: DEFINITIONS | 70 |
| APPENDIX B: ABBREVIATIONS | 79 |

VERSION HISTORY

The Business Services Branch (BSB) is responsible for updating the Procurement and Contracting Manual. BSB updates and provides suggestions and best practices to improve Covered California’s procurement and contracting practices.

June 2023 revisions reflect the following changes:

| Chapter | Section | Description |
|--|---------|---|
| 1: Overview | 1.3 | Adds clarifying language and timeline to the board approval requirements. |
| 2: Procurement Roles and Responsibilities | 2.3.3 | Adds the SB/DVBE substitution and contract termination to list of Program Contract Manager responsibilities. |
| 3: Procurement and Contract Types | 3.2 | Adds guidance for applying SLP terms/conditions for software purchases outside of the state's LPA. |
| 3: Procurement and Contract Types | 3.3.8 | Adds language to clarify expectations for use of SB/DVBE vendors in lieu of separate SB/DVBE policy document. |
| 3: Procurement and Contract Types | 3.6.1 | Adds exemption from solicitation for services related to leased property where quotes are obtained by property owner and reviewed by BSB. |
| 3: Procurement and Contract Types | 3.16 | Clarifying intent of optional years – must enact as written in Exhibit A or Board Approval. |
| 4: Competitive Solicitations | 4.6 | Add additional guidance for resoliciting following failed a solicitation. |
| 4: Competitive Solicitations | 4.10 | Additional detail and instructions were added for protest process. |
| 5: Forms and Documentation | 5.2 | Allow for onsite training to be procured via the HBEX 800 under \$5,000. |
| 5: Forms and Documentation | 5.13 | Updates language to reflect HBEX 011 process for DocuSign CLM. Clarifies HBEX 011a approvals are required, but b-k attachment is not required for services listed as exempt. |
| 7: Contract Procedures | 7.4 | Add information regarding contractor Ethics Training |

EXECUTIVE SUMMARY

The Business Services Branch (BSB) of Covered California (previously known as California Health Benefit Exchange, Exchange/CC, or HBEX) is responsible for the overall administration of the procurement and contract activities to comply with applicable state and federal laws, rules, regulations, and procedures. Divisions are responsible for managing contracts once executed to comply with applicable state and federal laws, rules, regulations, procedures, and contract terms (see *Program Contract Management Handbook*).

This Procurement and Contracting Manual was developed pursuant to Government Code Section 100505 and functions as a resource to clearly define the roles, responsibilities, and procedures for personnel involved in Covered California's procurement and contract processes. The manual outlines the contract/agreement types, policies, procedures, forms, and the various solicitation processes. It is intended to promote the best interests of Covered California, the public, and the State of California.

CHAPTER 1: OVERVIEW

1.1 General Information:

The California Patient Protection and Affordable Care Act (CA-ACA) provides Covered California with the authority to administer and manage Covered California in implementing the federal Affordable Care Act. As a part of its normal course of business, Covered California procures goods and executes contracts.

Covered California uses various methods to purchase goods and services, including: Covered California's Purchase Orders (STD. 65), Standard Agreements (STD. 213), and CAL-Card (also known as a P-Card in the Financial Information System for California [FI\$Cal]). Per Government Code (GC) Section 100505, Covered California is exempt from Part 2 of Division 2 of the Public Contract Code (PCC), which governs state agency procurement processes.

Exceptions to the policies and procedures set forth in this manual requires the written approval of Covered California's Board, memorialized in the form of a Board Resolution, unless otherwise specified in this manual.

1.2 Terminology:

"Solicitation" refers to the bidding process common to state agencies. In this manual, "prospective contractor" may be used in place of "bidder", and "quote" may be used in place of "bid".

The terms "contract" and "agreement" are used interchangeably in this manual. Additionally, the terms "vendor" and "contractor" are used interchangeably.

Finally, contracting is a form or type of procurement, which is why the two concepts are included in one manual. Understanding the core concepts of procurement will enhance contract writing.

Please refer to the Appendix A: Definitions for additional terminology.

1.3 Covered California Board Involvement:

Involving Covered California's Board in the contracting process is an opportunity to both engage the Board and provide stakeholders as well as the general public with a venue for feedback on procured services.

Board review and approval is required for non-competitively bid contracts exceeding \$150,000 in value unless otherwise exempt from the competitive process. Additionally, Board review and approval is required for all other contracts exceeding \$1,000,000 in value. If possible, program managers should obtain Board approval for contracts that may not exceed the Board approval threshold during the initial term but will likely exceed the threshold during the option years. This will prevent delays when exercising the option year. See Section 3.1.1 for the applicable Board approval thresholds.

Board approval will be required for competitive solicitations for ongoing services when the cumulative expenditure for those ongoing services exceeds \$1,000,000. An ongoing service is defined as a service that has been performed by one or more contractors on a regular basis for two years or more within the previous five years. For example, Solicitation A provides widget-making services at a cost of \$900,000 for a three-year term. Covered California requires widget delivery every month, so the selected contractor will manufacture widgets daily or weekly to meet delivery deadlines. When the resulting contract expires, Solicitation B is needed to continue making widgets for another three-year term at \$900,000. This is considered an ongoing service because the widget manufacturer performed the service on a regular basis over two years. As a result, Solicitation B will require Board approval because the cumulative expenditure for the widget-making services exceeds \$1,000,000, even though the services are provided through two separate solicitations and each contract does not individually exceed \$1,000,000. This same rule applies to non-competitively bid contracts for ongoing services. Board approval will be required when the cumulative expenditure for those ongoing services exceeds \$150,000 for one or more consecutive years.

The Board's involvement and approval must be initiated at the beginning of the solicitation process for all competitively bid contracts exceeding \$1,000,000 in value. Covered California is required to report to the Board the results of its acquisitions process. The Board will review staff recommendations on the need for contracting, a summary of goods and services being procured, the procurement method and a maximum dollar amount.

Approval by the Board will be memorialized in a resolution and provides the Executive Director the authority to administer a solicitation, select a winning bidder, and execute a contract.

1.4 Legal Authority:

Covered California is exempt from Part 2 of Division 2 of the PCC, which governs state agency procurement processes (GC Section 100505). Covered California must establish a competitive contracting process and adopt a contracting manual in which the policies and processes are substantially similar to the policies and processes in the State Contracting Manual (SCM).

1.5 Signature Delegation:

The Board is empowered by GC Section 100504 to enter into contracts. The Board delegated its authority to approve contracts to the Executive Director. Through a Signature Delegation Memo, the Executive Director delegated approval authority to various Covered California directors and officers and authorized these directors and officers to approve the following documents:

- Contracts
- Contract invoices
- Purchase orders

The most recent Signature Delegation Memo is kept on file within Covered California's BSB. Any revisions or updates to the Signature Delegation Memo shall replace all prior delegations of authority and shall be effective during the Executive Director's term of service or until withdrawn in writing. The Signature Delegation Memo may be amended through the execution of addenda as necessary.

1.6 Records Retention:

Covered California must document and maintain complete files on all solicitations and contracts for goods and services.

Covered California and contractors must maintain files for the California State Auditor, Health and Human Services, or their designated representatives, to review and copy any records and supporting documentation directly pertaining to the performance of agreements. These records must be maintained for possible audits for a minimum of ten years after final payment, unless a longer period of records retention is stipulated (45 Code of Federal Regulations (CFR) sec. 155.1210, GC 8546.7, PCC 10100 et seq., California Code of Regulations (CCR) Title 2, sec. 1896).

1.7 Public Records Act Requests:

The fundamental principle of the California Public Records Act (CPRA) is that governmental records must be disclosed to the public upon request unless there is a specific, justifiable reason not to do so. However, certain Covered California records are exempt from the CPRA pursuant to GC Section 100508, specifically, records that reveal any of the following, shall not be disclosed without appropriate authorization and review by the Office of Legal Affairs (OLA):

- The deliberative processes, discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with Covered California, entities with which Covered California is considering a contract, or entities with which Covered California is considering or enters into any other arrangement under which Covered California provides, receives, or arranges services or reimbursement.

However, except for the portion of a contract that contains the rates of payment, contracts entered into shall be open to inspection one year after their effective dates. Additionally, if a contract entered into is amended, the amendment shall be open to inspection one year after the effective date of the amendment.

1.8 Electronic and Digital Signatures

The Deputy Director, BSB may, in consultation with the General Counsel, Chief Technology Officer and Information Security Officer, authorize and issue procedures and requirements for the use and acceptance of electronic and digital signatures by Covered California.

1.9 Minor Non-Substantive Changes to this Manual

The Deputy Director, BSB is authorized to make minor, non-substantive corrections, clarifications, or changes (e.g., formatting, grammar, spelling, punctuation, names, titles, section, and code references, etc.) to this Manual as necessary and appropriate to

ensure accuracy, and to publish such revised manual without prior submission to the Board for approval.

A summary of the current changes made by the Deputy Director, BSB and a copy of the revised Manual shall be published on Covered California’s public website.

CHAPTER 2: PROCUREMENT ROLES AND RESPONSIBILITIES

2.1 Procurement Principles:

All staff involved in procuring goods and services must:

- Conduct themselves in a professional manner, refraining from mixing outside friendships with business; and,
- Accurately account for expenditures and property received.

Staff should always consult with the BSB buyer (previously known as “procurement specialist” or “purchasing specialist”) or contract analyst if questions arise regarding acceptable or unacceptable behavior when dealing with vendors.

2.2 Communication:

Communication is a key factor in successful procurement/contract administration. It is important for buyers, contract analysts, and program contract managers to understand the provisions of the purchase agreement, have the ability to communicate with both the vendor and Covered California, and maintain control over the performance as stated in the purchase order/contract.

2.3 Roles and Responsibilities:

2.3.1 Buyer

The buyer is the contact within Covered California’s BSB who prepares and manages purchase orders related to goods and non-personal services. The buyer must be knowledgeable about procurement rules and provide guidance to those wishing to procure goods and non-personal services.

The buyer shall create and maintain the procurement records, keeping in mind that the records may become part of a response to an audit or Public Records Act request. Records must be maintained in a professional manner, avoiding typos, scratch outs, personal notations and other materials not relevant to the procurement.

2.3.2 Contract Analyst

The contract analyst is the contact within Covered California’s BSB who systematically analyzes, drafts and ensures that contracts are properly executed. The contract analyst manages the contract working files, contract administration files, and delivers a copy of executed contracts to program contract managers.

The contract analyst shall create and maintain the contract records, keeping in mind that the records may become part of a response to an audit or public records request. Records must be maintained in a professional manner, avoiding typos, scratch outs, personal notations and other materials not relevant to the contract.

2.3.3 Program Contract Manager

The program contract manager is the authorized representative of Covered California responsible for managing a contract and monitoring the contractor’s performance.

The program contract manager serves as Covered California's liaison with the contractor. The actual responsibilities of the program contract manager vary depending upon the size, complexity, and terms of the contract. Program contract managers should refer to the Covered California *Program Contract Management Handbook* for additional information about roles and responsibilities.

All staff who serve in the role of a program contract manager must ensure that they:

- Are aware of and comply with procurement principles as they relate to goods and services procurement processes on behalf of Covered California;
- Communicate with the procurement and contract analyst on purchase-related issues;
- Maintain all appropriate documentation for future audit purposes; and,
- Understand and ensure all parties comply with the terms of the purchase order or contract.

Program contract managers shall:

- Complete all parts of the Contracts Training Series provided by BSB and Covered California University via Covered California's Learning Management System (LMS);
- Initiate solicitation and contract requests in a timely manner;
- Complete the Determination of Contractor/Consultant Assuming Office Designated Filers Form (HBEX 035) and HBEX 035 Attachment B and work with OLA and BSB to ensure compliance with Covered California's Conflict of Interest and State Ethics Training policies and procedures;
- Monitor the services to be performed by the contractor, as identified in the contract;
- Monitor performance measures in accordance with the contract's and Covered California standards;
- Communicate concerns to contract parties and take corrective action, as necessary, to ensure the successful completion of the contract in accordance with the terms of the contract;
- Ensure that Covered California and the public receive the intended benefits from the contract;
- Evaluate and document the delivery of the contracted services;
- Review, approve, and process invoices for payment;
- Monitor availability of funds; and,
- Initiate amendments in a timely manner, if needed.

Typical responsibilities of the program contract manager include the following:

- Notification to the contractor to commence work;
- Maintenance of contract documentation;
- Monitoring of the contract to ensure compliance with all contract provisions;

- Assessing the need for and requesting amendments, renewals, or new contracts as required;
- Reviewing invoices for payment;
- Monitoring contract expenditures;
- Encouraging the use of Small Business (SB), Micro-business (MB), and Disabled Veterans Business Enterprise (DVBE) subcontractors and vendors when feasible;
- Contacting BSB for assistance with SB/DVBE substitution requests and/or other contract problems;
- Contacting BSB for assistance with contract terminations;
- Verifying that the contractor has fulfilled all contract requirements before approving the final invoice;
- Approving and accepting the final products or services; and
- Performing contract closeout in accordance with the Program Contract Management Handbook (PCMH).

Program contract managers may not:

- Instruct vendors to ship products or contractor to provide services prior to the execution of a contract or purchase order;
- Change the terms of the contract or purchase order, including quantities and substitution of products, without going through the formal amendment process;
- Create or sign a purchase order or contract for goods or services;
- Sign any Contractor forms or documents;
- Authorize payment to the contractor for any work not performed satisfactorily; or
- Authorize approval of alternate SB or DVBE subcontractors in place of the SB or DVBE subcontractors listed in the original bid.

2.3.4 Procurement Liaison

The Procurement Liaison is any Covered California employee who works directly with the Purchasing Unit to initiate the purchase process, generally using an Intra-Office Requisition Form (HBEX 008). Each program area shall assign a Procurement Liaison. The Procurement Liaison shall be responsible for providing BSB with all necessary information, paperwork and approvals as required, and will complete the Stock Received Report identifying receipt of goods.

2.3.5 Approvers

The approver is any Covered California employee authorized to sign off on a procurement form, including, but not limited to:

- Intra-Office Requisition Form (HBEX 008);
- Justification for Contracting Out Services Form (HBEX 011a);
- GC 19130(b) Attachment Forms (HBEX 011b-011k);
- New Contract/Amendment Approval Form (HBEX 011);
- Purchase Order;

- Only staff authorized pursuant to the Signature Delegation Memo may sign a purchase order (including a STD. 65); and
- Standard Agreement (STD. 213)
 - Only staff authorized pursuant to the Signature Delegation Memo may sign a STD. 213.

2.3.6 Financial Management Division (FMD): FMD reserves the right to require budget approval for all procurements and contracts prior to the initiation of the procurement and contracting process. FMD policies, procedures and approvers shall be established by Covered California's Chief Financial Officer (CFO) or designee(s).

FMD provides funding pre-approval of contract/amendment requests. Once the contract/amendment is drafted, FMD verifies that funding is available and prepares a budget review form to be included with the Agreement Summary (STD. 215) document. FMD is also responsible for encumbrance processing and ensuring timely payment is made to all contractors and/or vendors.

2.3.7 Information Technology Division (ITD): ITD reviews and approves all IT contracts and procurements for goods and services ensuring that the proposed agreements are compatible with Covered California's technology policies and infrastructure.

ITD implements and supports Covered California's technology infrastructure. All contracts and/or procurement for products and services related to Covered California technology and IT infrastructure must be approved by the Chief Technology Officer (CTO) or designee(s).

2.3.8 Office of Legal Affairs (OLA): OLA provides guidance on Covered California's procurement and contracting policies. This includes assistance and review of Covered California's procurement and contracting standards; negotiating the terms of the contract; as well as reviewing and approving the contract. OLA also reviews Non-Competitive (NCB) justifications (HBEX 029).

In addition, OLA provides legal advice on Public Records Act requests; administration of the contract protest process; development and review of the Covered California's Non-Monetary Agreements; and determination of Form 700 filers.

2.3.9 Program Integrity Division (PID): PID may provide consultation to ensure compliance with Board-approved procurement processes prior to posting of the Notice of Intent to Award (NOIA).

2.3.10 Conduct

Contract analysts, buyers, program contract managers, and all those who participate in Covered California's procurement activities are expected to:

- Know, understand, and adhere to Covered California procurement policies;
- Comply with Covered California's Conflict of Interest Policy, Incompatible Activities Statement, and other related policies;

- Determine the estimated dollar value of the procurement;
- Determine the classification of the procurement (IT vs. Non-IT; Goods vs. Services);
- Use the appropriate procurement approach and follow those procedures related to applicable approach; and
- Determine the pre-procurement reviews and approvals which are necessary.

It is important to remember that these roles:

- Are necessary and important to safeguard Covered California's resources; and
- Are subject to public scrutiny due to the direct or indirect expenditure of public funds.

CHAPTER 3: PROCUREMENT AND CONTRACT TYPES

3.1 Procurement Classification:

It is the responsibility of the contract analyst or buyer to properly classify the procurement upon initial receipt of the request from the program to ensure that the correct rules and policies are applied. This is one of the most important steps in the procurement process as a misclassification may result in the entire purchase being null and void.

Covered California utilizes three types of procurement classifications. To correctly classify a purchase, the contract analyst or buyer must first determine the primary purpose of the Transaction. If a Transaction includes both goods and services, then determine whether the goods or service fulfill the primary purpose of the transaction. A service with incidental goods will be handled as a service and vice versa. The three types of procurement classifications are:

1. Information Technology Goods and Services: Products or services used mainly for information technology. Generally, these items can be purchased through a Leveraged Procurement Agreement (LPA).
2. Non-Information Technology Goods: Products with little or no information technology functionality. These are generally purchased with a purchase order or CAL-Card (e.g., office supplies, furniture).
3. Non-Information Technology Services: Services that do not have any information technology purpose. These will generally be contracted using one of the following contracting methods: Statewide Contract, Competitive Solicitations, or Non-Competitive Bid (NCB).

Once a purchase has been classified, there are several approaches that can be used for procurement. None of these approaches can be used at the same time (i.e., they may not be combined) and each purchase must utilize an appropriate approach from the list below. BSB will work with program staff to determine the best approach for each purchase.

3.1.1 Selection Approach: The following tables can be used to assist in determining an appropriate procurement.

Fair and Reasonable Services:

| Classification | Dollar Levels | Select Applicable Method | Written Document to Use |
|--|--------------------|--------------------------|--|
| Fair and Reasonable for all Goods and Services | Less than \$10,000 | E-mail, No Advertising | Purchase Order or STD. 213 as applicable (2 quotes required for Price Comparison Method. All other Fair and Reasonable Methods require 1 quote). |

SB/DVBE Option:

| Classification | SB/DVBE Dollar Levels | Select Applicable Method | Written Document to Use |
|---|--|--------------------------|--------------------------|
| SB/DVBE Option for all Goods and Services | \$10,000.01 - \$249,999.99* | E-mail, No Advertising | RFQ (2 quotes required) |
| Public Works | \$5,000.01 - \$388,000.00 or as determined by Department of Finance. | Email, No Advertising | RFQ, (2 quotes required) |

*Solicitations above the dollar threshold require Board approval.

Interagency Agreements:

| Classification | Dollar Levels | Select Applicable Method | Written Document to Use |
|----------------------------------|--------------------|---|-------------------------------|
| Non IT and IT Goods and Services | Any dollar amount* | No advertising or solicitation method required. | STD. 213, no quotes required. |

*Interagency Agreements above \$1,000,000 require Board approval.

Competitive Solicitations Using CMAS:

| Classification | Dollar Levels | Select Applicable Method | Written Document to Use |
|-----------------|------------------|-----------------------------------|---|
| IT Services | Up to \$500,000* | E-mail or Written, No Advertising | Request For Offer (RFO) (Minimum of 3 vendors solicited, only 1 quote required) |
| Non IT Services | Up to \$250,000* | E-mail or Written, No Advertising | RFO (Minimum of 3 vendors solicited, only 1 quote required) |

*Solicitations above the dollar threshold require Board approval. For other LPA's, solicitations will follow the thresholds outlined in the user instructions. Any excess of those thresholds requires Board approval (e.g., Information Technology Consulting Services Master Agreement).

Competitive Solicitations – Informal:

| Classification | Dollar Levels | Select Applicable Method | Written Document to Use |
|-----------------|--------------------|--------------------------|-------------------------|
| IT Services | Less than \$10,000 | E-mail, No Advertising | RFQ (2 quotes required) |
| Non IT Services | Less than \$10,000 | E-mail, No Advertising | RFQ (2 quotes required) |
| Non IT Goods | \$100 - \$150,000 | E-mail, No Advertising | RFQ (2 quotes required) |
| IT Goods | Up to \$1,000,000 | E-mail, No Advertising | RFQ (2 quotes required) |

* Informal Competitive solicitations should be used for less complex goods or services where alternative solicitations are not feasible or appropriate.

Competitive Solicitations – Formal:

| Classification | Dollar Levels | Select Applicable Method | Written Document to Use |
|----------------------------------|----------------|-------------------------------|--|
| Non IT and IT Goods and Services | Over \$10,000* | Written, Advertising Required | Invitation For Bid (IFB) or Request For Proposal (RFP) (3 quotes required) |

*Solicitations above \$1,000,000 require Board approval. The solicitation's value is determined by the total expected funding for the initial term plus all option years. Board approval will be required for solicitations for ongoing services when the cumulative expenditure for those ongoing services exceeds \$1,000,000 for one or more consecutive years.

Non-Competitive Bids:

| Classification | Dollar Levels | Approval |
|----------------------------------|----------------------|--|
| Non IT and IT Goods and Services | Up to \$25,000 | No written justification memo required |
| Non IT and IT Goods and Services | \$25,000 - \$150,000 | HBEX 029 required signed by Program and Executive Director |
| Non IT and IT Goods and Services | Over \$150,000 | HBEX 029 required signed by Program and Executive Director and requires Board Approval |

*Non-Competitive Bids above \$150,000 require Board approval. Board approval will be required for NCBs for ongoing services when the cumulative expenditure for those ongoing services exceeds \$150,000 for one or more consecutive years.

Competition requires soliciting responses from qualified vendors consistent with the size and nature of the procurement. To determine that “competition” has been effective, the minimum number of responsive bids must be received as outlined in the above tables above.

In the event responsive bids are not received from the minimum number of responsible bidders, the services may be awarded so long as the buyer or contract analyst documents that competition has been achieved and was not limited by:

1. Non-participation due to socioeconomic requirements.
2. Non-participation due to statutory requirements.
3. Non-participation due to bid specifications that are designed to limit bidding directly or indirectly to a particular bidder.

If less than the required competitive bids are received, Covered California will prepare a complete explanation outlining why less than the required competitive bids were received; provide a justification regarding the reasonableness of the price in the Agreement Summary (STD. 215); list the names and addresses of the vendors/contractors or individuals specifically notified of the contracting opportunity; and retain the documentation in the contract file. The justification will also be included in the Evaluation and Selection Report.

3.2 Leveraged Procurement Agreements (LPA):

LPAs are general agreements that take advantage of the buying power of the state and local agencies to negotiate lower prices. Examples of LPAs are: Statewide Contracts,

State Price Schedules, California Multiple Award Schedules (CMAS), Master Agreements (MA) (purchase, service, or rental), NASPO ValuePoint (NASPO) (formerly Cooperative Agreements and WSCA) and Software Licensing Program (SLP). Covered California has the flexibility to use these standard state LPAs for selecting vendors for procuring goods and services where appropriate.

LPAs include "user guides" or "ordering instructions" that are unique to a particular LPA program or contract. These instructions are commonly referred to as "user instructions" and must be reviewed within each LPA prior to initiating the procurement. Deviations from the user instructions may require additional review and approval from BSB, OLA, and the Board (if applicable) prior to awarding the agreement.

Buyers and contract analysts using LPAs must comply with all applicable Covered California procurement requirements.

3.2.1 California Multiple Award Schedules (CMAS): CMAS is a standard state method for procurement. CMAS contracts are awarded and administered by the DGS, Procurement Division (DGS-PD). CMAS offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive. DGS adds California specific contract terms and conditions, procurement codes, and policies to establish totally independent California contracts.

DGS-PD creates all current CMAS agreements, which include the maximum amount the vendor can charge the state for covered goods and services. State and local agencies are free, however, to negotiate lower prices with the vendor when utilizing a CMAS agreement.

3.2.2 Master Agreements (MA): MAs are one of the state's main procurement vehicles for leveraging its buying power. "Master Agreements" is an all-inclusive name referring to Master Service Agreements (MSA), Master Purchase Agreements (MPA) and Master Rental Agreements (MRA).

3.2.3 NASPO ValuePoint (NASPO) (formerly Cooperative Agreements and Western State Contracting Alliance WSCA): NASPO ValuePoints establish cooperative multi-state contracts where participating states may join together to achieve cost effective and efficient acquisition of products and services. Procurements utilizing NASPO contracts can achieve benefits from cumulative volume discounts. NASPO primarily contain information technology goods with limited availability of services.

3.3 Competitive Solicitations:

Covered California adopted a policy requiring the selection of vendors/contractors through a competitive solicitation process when Covered California or other state staff cannot sufficiently perform the required service.

There are two types of competitive solicitations: informal and formal. An informal competitive solicitation does not include a protest period or require advertising.

For formal competitive solicitations, Covered California uses a model contract procurement method.

The formal competitive solicitation process used by Covered California is as follows:

- Covered California drafts a model contract with a detailed Scope of Work (SOW).
- Potential contractors are asked to use the SOW as a baseline for developing their approach and cost bid for the project.

This is a dynamic competitive process through which Covered California can evaluate and test the strengths and weaknesses of the vendors and their proposals. Covered California can then make a final selection based on a combination of vendor experience; the quality and originality of the vendor's approach; and the overall value the vendor can bring to the project, including the price.

In accordance with GC Section 19134, personal services contracts entered into by Covered California for persons providing the following services shall include provisions for employee wages and benefits that are valued at least 85 percent of the state employer cost of wages and benefits provided to state employees for performing similar duties, as determined by the California Department of Human Resources (CalHR) and published on its website at <http://www.calhr.ca.gov/state-hr-professionals/Pages/current-rates-on-or-after-20030701.aspx>:

- Janitorial and housekeeping services;
- Custodians;
- Food services;
- Laundry services;
- Window cleaning services; and
- Security guard services.

The ultimate goal of the process is to fairly and appropriately obtain the maximum level of services available for a competitive price, and for Covered California to obtain the overall best value.

3.3.1 Request for Information (RFI): A Request for Information (RFI) is an informal solicitation document used to obtain general information about products, services, or vendors. RFIs are also used to develop the Scope of Work (SOW) of a contract which defines the service, quality, standards, tasks, and specifications of the work to be performed by the contractor. An RFI is only a request for information about potential services and no contractual obligation whatsoever may arise from the RFI process. RFIs do not commit Covered California to pay any costs incurred by vendors who respond to the RFI.

3.3.2 Invitation For Bid (IFB): An IFB is a formal competitive solicitation that may be used to obtain simple, common, or routine goods and services that may require personal or technical skills. Work methods should be standard with little discretion in terms of how the work is performed. The Scope of Work (SOW) must be clearly stated, and vendors are generally told what, how, when, and where the work and services are to be performed. Vendor capabilities are not rated or scored as vendors either pass or fail the IFB requirements and the award is made based on the lowest bid from a responsible vendor/contractor.

3.3.3 Request for Proposal (RFP): An RFP is a formal competitive solicitation that is used for Non-IT Services over \$10,000 and IT Services over \$1,000,000, unless an appropriate LPA is available that better meets Covered California's needs. The Primary Method of the RFP process should be used when the services are complex, but not unique or uncommon. This method uses a committee to evaluate proposals and determine if the vendors meet the solicitation criteria. Covered California awards the contract to the vendors with the overall lowest cost from among those that meet the criteria of the solicitation.

The Secondary Method of the RFP process is currently used most often by Covered California. This method utilizes searches for the vendor who can provide specific complex and unique services and requires an evaluation by a committee utilizing a point system. Covered California awards the contract to the responsible vendor with the overall highest points from among those that meet the criteria of the solicitation.

An additional Secondary Method of RFP, which has been used successfully by other state departments for their Marketing, Public Relations, and Communications contracts, may be used by Covered California's Marketing and Communications & Public Affairs Divisions to search for the vendor who can best provide specific, complex, and unique services. These unique services must be related to media, communications, public relations, and marketing Scopes of Work only. This method requires evaluation of proposals by a skilled committee utilizing a qualitative scoring method instead of a point system. Qualitative scoring enables the evaluation team to make a business judgment that includes less tangible factors common to marketing and public relations Scopes of Work, as to which vendor provides the best value to the Covered California (price and other factors considered).

3.3.4 Certification of Qualified Health Plans: Covered California uses an annual, competitive Qualified Health Plan application process for the selection of contractors to offer Qualified Health Plans through Covered California. This application process is unique to the selection of Qualified Health Plans and does not follow any of the standard contract procurement processes contained in this Manual. The Qualified Health Plan application process may change from year to year depending on the unique product portfolio requirements of Covered California. Covered California utilizes a complex evaluation process that applies the selection principles in GC Section 100503(c) and those identified in the Qualified Health Plan Application to select those

Qualified Health Plans that offer the best combination of choice, value, quality, and service.

Qualified Health Plans are certified for participation in both the Individual Exchange and Covered California for Small Business. For participation in Covered California for Small Business, Covered California may accept Qualified Health Plan Application responses on a continuous basis depending on the status of the product portfolio at that time. The Qualified Health Plan Application will be posted on the Covered California website and will specify the applicable deadlines for responses for the Individual Exchange and Covered California for Small Business. Covered California may post, modify, or remove a Qualified Health Plan Application at any time.

3.3.5 Request for Quotes (RFQ) for Goods and Non-Personal Services: This is an informal competitive solicitation used by buyers Covered California utilizes this method to obtain price quotes, create a comprehensive paper trail, and maintain a healthy competition for the Transaction. These are considered informal competitive solicitations, so advertising and a protest period are not required.

The buyer may select which vendors receive the RFQ. Final vendor selection must be based on the provided quotes. To ensure competition, the minimum number of required quotes (dependent on the purchase classification, cost, and SB/DVBE participation) shall be sought from a variety of vendors.

The selected vendor(s) must have all required procurement forms on file prior to completing the Transaction.

3.3.6 Small Business/Disabled Veteran's Business Enterprise Request for Quotes (RFQ): When a SB or DVBE can be used, the buyer or contract analyst must seek the minimum number of required quotes from only SBs and DVBEs. The minimum number of quotes required depends on the purchase classification and cost. When comparing quotes, a buyer or contract analyst must only compare a SB to another SB or DVBE to another DVBE. These vendors must be DGS Certified in order to be considered a SB or DVBE.

3.3.7 Other Selection Approaches: This manual contains the selection approaches most commonly utilized by Covered California. Any additional selection approaches from the State Contracting Manual not included in Chapter 3 may be leveraged by Covered California and documented on the STD. 215.

3.3.8 Socioeconomic and Environmental Preference Programs for Competitive Solicitations: Socioeconomic and environmental programs are established by state law and further defined by regulations and policies to increase business opportunities for small and disabled veteran businesses and those businesses operating in economically distressed areas of the state. Also included are the requirements for promoting the purchase of products that are energy efficient and have other preferable environmental attributes.

There are four socioeconomic and environmental preference programs applicable to Covered California purchases:

- SB Preference;
- DVBE Participation Program;
- Target Area Contract Preference Act (TACPA) and,
- State Agency Buy Recycled Campaign (SABRC).

Small Business Preference: The SB Procurement and Contract Act (GC Section 14835) requires that a fair share of the State's purchases and contracts be placed with small business enterprises. For purchases, regardless of the dollar amount, Covered California staff are strongly encouraged to seek and enlist participation of small business enterprises that have been certified by the DGS Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

- Covered California has established a 25% goal for purchases with SB.
- Covered California has established a SB/DVBE advocate within BSB.
- Buyers and contract analysts shall seek opportunities to enhance both prime and subcontracting opportunities for SB, MB, and DVBEs whenever possible.
- Staff are strongly encouraged to utilize the SB Option for acquisitions valued between \$10,000 and the applicable cost threshold for the SB Option prior to formal solicitation.

When purchasing from a CMAS contract, staff are strongly encouraged to obtain one or more quotes from Certified SB CMAS vendors before placing an order with a non-SB certified CMAS vendor.

General rules relating to the SB Preference:

- In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.
- In no event shall the combined cost of available preferences exceed \$100,000.
- In the event of an exact tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE per GC Section 14838(f).
- A large business (non-small business) may subcontract 25% or more of the SOW to receive the 5% preference. Large businesses awarded this preference must maintain the level of participation listed in their bid or proposal for the life of the contract. Any SB subcontractor substitution must be approved in advance by the BSB Deputy Director. All substitutions must comply with applicable state procurement laws and regulations.
- Exception: The SB preference is not applicable when the solicitation is being conducted using the "SB/DVBE Option" procurement approach (See Section 3.6.1.8 of this manual) if the acquisition is less than \$10,000 and the price has been documented to be fair and reasonable, or if the acquisition is exempt from

solicitation pursuant to Section 3.6 of this manual or applicable provisions in the State Contracting Manual.

Applying the small business preference formula is for evaluation purposes only and does not change the actual bids offered by any vendors.

DVBE Participation Program: Military Veteran’s Code (MVC) Section 999 et seq. established participation goals for state agencies of 3% annually for DVBEs when purchasing commodities and services. Covered California strongly encourages staff to seek DVBE participation.

General rules relating to the DVBE preference:

- Unless exempt from solicitation pursuant to Section 3.6 of this manual or applicable provisions in the State Contracting Manual, all procurements and solicitations that exceed \$1,000,000 shall seek DVBE participation. Staff should seek DVBE participation in all procurements and solicitations. The BSB Deputy Director may, for good cause shown and documented in writing, exempt an individual procurement or solicitation from DVBE participation requirements if such exemption will not prevent Covered California from achieving its DVBE annual participation goal. Such exemption must be noted in the solicitation.
- DVBE participation may be achieved by award of a purchase order or contract to a registered DVBE, or through DVBE subcontract(s). Large businesses must maintain the level of participation listed in their bid or proposal for the life of the contract. Any DVBE subcontractor substitution must be approved in advance by the BSB Deputy Director. All substitutions must comply with applicable state procurement laws and regulations.
- Contracts with government agencies, including public colleges and universities, and joint power authorities, are exempt from the DVBE participation requirements.

State Agency Buy Recycled Campaign (SABRC): Covered California staff must consider a product’s recycled content whenever purchasing IT or non-IT goods that fall into one of the recycled product categories shown below (PRC 4000 et seq.). A minimum of 50% of all funds expended on products in the five targeted categories must be for products meeting the applicable percentage of a Recycled Content Product (RCP).

| Product Categories | Minimum Content Requirements (Percent) |
|---------------------------------|---|
| Glass products (GL) | 10% Post Consumer |
| Paper products (PP) | 30% Post Consumer |
| Plastic products (PL) | 10% Post Consumer |
| Printing and writing paper (PW) | 30% Post Consumer |
| Metal products (M) | 10% Post Consumer |

All purchases of products in the targeted categories must include a certification by the vendor, under penalty of perjury, as to the recycled content percentage. The vendor may certify that the product contains zero recycled content.

Target Area Contract Preference Act (TACPA): The Target Area Contract Preference Act (TACPA) is intended to stimulate growth and employment in designated distressed areas throughout California. Covered California shall include TACPA preference option information and forms in all solicitations for contracts in excess of \$100,000, except for contracts in which the worksite is fixed by the provisions of the contract (GC Section 4533).

To qualify for a TACPA preference, the entity claiming the preference must be located directly in an eligible California distressed area(s).

When evaluating proposals for a contract for **goods**, Covered California shall award 5 percent (5%) preference to California-based companies that demonstrate and certify under penalty of perjury that of the total labor hours required to manufacture the goods and perform the contract, at least 50 percent (50%) of hours will be accomplished at an identified worksite(s) located in an eligible distressed area.

When evaluating proposals for a contract for **services**, Covered California shall award 5 percent (5%) preference to California-based companies that demonstrate and certify under penalty of perjury that at least 90 percent (90%) of the labor hours required to perform the contract will be accomplished at an identified worksite located in an eligible distressed area.

Bidders for a goods or services contract who qualify for the 5 percent (5%) preference, or whose worksite(s) where at least 50 percent (50%) of the labor required to perform the contract is within commuting distance of a distressed area, shall be awarded a 1 percent (1%) preference, if they certify under penalty of perjury that they will hire persons with high risk of unemployment equal to 5 to 9 percent (5% - 9%) of its work force during the period of contract performance; a 2 percent (2%) preference for bidders who agree to hire persons with high risk of unemployment equal to 10 to 14 percent (10% - 14%) of its work force during the period of contract performance; a 3 percent (3%) preference for bidders who agree to hire persons with high risk of unemployment equal to 15 to 19 percent (15% - 19%) of its work force during the period of contract performance; or a 4 percent (4%) preference for bidders who agree to hire persons with high risk of unemployment equal to 20 or more percent (20% or more) of its work force during the period of contract performance.

Covered California shall include a TACPA Preference (STD. 830) notice and Bidder's Summary (DGS/PD 526) must be included unless the worksite is specified in the contract. To receive any TACPA preference they may be eligible for, bidders must complete both forms under penalty of perjury, certify to perform the contract work, and submit the signed, completed forms as part of their proposal. This commitment shall

also be enforced through appropriate conditions contained in the contract (GC Section 4535).

Covered California Buy Recycled Products Campaign: In addition to SABRC, Covered California is required to utilize purchasing practices that ensure, to the maximum extent economically feasible, the purchase of materials, goods, and supplies that are recycled or have recycled material within their content. Fitness and quality being equal, purchase preference must be given to recycled products whenever such products are available, and the cost of such products is no greater than that of their non-recycled counterparts.

Non-Compliant Trash Bag Manufacturers and Wholesalers: In addition to SABRC and pursuant to PRC Section 42297 I (1) and (2), any plastic trash bag vendor, manufacturer or wholesaler, or any of its divisions, subsidiaries, or successors, is ineligible for any state contract, subcontract or renewal, extension or other state contract modification, if it is not in compliance with the certification requirements of the law.

To be compliant, manufacturers must adhere to the following requirements:

- Ensure that its plastic trash bags contain a quantity of recycled plastic post-consumer material (RPPCM) equal to at least ten percent (10%) of the weight of the regulated bags; OR
- Ensure that at least thirty percent (30%) of the weight of material used in all of its plastic products intended for sale in California is RPPCM; AND
- Ensure that its plastic trash bag, when labeled as biodegradable or compostable, meets American Society for Testing and Materials D6400 standard for Compostable Plastics.

Covered California is prohibited from contracting with manufacturers and wholesalers who are non-compliant with the Plastic Trash Bag Law, regardless of the product being provided in the contract (e.g., plastic trash bags, janitorial supplies or services, or any other products or services). Additional information, including a listing of compliant and non-compliant trash bag manufacturers and wholesalers, is available on CalRecycle's website.

3.3.9 Commercially Useful Function and Procedure: To be eligible for SB, MB, or DVBE status when bidding or contracting with Covered California, the proposed contractor/sub-contractor must perform a commercially useful function in the performance of the contract. (GC Section 14837; MVC Section 999).

Whether or not the proposed contractor/sub-contractor will perform a commercially useful function must be determined prior to award of the contract.

3.4 Fair and Reasonable:

The Fair and Reasonable procurement type is limited to Transactions valued at under \$10,000. There are five techniques a buyer or contract analyst may use to determine if a price is fair and reasonable:

- Price Comparison: A buyer or contract analyst has obtained and documented quotes or offers for the same items within the prior 18-month period from at least two other responsible vendors, which demonstrate that the price is fair and reasonable.
- Catalog or Market Pricing: The price offered is supported by an established and verifiable catalog or market pricing media issued by a responsible and/or through an established reputable forum. In addition, the pricing structure provided is one that a prudent buyer or contract analyst would accept as a reasonable representation of existing market value.
- Controlled Pricing: The price offered is set by law or regulation; competitively bid master agreements; or statewide contracts, etc.
- Historical Pricing Comparison: A buyer or contract analyst can reference a previous procurement for the exact product requested. This method is limited to procurements awarded within an 18-month period where the product's cost has not increased more than fifteen percent (15%) in comparison to the quote sourced by the buyer from a single responsible vendor.
- Cost/Benefit Analysis: The buyer or contract analyst with a demonstrably high level of experience in the particular procurement field can validate and document that the quote sourced from a single responsible bidder is so low that the cost of verifying the competitive price outweighs any potential benefit that could be reasonably gained by seeking comparable acquisitions at a lower price. This method is limited to procurements valued at \$250 or less.

3.5 Best Value:

Best value refers to the concept of making value-effective acquisitions. It involves specific procedural requirements, vendor selection criteria, and other factors for a particular Transaction established by Covered California to ensure that its business needs and goals are effectively met. Considered criteria can include, but are not limited to: a vendor's reliability, delivery turnaround, understanding and approach to the project, corporate qualifications, project team qualifications, past projects performed, and project management experience. Regardless of criteria used, cost must always be a factor.

3.6 Exempt from Bidding:

DGS has identified certain key exemption categories for contract types that do not have to be competitively bid. Covered California uses the below exempt from bidding categories as a best practice. This manual contains exemptions from the State Contracting Manual that Covered California uses most frequently. Additional exemptions from the State Contracting Manual not included in Sections 3.6.1 and 3.6.2 below may be used by Covered California and documented on the STD. 215.

Contracts that meet the following exemptions are not required to be competitively bid:

3.6.1 Exemptions

1. Contracts of less than \$10,000.
2. Contracts of less than \$10,000 where only per diem or travel expenses, or a combination thereof, are to be paid.
3. Emergency contracts. The work or service is for the immediate preservation of the public health, welfare, safety, or protection of state property.
4. Interagency agreements. Contracts with other California state agencies, the California State University (CSU), and University of California (UC) (GC Section 11256).
5. Contracts with other public entities, including contracts with another state, local, or federal agency; auxiliaries of CSU or the California community colleges; or an organization acting as a governmental agency under a joint powers agreement.
6. Contracts solely for the purpose of obtaining expert witnesses for litigation.
7. Contracts for legal defense, legal advice, or legal services by an attorney or the attorney's staff.
8. SB/DVBE Option (GC Section 14838.5).
 - a. This option allows for an award under the following conditions:
 - i. The contract is awarded to a certified SB/MB or DVBE;
 - ii. The contract award is greater than \$5,000 and less than \$250,000 (see paragraph 8.i., below, for public works contracts); and
 - iii. Quotes were received from at least two certified SBs or MBs; or two certified DVBEs.
 - b. An award based on receiving only one quote is not permitted under this method.
 - c. Mixing quotes (e.g., one SB and one DVBE) is not permitted under this method.
 - d. This option does not expressly require award to the low quote, however, if award will be made by other than low quote, the agency must document the business reasons and cost reasonableness basis for selecting the other quote.
 - e. No particular format or timing is required under this option. Agencies have discretion as to how to obtain the quotes. Agencies should provide vendors sufficient information about the services on which the vendors can formulate a quote, including copy of the proposed contract (e.g., scope, payment provisions, and terms).
 - f. The small business preference is not applicable under this method.
 - g. There is no protest right for this method. (GC Section 14838.5.) Therefore, agencies should not cite protest provisions when soliciting quotes.

- e. Public entertainment contracts for State-sponsored fairs and expositions;
- f. Contracts for conference or meeting facilities, including room accommodations for conference attendees, not to exceed \$250,000;
- g. Proprietary subscriptions, proprietary publications, and/or technical manuals regardless of media format, up to \$250,000. This includes access to pre-existing proprietary research data through a non-IT services contract; however, the subscription should not include the performance of any personal services (such as, but not limited to, consulting, advice, research);
- h. Rental of proprietary postage meters if they are interfaced and inter-membered with existing mailing equipment and there is only one authorized manufacturer's branch or qualified dealer representative providing services for a manufacturer in a specified geographical area. This exemption applies only in circumstances where annual postage meter rental services are less than \$100,000;
- i. Departmental memberships in professional organizations, provided it is solely a membership and does not include the performance of any personal services. Note: memberships for represented employees are governed by applicable collective bargaining agreements and memberships for non-represented employees are governed by the California Department of Human Resources (CalHR) rules;
- j. Contracts for training for state personnel if the cost of the training contract does not exceed \$50,000 and the cost of multiple training contracts with a single contractor does not exceed \$50,000 cumulatively in any 12-month period (Historical reference: MM 11-05). The exemption is for pre-existing training courses; it does not cover development of training or other personal or consulting services. Agencies shall not split contracts to avoid competitive bidding or other contract requirements. Agencies with recurring training needs should assess the cumulative amounts departmentally and generally should go out to bid if there are ongoing and/or department-wide needs.

3.7 Interagency Agreements (IA):

An IA for non-IT goods is a contract between two California state agencies or a California State University campus. An IA can also be put in place with a California local governmental entity, such as a county, city, district, or another state's or a federal government agency. IA agreements are exempt from competitive solicitation requirements and advertising. Procurements for non-IT goods from county and local governments and California State University campuses must be made using the process outlined in the SCM Vol. 1, Section 3.03.

Interagency agreements include:

1. A California state agency, college, or university;
2. An agency, college, or university from another state;
3. A California local governmental entity or agency;

4. An auxiliary organization of the California State University or a California community college.

To avoid the appearance that such an agreement is being utilized to circumvent competitive bidding or other requirements, services to be provided by the above entities that are not the result of a competitive bid should be performed primarily with the staff of the public entity or--in the case of the educational institutions, auxiliaries or foundations--by the faculty, staff, or students associated with the particular educational institution.

Services may be subcontracted without limitation only when the subcontracting is justified, not for the purpose of circumventing competitive bidding requirements and:

1. The total of all subcontracts does not exceed twenty-five percent (25%) of the total contract; or
2. All subcontracts are with entities listed above.

3.8 Joint Powers Authorities:

Joint Powers Authorities (JPAs) are formed pursuant to GC Section 6502 et seq. through an agreement between two or more public agencies to jointly exercise one or more powers common to the contracting agencies, even if one or more of the participating agencies may be located outside of California.

Covered California may contract with JPAs for services without being a party to the JPA agreement. JPAs are public entities and contracts with JPAs are exempt from competitive bidding; however, JPAs must still meet all other applicable Covered California contracting requirements including, but not limited to, compliance with GC Section 19130 et seq. regarding personal services contracts and verification that the JPA's rates are reasonable.

If services to be performed by the JPA will not be completed prior to payment by Covered California for such services, Covered California shall require a resolution from the JPA that authorizes the JPA to contract with Covered California.

3.9 Non-Competitive Bid (NCB) Contracts:

Also referred to as "sole source", an NCB is a contract that does not follow the competitive solicitation process. NCBs are only permitted as specified in this section.

Covered California may enter into a contract without competitive solicitation if the immediate purchase of services is necessary for the protection of health, welfare, or safety. The definition of "emergency" is a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

NCBs may be used when: 1) Only one contractor is available with the requisite qualifications to perform the needed services; or 2) Emergencies, where immediate

acquisition of goods or services is necessary for the protection of the public health, welfare, or safety.

NCBs may also be used when services or goods are needed to comply with changes in federal and state law as well as regulations and policies related to health reform in the nation and California. Recent and anticipated changes to the Affordable Care Act and its implementing regulations required Covered California to change current policies and implement new ones in very short timeframes. These changes may not rise to the level of an emergency, but directly impact Covered California's ability to fulfill its mission. As such, Covered California may use NCB contracts when: 1) There are changes in federal or state law or when changes to policies require Covered California to change its policies or implement new policies and there is not sufficient time to conduct a competitive solicitation; or 2) A contractor possesses unique skills or qualifications that Covered California requires in order to respond to such changes in order to fulfill its mission.

For NCB contracts valued at \$25,000 or more, the program contract manager must fully justify the NCB process by filling out the NCB Justification (HBEX 029), which must be approved by the Executive Director or designee.

In addition to the HBEX 029, all NCB contracts exceeding \$150,000 also require a signed Board Resolution documenting Board approval.

3.10 Emergency Contracts:

Emergency contracts are agreements for services needed immediately to avert, alleviate, or repair damage or destruction to state property, or to protect the public health, safety, or welfare. Emergency contracts are exempt from solicitation and advertising.

3.11 Non-Monetary Agreements (NMA):

A NMA is defined as a contract without monetary value. These agreements are created to protect the State's interests to complete projects or comply with regulations, but do not require the exchange of funds. As such, the normal procurement process and forms do not apply. Types of NMAs include, but are not limited to, the following:

1. Business Associate Agreements
2. Trading Partner Agreements
3. Software License Agreements
4. Non-Disclosure Agreements
5. Confidentiality Agreements
6. Trademark and License Agreements
7. Memorandum of Understanding/Agreements

These contracts do not require the New Contract/Amendment Approval Form (HBEX 011) or the Justification For Contracting Out Services Form (HBEX 011a), but they do require program and OLA approval. This approval can be captured on a Route Slip with an initial and date.

Once approved, these contracts can be routed to the appropriate Covered California signatory. Only Covered California staff that have authority to sign contracts per the Signature Delegation Memo may sign NMAs.

3.12 California Prison Industry Authority (CALPIA):

The California Penal Code (PC) Section 2807 and SAM Section 3505 mandate that state agencies purchase items available through CALPIA from them, unless a waiver of the requirement is obtained from CALPIA.

CALPIA carries a large stock of commonly used items, which can be found in the CALPIA catalog. The CALPIA product line includes, but is not limited to:

- Furniture
- Printing Services
- Metal Signs and Decals
- Digital Services Enterprises
- Binders
- Metal shelving
- Cabinets
- Toner

3.13 CAL-Card (aka P-Card)

CAL-Card is a payment mechanism that is subject to all procurement laws and rules as set forth by Covered California and applicable agreements.

Additional information and current rules and guidelines are contained in the Covered California *CAL-Card Handbook*.

3.14 Proprietary Software Acquisition and Maintenance/Upgrade Renewal

The following shall apply to procurements of new proprietary software and existing proprietary software maintenance/upgrade renewal contracts when competition does not exist. Alternative methods, such as the Software License Program, Small Business Option, or competitive solicitations shall be utilized if competition exists (competition typically exists in the form of resellers or when other proprietary software exists that is also able to meet the applicable business need).

If competition does not exist, such acquisitions up to a value of \$1,000,000, may be exempted from advertising and competitive bidding without an approved HBEX 029, so long as the procurement complies with all other requirements in this manual, including the below documentation which shall be maintained by BSB:

1. A letter from the software publisher/manufacturer dated and signed within twelve (12) months of the solicitation stating that the software or subsequent maintenance being acquired is not available through any other source; and

2. Documentation supporting that pricing for the acquisition or maintenance is justified and reasonable, regardless of value.

Contracts exceeding, and amendments to contracts that result in a cumulative dollar value exceeding \$1,000,000, shall require an approved HBEX 029 in addition to any other applicable requirements.

3.15 Amendments

If the original solicitation did not include an option to amend the contract or if unanticipated circumstances require an amendment in addition to any amendment authorized by the solicitation, then the amendment must comply with the process outlined below, or it will be considered an NCB. This includes amendments for increases and decreases to quantity, dollar amount and time.

Purchase Orders: An amendment or change order is any modification to a purchase order and must be entered into before the expiration of the original purchase order. Amendments to existing purchase orders are not subject to the NCB requirements if the following occurs:

1. They were competitively bid and:
 - a. Included an option for changes (e.g., quantity or time) consistent with the terms of the original purchase order; or
 - b. included options for changes (e.g., quantity or time) that were evaluated and considered in the selection for award during the solicitation process.
2. The amendment or change order corrects administrative errors, including, but not limited to, the following:
 - a. Transposition of numbers from the solicitation bid response or solicitation response to the purchase document, or for inadvertent failures to include such things as contact names or for incorrect addresses. This does not apply to changes in quantity or time.

Contracts: An amendment is any modification to a contract and must be executed within thirty (30) days after the expiration of the original contract. Competitive bidding requirements and exemptions should be evaluated when contemplating an amendment.

1. Amendments processed in accordance with the RFP or which were anticipated within the solicitation are not considered NCB amendments so long as they do not alter the SOW. A competitively bid contract can only be amended without NCB approval if the amount of the amended contract does not exceed the total contract amount approved by the Board and one of the following applies:
 - a. The contract provides for the particular type of amendment and:
 - i. The additional years or additional tasks were anticipated and evaluated in the solicitation (i.e., exercise of an option to renew that was included in the solicitation); or
 - ii. The amendment does one, but not both, of the following, and there is no change in the SOW:

1. Adds time only to complete performance, not to exceed one year. Note: “time only” means time to complete performance of the original agreement, such as extending the due date for a final report on a fixed-fee agreement. An amendment adding time only does not require Board approval even if the extension of the contract extends beyond the time specified in the Board resolution authorizing the contract. An amendment that provides for additional as-needed services (such as extended use of hourly fee or pay-per-service type arrangements) is not “time only” within the meaning of this exemption; or
 2. The amendment adds not more than thirty percent (30%) (not to exceed \$250,000) of the original contract for good and specific cause shown in writing to address specific exceptional, unanticipated, and unforeseeable circumstances necessary to achieve the primary purpose of the original solicitation and proposal. This increase must be supported for specific business reasons, such as in a unit rate contracts (e.g., per test, per sample, etc.) usage was higher than the original good-faith estimates/multipliers used in the solicitation. This permits flexibility when exceptional unanticipated circumstances warrant; but it should not be used in circumstances such as paying a contractor more on a fixed fee bid and should not be standard operating procedure.
 3. This time-or-money amendment exemption can only be used once. Additional amendments require NCB approval or a new bid for services. For example, a program cannot amend for time, then attempt to amend to add money.
 - b. Amendments to existing contracts under the same terms and the same or lower rates where a protest or other legal action delays the award of a new contract. These amendments should only last during the period the protest or legal action is pending until a new contract can be executed, but in no case shall the amendment extend beyond six (6) months.
 - c. Amendments to an existing contract to correct incidental errors such as: State’s clerical error in transposition of numbers from bid response to contract; typographical errors in a contract number, name, or address; or change in or omission of a contact name or phone number.
 - d. Amendments to an existing contract that make clarifying changes to the Scope of Work or the terms of the contract but does not increase or decrease the scope of work or add additional funding to the contract.
2. Amendments to NCB contracts. An amendment to an NCB contract will require a new NCB justification. The only exception is a time extension. The total term of an NCB contract, including all amendments, shall not exceed three (3) years unless otherwise approved by the Board. Amendments to NCB contracts that

exceed original Board approval thresholds require new Board approval before the amendment can be executed.

3. NCB amendments to competitively bid contracts. An NCB amendment to a competitively bid contract does not automatically convert the contract into an NCB contract. The NCB amendment must comply with the requirements of Section 3.9. NCB amendments may only be used under limited circumstances as authorized by Section 3.9. All other amendments to the competitively bid contract must adhere to the requirements as set forth in the solicitation and this manual. Board approval may be required if the amendment increases funding beyond the applicable thresholds identified in Section 3.1.1.

3.16 Option Year Funding

Funding for option years may not be used in advance of the applicable option year and may not exceed the funding amount for the original term of the Agreement or bidder's cost proposal. Option years must be enacted as written in Exhibit A, Scope of Work and Board Approval, if applicable.

CHAPTER 4: COMPETITIVE SOLICITATIONS

4.1 Process for Formal Competitive Solicitations and CMAS RFO's

As previously noted, the competitive solicitation process for Covered California follows a model contract procurement method of competitive solicitation to provide Covered California with the most cost-effective means of obtaining necessary goods and services. To accomplish this, Covered California adheres to the following processes:

1. Pre-Planning

The program must first determine whether other Covered California divisions or California state agencies can provide the needed goods or services. If there are no existing state assets or civil servants available to fill the need, the program must submit a request to the program's Division Director to approve pursuing a new contract. If the request is approved, the Division Director will designate a program contract manager to manage the process and any resulting contract on behalf of the program.

Program contract managers must complete all training modules of Covered California University's (CCU) Contract Training Series and be familiar with the requirements and guidelines in this manual, Covered California's Administrative Manual (CCAM), and Covered California's Program Contract Management Handbook.

Once appointed, the program contract manager may form a project team and submit a contract request to the program's assigned BSB contract analyst.

2. Planning

The program contract manager and the BSB contract analyst will complete the solicitation documents using the information contained in the approved HBEX 011a, Exhibit A – Scope of Work, and Exhibit B – Budget Detail and Payment Provisions. The contract analyst will compile all applicable forms and contract exhibits to complete the solicitation package, which must include the following information:

- a. General Information for Bidders
 - i. Purpose of the solicitation
 - ii. Period of performance
 - iii. Solicitation and submittal process
 - iv. Process for submittal of questions, if permitted
 - v. Key action dates/deadlines
 - vi. Protest process
- b. Scope of Work
 - i. Project objectives
 - ii. Vendor responsibilities
 - iii. Work products and deliverables
- c. Bid preparation instructions
- d. Evaluation criteria

- e. Minimum requirements
 - f. Desirable requirements
 - g. Model contract
 - h. Sample exhibits
 - i. Cost proposal format
 - j. Budget pre-approval
 - k. Contact(s) at Covered California
3. Approval
The BSB contract analyst will review the package. If all required documents are included and appear to be properly completed, the contract analyst will route the package for approval.
 4. The managers (working with a BSB contract analyst) will develop a list of potential vendors and send the vendors the Solicitation Posting Announcement. The posting announcement should include a brief summary of the services being requested and where the request is available online.
 5. The solicitation will be posted on the Solicitations page of Covered California's website.
 6. Question and Answer (Q/A) Process
 - a. All questions from potential vendors/contractors will be sent to the Covered California solicitation e-mail account.
 - b. The solicitation should include a deadline for all questions.
 - c. The BSB contract analyst will track the e-mails daily and schedule meetings with project managers to walk through questions and responses.
 - d. After the deadline has passed, no more questions will be accepted or answered. However, new e-mails received after the deadline will be responded to using standard language that informs the vendor/contractor that the deadline has passed.
 - e. All questions and answers will be posted on Covered California's website.
 7. Program contract managers will create an Evaluation Team who will work with the BSB contract analyst to develop evaluation criteria. The *Evaluation Team Handbook* will be given to each Evaluation Team member as a guide on the rules and their responsibilities.
 8. Screening Process
 - a. The BSB contract analyst will review each proposal received by the specified deadline to ensure that all required administrative components of the proposal are included.
 - b. The contract analyst will maintain a list of those proposals received after the published final deadline and those that do not meet minimum administrative requirements.

9. Release of Proposals to the Evaluation Team

- a. Proposals will not be released to members of the evaluation team until the Evaluation Team Certification of Confidentiality and Conflict of Interest form (HBEX 027) has been completed.

10. Evaluation Process

- a. The BSB contract analyst will prepare evaluation packets for the evaluation team and facilitate the final vendor/contractor selection meeting.
- b. The evaluation team must rate and rank each timely-received proposal that complies with the solicitation's administrative requirements utilizing the criteria contained in the solicitation and shall prepare a written Evaluation and Selection Report (ESR) in accordance with the provisions of the Program Contract Management Manual.
- c. Once the ESR is approved by BSB and all other applicable requirements are met, BSB will post a public Notice of Intent to Award.

11. Negotiation Process

- a. Program is responsible for negotiating the SOW and budget for the contract. OLA will assist with negotiating the standard terms and conditions of contracts and any other contract issues.
- b. The program contract manager must forward any concerns or issues to the BSB contract analyst.
 - i. The BSB contract analyst will prepare a draft contract using information from the model that the successful bidder submitted. This draft contract will be used during the negotiation process.
- c. The program contract manager must provide the BSB contract analyst with any changes to the draft contract resulting from the negotiations.

12. Before releasing the Notice of Intent to Award, the BSB contract analyst will ensure that the successful bidder is eligible to receive the contract award.

13. Notice of Intent to Award

- a. An announcement of the intent to award the contract to the selected bidder must be posted on or adjacent to the main entrance door of Covered California's Expo office and on Covered California's website for a minimum of five (5) business days. This five-day period is known as the protest period.

14. Post Award Conference

- a. Once a contract has been executed and before the contractor commences work, the program contract manager should schedule a post award conference with the contractor's key representatives to clarify roles and expectations and review all contract provisions.

4.2 Bidders' Conference and Bidders' Walk Through

The purpose of conducting a bidders' conference, if scheduled, is to clarify or explain the goods and services being sought, qualifications, DVBE/SB, or other requirements contained in the solicitation package.

The purpose of conducting a bidder's walk through, if scheduled, is to provide potential bidders with an opportunity to examine the work site(s) before preparing a bid in order to obtain full knowledge of the area(s) and specific equipment affecting the work which may not be fully described in the solicitation.

4.3 Evaluation

The evaluation team must be selected prior to releasing the solicitation and will develop the criteria and a comprehensive evaluation plan with the scoring factors that will be used for rating and ranking the submitted proposals. The plan must include the criteria for considering costs and provide for a fair and equitable evaluation of all proposals.

All proposals and final evaluation and scoring sheets are confidential and not available for public inspection pursuant to GC Section 100508(a)(1), and must be promptly submitted to the BSB contract analyst, along with the signed ESR, at the conclusion of the evaluation and report.

4.4 Preparing an Addendum to the Solicitation

The purpose of sending an addendum to all potential bidders who originally requested or were provided a solicitation package is to notify them of any material changes to the original solicitation prior to the solicitation proposal due date. Examples of causes for an addendum include:

- Extended solicitation proposal due date
- Required provision clarification
- Inadvertently omitted provision
- Revised exhibits

4.5 Receiving Proposals

Proposals are received through Covered California's Expo mailroom or by hand delivery to BSB's Expo office, unless otherwise approved by BSB's Deputy Director and specified in the solicitation. The BSB contract analyst will log the date and time of each proposal submitted in response to the solicitation.

Proposals Received After Deadline

Proposals received after expiration of the deadline specified in the solicitation, regardless of the means of delivery, will not be opened and will not be considered by the Evaluation Team. However, the Chief Deputy Executive Director responsible for the program or designee may authorize an exception and accept a late proposal if he or she determines that good cause exists. If such an exception is granted, the Chief Deputy Executive Director or designee must specify the good cause in writing and

outline the facts and other relevant details to support the decision. This written document must be provided to BSB prior to evaluation of the proposal.

Delivery of Proposals to the Evaluation Team

The BSB contract analyst will maintain all proposals received in response to a solicitation until the submission deadline expires. Once the deadline for receipt has passed, the BSB contract analyst will deliver all timely-received proposals to the Evaluation Team.

If the Chief Deputy Executive Director or designee accepts proposal received after the deadline specified in the solicitation, the BSB contract analyst shall immediately notify and deliver such proposals to the Evaluation Team.

4.6 Re-Solicitations

A re-solicitation may occur when the original competitive solicitation cannot be awarded, which is usually due to problems during or after the solicitation process. Issues that may result in a re-solicitation include:

- Zero or a minimum number of proposals were received;
- All proposals were non-responsive or from bidders who did not meet the minimum qualifications or were non-responsible;
- All proposals exceeded the maximum estimated budget stated in the solicitation;
- Problems were discovered after the solicitation submission or solicitation opening date; or
- Awarding the contract is not in the best interests of Covered California.

Before a re-solicitation occurs:

1. The BSB contract analyst must consult with the program contract manager on the need to issue a re-solicitation.
2. The BSB contract analyst must document the need and reason for re-solicitation, including the following:
 - a. Details of the solicitation;
 - b. Issues encountered;
 - c. Feedback from invited participants;
 - d. Options for addressing the issues; and
 - e. Recommended course of action.
3. The program contract manager will work with the BSB contract analyst to develop the revised solicitation package.
4. Advertisement: Re-advertising is strongly recommended, but not required if the following conditions are met:
 - a. The original advertisement is within ninety (90) days of the re-solicitation;

- b. The re-solicitation package is provided to all persons who requested or received the original solicitation package; and
- c. There are no material changes to the solicitation.

4.7 Evaluation and Selection Report (ESR):

The Evaluation Team will complete a final ESR to document the evaluation and selection process used for contract award. The ESR contains the Evaluation Team's consensus; summary of the evaluation results; and rationale for the recommended bidder. The report must be approved by BSB before releasing the Notice of Intent to Award.

4.8 Prior to Notice of Intent to Award:

The BSB contract analyst will verify that the prospective vendor/contractor is eligible to receive the contract award by confirming in writing that the vendor/contractor is not on the suspended or debarred list; has a SB/DVBE program violation; or listed on the Board of Equalization tax delinquent contractors list. All contractors must be qualified to do business in the State of California.

4.9 Release of Notice of Intent to Award:

After selecting a vendor/contractor and verifying that the vendor/contractor is eligible to receive the contract award, the following must occur:

1. Covered California shall post, in the designated area accessible to the public, a Notice of Intent to Award.
2. The agreement cannot be executed until the five-day protest period expires.

4.10 Protest Process:

For formal competitive solicitations, any protest properly submitted within five (5) working days of the posting of the Notice of Intent to Award must be considered. All protests are reviewed and decided by the Executive Director or designee.

The following protest procedures must be followed and included in 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 grounds for the protest and provide facts and citations of law sufficient to support the protest. 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 solely for the purpose of securing

confidential information about other bidders will be rejected by Covered California. The only grounds for a protest are:

1. Protestant reasonably believes that Covered California has acted in an arbitrary and capricious manner; or
2. Protestant reasonably believes that Covered California committed an error in its bid process, as stated in the solicitation that is sufficiently material to justify invalidation of the proposed award.

There is no basis for protest if Covered California rejects all bids or proposals, based on its best interests.

Requirements for Protest

Protests will be heard and resolved by Covered California's Executive Director or his or her designee. Protests must be submitted in writing, signed by an individual who is authorized to contractually bind the bidder, and contain a statement asserting the grounds for the protest including citations of law, rule, regulation, or procedures on which the protest is based. The protestant must allege facts and evidence in support of their claim. A protest must be delivered to Covered California by email, 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 (5) days after the Notice of Intent to Award has been posted.

The Executive Director's or designee's decision is 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 GC Section 100508(a).

A protestant who has demonstrated a legitimate ground for protest as described above may have access to certain relevant, non-public information regarding the RFP and Covered California's consideration of submissions in response to the RFP, as determined appropriate by the Executive Director and OLA. Protestant must execute a Non-Disclosure Agreement provided by Covered California. Trade secret, proprietary, and confidential information will be redacted from documents disclosed to protestant as part of the protest process.

Protest Procedures

Upon receipt of a protest, OLA will perform the following actions:

1. Review the protest letter to determine if it complies with all requirements and identifies a legitimate basis for a protest. If the protest letter does not comply with

the requirements or does not identify a legitimate basis, OLA will issue a written notice of dismissal.

2. Set due date for written submissions.
3. Prepare a proposed response as follows:
 - a. OLA will prepare a recommended decision for the Executive Director's consideration. The recommended decision will outline the protestant's position and the recommended response. The Executive Director or designee may choose to accept, reject, or modify the recommended response as needed.
 - b. OLA may request additional information from the BSB Contracts Unit to inform the Executive Director's decision.

No contract may be awarded and executed until the Executive Director issues a final decision.

Minimizing Protest Exposure

To minimize the likelihood of a protest, Covered California should adhere to the following:

1. All solicitation packages should be clearly written with easily understood instructions;
2. Evaluators understand all relevant procedures involved in evaluating responses to a solicitation;
3. Evaluators make justifiable decisions when determining whether a bidder complied with a solicitation's requirements. Such decisions must be clearly detailed in the Evaluation and Selection Report;
4. All bidders are treated fairly and impartially;
5. All bidders receive equal access to public information about the bid documents, statement of work, and qualification requirements;
6. Any waiver of immaterial defects in any submission does not unduly prejudice other submissions or affect the price;
7. Bidders receive timely and prompt access to all applicable IFB or RFP evaluation materials following the posting of a Notice of Intent to Award; and
8. If requested, bidders are informed of all reasons their submission was deemed nonresponsive.

4.11 Agreement Award

Once all requirements (e.g., posting, etc.) are met and the protest period and process are completed, the agreement can be awarded. The following reports shall be completed when the contract is awarded:

1. STD. 16 Contract Award: Within ten (10) working days of awarding the contract, a completed STD. 16 must be electronically sent to the Department of Fair Employment and Housing if the contract exceeds \$5,000, including contracts with the University of California.
2. PWC 100: For contracts subject to the Department of Industrial Relations (DIR) Prevailing Wage requirements, determine if a Form PCW 100 must be filed with DIR. The PWC 100 is filed electronically on the DIR website and fulfills the Public Works Project notification to both the Division of Apprenticeship Standards and the Division of Labor Standards, Compliance Monitoring Unit.
3. 3. Common Law Employee Analysis: The program contract manager shall complete the Common Law Employee Analysis form to assess the scope of work and identify individual employees or groups of employees performing services under the agreement. BSB will maintain these forms, which will be audited by OLA on an annual basis, at a minimum.

4.12 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, Covered California may, in its sole discretion, terminate the negotiations and engage the next highest ranked bidder without performing a subsequent solicitation.

Covered California may also, in its sole discretion, engage the next highest ranked responsible bidder without performing a subsequent solicitation anytime, within ninety (90) days of the original award date, if either of the following events occur:

1. A successful bidder is unable or otherwise fails to commence work within five days of the scheduled start date; or
2. An Agreement pursuant to the solicitation is terminated for any reason.

4.13 Telecommunication Services (STD. 20)

The Telecommunications Service Request Form (STD. 20), also known as “Form 20”, shall be utilized to obtain, modify, or cancel telecommunications services and equipment from CMAS telecommunications service providers.

Programs requesting such services or equipment shall submit a completed STD. 20 to BSB in accordance with any BSB requirements. Once approved, the program shall be responsible for submission of the request to the indicated service provider and for maintaining all STD. 20 transaction files. Use of the STD. 20 replaces the need for the HBEX 008, HBEX 011, and HBEX 011a forms.

CHAPTER 5: FORMS AND DOCUMENTATION

5.1 Intra-Office Requisition (HBEX 008):

The HBEX 008 is required to initiate a request to purchase goods and non-personal services. The HBEX 008 form is completed by the procurement liaison providing all necessary information, including: quantity, product description, specifications, and estimated cost.

The HBEX 008 requires the following approvals:

- The Approver reviews the HBEX 008, approves the purchase and expenditure of the program's budget.
- If a purchase exceeds \$10,000, FMD must review and approve.
- If the purchase is for non-routine IT equipment, ITD must review and approve.

The approved HBEX 008 shall be submitted to BSB for processing by a buyer.

5.2 External Training/Conference Request Form (HBEX 800):

An External Training/Conference Request Form (HBEX 800) must be completed to initiate a request for one or more employees to attend an off-site training, conference, or seminar whenever the vendor requires a purchase order or payment on a CAL-Card.

Onsite training under \$5,000 may also be obtained using the HBEX 800.

The HBEX 800 requires the following approvals:

- The program approvers will review the HBEX 800 and, if appropriate, approve the registration and expenditure of the program's budget;
- If the expenditure exceeds \$10,000, the HBEX 800 requires FMD review and approval.
- If the expenditure is for a non-routine IT training/conference/seminar, the HBEX 800 requires ITD review and approval.

Once all required approvals are obtained, the HBEX 800 must be submitted to BSB for processing. BSB may accept the HBEX 800 in lieu of an HBEX 008 for documentation purposes.

5.3 Business Card Order Form (HBEX 009):

An HBEX 009 is required to initiate a request to purchase business cards from the Office of State Publishing (OSP). Once all approvals are received, the approved HBEX 009 must be submitted to BSB for processing and fulfillment.

5.4 Payee Data Record (STD. 204 & STD. 205):

The STD. 204 is used to prepare Information Returns (1099) for non-governmental entities. Each vendor, other than a state or other governmental entity, who provides goods or services to Covered California must have a current and accurate STD. 204 on file with Covered California's BSB and FMD prior to any Transaction.

The STD. 205 (Payee Data Record Supplement) is an optional form used to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD. 204.

5.5 Contractor Certification Clauses (HBEX 039; Exhibit C):

In accordance with GC Section 12990 and 2 CCR Sections 11102 and 11105, all contracts entered into by Covered California and related subcontracts shall contain or incorporate Nondiscrimination Clause A or Nondiscrimination Clause B as specified in 2 CCR Section 11105, as appropriate, unless otherwise exempted by 2 CCR Section 11111.

The HBEX 039 contains contractual clauses required by statute or Covered California policy, and are included in all purchase orders. For contracts, the HBEX 039 clauses are included in Exhibit C of Standard Agreements and are approved by the contractor on the STD. 213. The HBEX 039 is not required for LPAs, IAs, or NMAs.

Except as specified in Section 5.6 for purchase orders, the HBEX 039 must be provided to the vendor by the buyer and a signed HBEX 039 must be kept on file within BSB.

5.6 Drug-Free Workplace Certification (STD. 21):

Required drug-free language is included in the HBEX 039. If the vendor refuses to complete the HBEX 039, and no other vendor is available for the purchase of the required goods, a completed STD. 21 can be accepted in lieu of the CCC 307. A copy of the signed STD. 21 must be kept on file within BSB.

5.7 Seller's Permit

A copy of the vendor's Seller's Permit or Certification of Registration must be obtained by the buyer for any purchases of tangible personal property, regardless of the dollar value. The permit/certification allows the vendor to sell products within the State of California and is obtained by the vendor from the California Department of Tax and Fee Administration (CDTFA). It is acceptable to obtain the seller's permit number only.

The buyer and contract analyst must verify a vendor's good standing with CDTFA using the CDTFA website. A copy of the Seller's Permit must be kept on file by BSB.

5.8 Purchase Order

A purchase order or STD. 65 must be used to purchase goods (non-IT and IT), non-personal services, and personal services using LPAs. Only approvers listed on the current Signature Delegation Memo may sign a purchase order. The Signature Delegation Memo will be maintained on file by BSB.

5.9 Office of State Publishing (OSP) Printing Requisition (STD. 67):

The Printing Requisition Form (STD. 67) must be used to place orders for services such as printing, typesetting, presswork, binding, and fulfillment with OSP. The buyer must complete the STD. 67 in accordance with OSP procedures.

5.10 Stock Received Report:

The stock received report is a copy of an approved purchase order or STD. 67 that verifies all goods are received from a vendor as ordered.

The stock received report can be marked as “Partial” if the order is not received in full. Upon the receipt of all items ordered, the stock received report is marked “Complete” and the procurement liaison signs and dates the form acknowledging their receipt of all goods. This form is kept within the applicable procurement file by BSB.

5.11 Small Business (SB)/Micro-Business (MB)/Disabled Veterans Business Enterprise (DVBE) Certification:

Vendors must submit a Bidder Declaration Form (GSPD-05-105) to verify SB/DVBE certification. If applicable, the vendor’s SB/MB/DVBE certification must be verified using the OSDS section of DGS-PD’s website to ensure the certification is in good standing at the time of purchase.

A copy of the GSPD-05-105 and SB/MB/DVBE Certification for the awarded bidder will be maintained in each procurement file by BSB.

5.12 New Contract/Amendment Approval Form (HBEX 011):

New contracts or amendments shall be approved using the New Contract/Amendment Approval Form (HBEX 011). The information required to complete the HBEX 011 form shall be collected in DocuSign for CLM (Contract Lifecycle Management) action request.

5.13 Justification For Contracting Out Services Forms (HBEX 011a-011k)

New solicitations and contracts are requested by the program contract manager using the Justification for Contracting out Services forms. The information required to complete these forms shall be collected in the DocuSign for CLM action request.

The HBEX 011, and associated attachments (HBEX 011a-k), must be completed and identify one (1) of the ten (10) GC Section 19130b justifications that permit the requested services to be performed by non-civil service staff.

Contracts for the following services do not require an HBEX 011b-k attachment:

- Copier, fax, and other equipment repair and maintenance agreements;
- Elevator maintenance;
- Ergonomic evaluation by a consultant certified ergonomist;
- Moving services;
- Security services;
- Mail courier services;
- Confidential document shredding services; and
- In non-state facilities: Electricians, Janitors and other repairs and maintenance.

The BSB Deputy Director may modify the above list to add similar services as necessary and appropriate.

The program contract manager is responsible for completing the applicable fields in DocuSign for CLM in order to populate the HBEX 011a and the corresponding HBEX 011b through HBEX 011k attachments as well as addressing any issues regarding the procurement.

BSB must notify the Labor Relations Office (LRO) of proposed contracts and amendments. LRO will provide timely and appropriate notification to bargaining units and organizations that represent state employees. Covered California may not execute a contract or amendment that requires notification until such notice has been provided.

5.14 Agreement Summary (STD. 215):

The Agreement Summary, STD. 215 form is required for all agreements executed via STD. 213 and for LPA contracts executed via STD. 65. The STD. 215, which is prepared by BSB's contract analyst, is used to summarize specific information relevant to the agreement, including:

1. Contractor information;
2. Fiscal information;
3. Description of services;
4. Need for the agreement;
5. Contracting method; and
6. Other relevant information necessary to understand the proposed Transaction.

5.15 Standard Agreement (STD. 213 and STD. 213A):

The Standard Agreement Form (STD. 213) will be prepared by the BSB contract analyst for new agreements, including IAs.

The STD. 213 is the cover of the agreement and incorporates the Exhibits, including the Scope of Work, Budget Detail and Payment Provisions, and the General Terms and Conditions.

The Standard Agreement Amendment Form (STD. 213A) form is used to amend an existing agreement.

5.16 Scope of Work (SOW) (Exhibit A):

The SOW defines the service, quality, standards, tasks, and specifications of the work to be performed by the contractor. Exact specifications and detail must be provided to ensure that all contractors have all the information they need to provide an accurate and fair bid, and to avoid any discrepancies in the performance of the agreement.

The program and program contract manager may not direct or authorize the contractor to perform any work or tasks not included in the SOW (often referred to as “ad hoc” work or tasks).

5.17 Budget Detail and Payment Provisions (Exhibit B)

Exhibit B must include and define the invoice and payment process, budgetary contingencies, and compensation rates (e.g., hourly rates or rates for completion of specified deliverables). As necessary, Exhibit B, Attachment 1 – Cost Worksheet may be included to identify the payment rates and distribution of funds.

5.18 General Terms and Conditions (Exhibit C):

Exhibit C contains the standard terms and conditions that must be included in each agreement. However, OLA may modify, remove, or add terms and conditions depending on the particular agreement.

5.19 Optional Exhibits:

Optional exhibits as set forth below may also be included. Each agreement should be reviewed to determine whether any of the below exhibits apply.

- Travel Reimbursement (must be approved by Deputy Chief Operations Officer, or designee)
- Privacy Addendum
- Definitions
- Covered California Marketing and Branding Guidelines

5.20 Non-Competitive Bid Justification (HBEX 029):

If the contract request is for a Non-Competitive Bid or “sole source”, then the HBEX 029 must be prepared, approved, and signed by the Division Director and Executive Director, or designee. OLA review and approval are required.

5.21 General Provisions

The applicable General Provisions Form (GSPD-401 or GSPD-401IT) must be included or incorporated by reference in a purchase order. These provisions ensure the protection of the public and Covered California. However, OLA may modify, remove, or add terms to the General Provisions Form depending on the particular procurement.

GSPD-401 and GSPD-401IT provisions are not required for purchases made via an LPA since those contracts have their own General Provisions. LPA General Provisions are incorporated on the purchase order by reference.

For contracts (STD. 213), the General Provisions are outlined in Exhibit C. Please refer to the current version of Exhibit C developed by OLA for the General Provisions that pertain to Covered California contracts.

5.22 Prior to Notice of Intent to Award or Purchase Order Execution

Prior to contract or purchase order execution, the contract analyst/buyer must ensure that the prospective vendor/contractor is eligible to receive the contract award by ensuring the following and documenting the file as applicable:

Suspended and Debarred Contractors

Solicitations will not be provided (except pursuant to a Public Records Request in accordance with Covered California policies and procedures), nor will bids be considered nor contracts awarded, to any entity that has been suspended from procurement or contracting, as follows:

1. If using state funds: Any entity on the DGS-PD “Suspended and Debarred Contractor” list; and
2. If using federal grant funds: Any firm that has been suspended from federal procurement and contracting.

SB/DVBE Program Violations

Any bids from firm or principal of a firm listed as currently being in violation of or suspended (sanctioned) by OSDS for violation of the SB or DVBE programs will be considered non-responsive and must be rejected as a prospective contractor/vendor.

Tax Delinquents

Covered California may not enter into contracts for non-IT goods or services with vendors/contractors identified as being among the 500 largest delinquent tax accounts by the Franchise Tax Board (FTB), BOE, or CDTFA. The BSB buyer or contract analyst must consult each of these lists of prohibited persons and companies as applicable prior to the award of any procurement or contract for non-IT goods and services. BSB must reject any prospective contractor/vendor listed as being non-responsive.

Corporate Qualifications

Covered California must verify that a prospective contractor/vendor corporation is qualified to do business in California prior to the award of any contract or purchase order.

"Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any Transaction for the purpose of financial or pecuniary gain or profit.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Covered California will determine whether a corporation is in good standing by verifying its status with the Office of the California Secretary of State.

5.23 California Civil Rights Laws Certification

All persons or entities that submit a bid or proposal or that renew a contract with Covered California for an amount of one hundred thousand dollars (\$100,000) or more

shall certify under penalty of perjury, at the time the bid or proposal is submitted and any at the time any such contract is renewed, all of the following:

- That they are in compliance with the Unruh Civil Rights Act (commencing with Section 51 of the Civil Code);
- That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 [commencing with Section 12960] of Part 2.8 of Division 3 of Title 2 of the Government Code);
- That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (commencing with Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 [commencing with Section 12960] of Part 2.8 of Division 3 of Title 2 of the Government Code); and
- That any policy adopted by them or a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be unlawful discrimination in violation of the Unruh Civil Rights Act (commencing with Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 [commencing with Section 12960] of Part 2.8 of Division 3 of Title 2 of the Government Code).

CHAPTER 6: PROCUREMENT PROCEDURES

6.1 Purchase Request

All purchase requests are initiated with the completion and approval of either an HBEX 008 or HBEX 800.

6.2 Purchase Order Creation:

After quotes are solicited and received, the buyer will select a vendor that provides the best value to Covered California. Once a vendor is selected, the buyer must complete a purchase order. All required information, such as line item information, subtotal, applicable sales tax, shipping costs, and final total must be identified on the purchase order. Once complete, the purchase order, along with all supporting documentation, must be submitted for review and approval.

6.3 Purchase Order Award and Distribution

When ready to award, the buyer must follow the procedures outlined in BSB's *Buyer Desk Procedures*. A copy of the purchase order will be made and stamped as the stock received report.

6.4 Receipt of Goods/Stock Received

All products received must be inspected for overages, shortages, damage, and compliance with specifications. The buyer and procurement liaison work together to verify all goods or services ordered from a vendor were received. Together they must complete the stock received report either as "Partial" or "Complete" based on how the goods or services are delivered by the vendor. In both instances, the procurement liaison will sign and date the stock received report acknowledging their receipt of the goods and/or services.

If items are missing, they must be identified to determine why the order was not filled and to make appropriate arrangements for delivery, exchange, or credits.

6.5 Receiving Definitions:

6.5.1 Receiving: The act of taking possession of goods in order to stage them for inspections or place them into inventory.

6.5.2 Inspecting: The act of examining goods that have been delivered to determine conformance to what was ordered via the purchase order or STD. 67. In some cases, the purchase may require specialized skills or expertise in examining the goods to determine conformance.

6.5.3 Acceptance Testing: The act of testing what is purchased, either all items delivered, or the first item delivered, or by random sampling of some or all items delivered. Testing determines whether what is purchased is in substantial accord with the contract and vendors and/or manufacturers published technical specifications and performs at a satisfactory level.

6.5.4 Acceptance: The legal act of documenting that the goods and/or services conform to the requirements of the purchase document terms and conditions. This is the goods receipt stage.

6.6 Inspection of Received Products:

Inspection of all purchased products must be made within a reasonable amount of time after receipt. Personnel receiving goods must verify all incoming shipments against a copy of the original purchase document and packing slip. Materials received via common carrier must be verified against the driver's shipping documents.

In addition, receiving staff must ensure that the correct goods were received and that substitutions have not been made. If an inspection will occur upon receipt of the goods, the purchase document must specify when the inspection will occur and how it will be accomplished.

Covered California staff shall, at a minimum, perform the following when conducting an inspection:

- Verify that the product ordered conforms to purchase order documentation;
- Verify the quantity ordered against the quantity shipped or delivered;
- Inspect for damage or breakage;
- Check for operability/functionality;
- Confirm instructions regarding special handling or packaging were followed;
- Verify the unit of measurement count is correct;
- Verify that delivery documentation is acceptable; and,
- Verify that packaging integrity is preserved.

Once it is determined that no issues exist and all items are accounted for, the person receiving the goods must complete the stock received report.

6.7 Damaged Goods:

If an item is found to be faulty or damaged, the buyer must resolve the problem with the vendor.

6.8 Under/Over Shipments:

The buyer receiving the goods may, if appropriate, accept any unit of measure and reject the rest. If, for example, the shipper sends 150 cases of paper when only 50 were ordered, the shipment can be rejected in total, or 50 cases can be received and 100 cases rejected. The buyer must timely notify the vendor of the under/over of shipment and action taken.

6.9 Rejection of Goods

If the requestor or the buyer are rejecting the goods, they must immediately communicate the problem and rejection to the BSB Procurement Manager.

The buyer must notify the vendor; make arrangements to hold the rejected goods somewhere protected from damage; and protect of any rejected goods until the vendor can take possession and remove them from the site.

The buyer must also provide a written notice of rejection to the vendor describing the defect that renders the delivery as non-conforming to the purchase document; what the delivery and inspection criterion were; and how the delivered product does not conform.

If, within a reasonable time period, the vendor does not remove the rejected goods, the buyer may:

- Ship the products back to the vendor at the vendor's expense;
- Store the rejected goods with reimbursement required from the vendor for any incurred costs.

The buyer must always contact the vendor prior to returning goods to determine the best way to handle the returns.

6.10 Hidden Damage:

If hidden damage is discovered, the requestor or buyer receiving the order shall promptly notify the buyer and BSB Procurement Manager for inspection of damages. BSB will, as appropriate: promptly:

- Notify the shipper and stop processing the order;
- Take pictures of the damage if a camera is available;
- Place the material on "hold" for instructions, or return to vendor all damaged materials by preparing an inventory adjustment document;
- Negotiate with vendor on material to be returned to vendor in exchange for money or like item of equal or greater value.

6.11 Returning Items:

The buyer is responsible for returning items to vendors and must:

1. Take control of the items, a copy of the purchase order, and all other information regarding the return;
2. Prepare the necessary packaging and shipping of any product being returned to the vendor;
3. Document the return of the items to the vendor;
4. Notify FMD of the return of the items to the vendor;
5. Maintain copies of all invoices, marking the specific items that were returned; and
6. Request a credit memo to document the return.

6.12 Invoicing:

In order for vendors to be paid for goods or services provided, a complete and accurate invoice must be received by Covered California for payment. A vendor may submit an invoice via regular mail or email. The invoice is processed by the procurement specialist and forwarded to the Approver. The Approver will review the invoice for accuracy and cross reference with the purchase documents. If the invoice is approved, the Approver will sign and return the procurement packet to the procurement specialist for further processing.

6.13 Office of State Publishing:

OSP offers various services to state agencies including, but not limited to, digital printing (including business cards), traditional printing, mass mailing, and fulfillment services. Solicitations for quotes from the OSP must be directed to the OSP Customer Service Representative for Covered California.

OSP must be given the opportunity to provide all printing services Covered California may require. Covered California's OSP customer service representative must be contacted for a quote and to see if they can meet the required order specifications and delivery deadline. Should OSP not be able to meet Covered California's requirements, OSP shall issue a waiver. Covered California must require any union printer who is awarded a contract for printing services to affix the union label to all print materials resulting from that contract.

The buyer processes all requests using a STD. 67 following OSP's processes.

6.13.1 Business Cards:

Covered California has a standard template for all business cards. Deviations from the template are not allowed. Requestors wishing to order business cards must complete the Business Card Order Form (HBEX 009) with all the required information.

The procurement specialist processes all requests according to the OSP WebStore process.

6.14 Shredding Machines:

The State Records Management Act contained in GC Sections 12270 et seq. describes the duties and responsibilities in managing the State's records. The Secretary of State is required to establish and administer, on behalf of the executive branch, a records management program which will apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records.

In accordance with the Records and Information Management Program (CalRIM) and SAM Section 1605, requests to purchase or rent shredders must be justified and require approval by BSB and Covered California's Records Management Coordinator (RMC) or designee.

6.15 First Aid Kits:

First aid kits must be provided and readily available to all employees, and must be purchased in compliance with specifications for first aid supplies as provided in CCAM.

6.16 Library Material and Information:

Education materials and information access resources may be purchased without advertising or soliciting quotes. Such materials and resources include books, periodicals, computerized information for library use, educational films, audiovisual materials, test materials, workbooks, and instructional computer software.

6.17 Memberships (Professional):

Memberships in professional organizations for represented employees are governed by the 21 collective bargaining agreements and payment is on a reimbursement basis (through a travel claim).

Memberships in professional organizations for non-represented employees are governed by CalHR rules and payment is on a reimbursement basis (through a travel claim).

These memberships, for both represented and non-represented employees, may not be purchased via a purchase order or CAL-Card.

Departmental memberships in professional organizations are considered a service and therefore, must be procured via a STD. 213.

Departmental memberships may not be purchased via a purchase order or CAL-Card.

6.17.1 Legal Counsel State Bar Reimbursement: In accordance with Bargaining Unit 2 labor agreement, Covered California will either reimburse or pay directly the cost of State Bar dues for each Covered California employee for whom bar membership is required as a condition of employment.

If Covered California elects to pay the State Bar directly, each affected employee must provide the original remittance portion of their bar dues statement to the person designated by Covered California at least four (4) weeks before the last day upon which the dues become delinquent.

If an employee has not received his/her bar statement at least four (4) weeks before the last day upon which the dues become delinquent, Covered California, in its sole discretion, may:

1. Make an exception and directly pay the employee's dues; or
2. Reimburse the employee for paying the dues himself or herself.

Covered California shall not be liable for or reimburse employees for penalties or fines incurred because of the late payment of dues, except where Covered California is responsible for the late payment.

6.18 Service Awards:

In accordance with GC Section 19849.9, Covered California may present to an employee who has completed twenty-five (25) or more years of state service a certificate, plaque, or other suitable memento and charge the cost against the support budget of Covered California or the office in which the employee serves. The cost of any certificate, plaque, or memento may not exceed one hundred and twenty-five dollars (\$125) or such adjusted sum that has been approved in accordance with statute.

A presentation may likewise be made to a retired employee who as of the date of his or her retirement has completed twenty-five (25) or more years of state service.

The BSB buyer shall process all requests in accordance with Covered California's procurement procedures.

6.19 Postage and Postage Meter Replenishment:

Normal business operations require Covered California to utilize postage meters for regular outgoing mail through the United States Postal Service (USPS). The postage meters will be procured using a NASPO LPA.

Covered California shall purchase replenishment postage funds through the procurement process using a purchase order and/or Revolving Fund Check. As Covered California is required to purchase funds through the postage meter vendor, postage procurement and/or postage meter replenishment is categorized as an exemption from bidding.

The BSB Deputy Director is authorized to approve all necessary and appropriate postage replenishment procurements for which funds are available without additional Board approval.

6.20 Reasonable Accommodations:

Covered California shall make reasonable accommodations (RA) to known physical or mental limitations of employees with a disability. buyers should consider LPA contracts, the Cal-ATSD supplier directory, and the Fair and Reasonable procurement method when making an RA. buyers may expedite any purchase request related to a reasonable accommodation and may leverage the following exemptions to accelerate the process:

1. Surplus Property Verification - Buyers are not required to contact the DGS Surplus Property & Reutilization (SPR) program to determine if surplus personal property (furniture) is available to complete the RA (See SCM Volume 2, Chapter 7, section 703). Buyer must note that RA acquisitions are exempt from this requirement in their PO documentation.
2. PIA Waiver - Buyers must evaluate whether PIA offers a product that meets the requirements of the RA request (both product specification and desired timeline). If the requirements cannot be met, buyer does not need to obtain a waiver to purchase non-PIA products, but must sufficiently explain in the procurement file

why PIA products could not accommodate the RA request. (See SCM Volume 2, Chapter 7, section 704).

Buyers shall use the Acquisition Sub-Type “Reasonable Accommodation (State Employee)” for all Purchase Orders entered for RA acquisitions.

No personally identifiable information pertaining to the accommodated employee (Social Security numbers, personal mailing or email address, home phone numbers, etc.) shall be included in the FI\$Cal PO entry or in the attached PO documentation.

BSB shall designate one individual as the RA Procurement Coordinator for Covered California. The RA Coordinator or designee(s) roles and responsibilities include but are not limited to: receiving, tracking, reporting, and expediting RA purchase requests, as well as complete required trainings specific to RA procurement.

CHAPTER 7: CONTRACT PROCEDURES

7.1 General Contract Procedure Information

The program contract manager is responsible for monitoring progress, approving payments and invoices, and addressing disputes.

Covered California BSB has staff dedicated to contract administration who work closely with program contract managers who need to procure services and goods.

Pre-Approval Process

All solicitation, contract, and amendment requests must be pre-approved by Covered California’s Chief Technology Officer (CTO) or designee, Office of Legal Affairs (OLA), and the applicable Chief Deputy Executive Director (CDED) or designee.

Using the DocuSign for CLM action request, the originating program or unit must complete an HBEX 011a to request a solicitation, new contract or contract renewal and submit it to the BSB Contracts Unit along with any applicable HBEX 011b-011k attachment, budget pre-approval information (for multi-year contracts; all optional years must be pre-approved), SOW, and budget detail for review.

For amendments, the blue section of the HBEX 011 that was issued with the original contract must be updated by the originating program or unit and submitted with for budget pre-approval with SOW, and budget detail to the BSB contract analyst for review using the DocuSign for CLM action request.

A Covered California Board Resolutions must be submitted with any request that requires Board approval (see Section 3.1.1, above).

The table below identifies the necessary forms and staff responsible for each contract type.

| Solicitation Process | Required Information and Forms | Individual Responsible |
|---|--|--------------------------|
| Competitive Solicitations (Invitation for Bid, or Request for Proposal) | <ul style="list-style-type: none"> <input type="checkbox"/> GC 19130 Justification (HBEX 011a and any applicable HBEX 011b-011k attachment) <input type="checkbox"/> Scope of Work <input type="checkbox"/> Budget detail <input type="checkbox"/> Budget pre-approval <input type="checkbox"/> Contractor’s List - Minimum 3 potential contractors (include current phone numbers, fax numbers and addresses) <input type="checkbox"/> Board Resolution (if over \$1 million) <input type="checkbox"/> HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Program Contract Manager |
| | <ul style="list-style-type: none"> • Solicitation documents (RFP, etc.) • Notice of Intent to Award • New Contract Approval (HBEX 011) • Agreement Summary (STD. 215) • Standard Agreement (STD. 213) | Contract Analyst |

| Solicitation Process | Required Information and Forms | Individual Responsible |
|--|--|--------------------------|
| | <ul style="list-style-type: none"> • General Terms and Conditions • Special Terms and Conditions • Additional provisions • Privacy Addendum, if applicable • Payee Data Record (STD. 204) • Certificate of Insurance • Background Clearance, if applicable • HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | |
| Non-Competitive Solicitation (Sole Source) | <ul style="list-style-type: none"> <input type="checkbox"/> GC 19130 Justification (HBEX 011a and any applicable HBEX 011b-k attachment) <input type="checkbox"/> Scope of Work <input type="checkbox"/> Budget detail <input type="checkbox"/> Budget pre-approval <input type="checkbox"/> Non-Competitive Bid Justification Form (HBEX 029) <input type="checkbox"/> Board Resolution (if over \$150,000) <input type="checkbox"/> HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Program Contract Manager |
| | <ul style="list-style-type: none"> • New Contract Approval (HBEX 011) • Agreement Summary (STD. 215) • Standard Agreement (STD. 213) • General Terms and Conditions • Special Terms and Conditions • Additional provisions • Privacy Addendum, if applicable • Payee Data Record (STD. 204) • Certificate of Insurance • Background Clearance, if applicable • HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Contract Analyst |
| LPA (Master Agreements, Multiple Award Schedules [CMAS]) | <ul style="list-style-type: none"> <input type="checkbox"/> GC 19130 Justification (HBEX 011a and any applicable HBEX 011b-011k attachment) <input type="checkbox"/> Scope of Work <input type="checkbox"/> Budget detail <input type="checkbox"/> Budget pre-approval <input type="checkbox"/> Board Resolution (if over LPA threshold) <input type="checkbox"/> HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Program Contract Manager |
| | <ul style="list-style-type: none"> • Solicitation document (RFO) • New Contract Approval (HBEX 011) • Standard Agreement (STD. 213) or Purchase Order (Note: See applicable user instructions) • General Terms and Conditions • Special Terms and Conditions • Additional provisions • Additional forms provided on the applicable LPA website • Payee Data Record (STD. 204) • Certificate of Insurance • Background Clearance, if applicable | Contract Analyst |

| Solicitation Process | Required Information and Forms | Individual Responsible |
|----------------------------|--|--------------------------|
| | <ul style="list-style-type: none"> • HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | |
| Interagency Agreement (IA) | <ul style="list-style-type: none"> <input type="checkbox"/> GC 19130 Justification (HBEX 011a and any applicable HBEX 011b–011k) <input type="checkbox"/> Scope of Work <input type="checkbox"/> Budget detail <input type="checkbox"/> Budget pre-approval <input type="checkbox"/> Board Approval (if over \$1 million) <input type="checkbox"/> HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Program Contract Manager |
| | <ul style="list-style-type: none"> • New Contract Approval (HBEX011) • Agreement Summary (STD. 215) • Standard Agreement (STD. 213) • General Terms and Conditions • Special Terms and Conditions • Additional provisions • Background Clearance, if applicable • HBEX 035, confirmation of compliance with any Form 700 and Ethics Training requirements | Contract Analyst |

7.2 Bargaining Units and Employee Organizations Notification

Except in extremely unusual, urgent, time-limited, or other circumstances where contracting out is recognized or required by law, federal mandate, or court orders, Covered California must make every effort to hire, utilize, and retain bargaining unit employees before releasing competitive solicitations. Covered California will provide notice to the bargaining union’s designated representative with copies of RFPs and IFBs for personal services contracts provided the resulting contract will be for services found in bargaining unit class specifications. BSB will not release a competitive solicitation until notice has been provided to the appropriate bargaining union’s designated representative.

7.3 Personal Service Contracts:

Except as otherwise indicated in this manual, the following steps must be completed to enter into a personal services contract:

1. Program must complete the Justification for Contracting out Services forms (HBEX 011a and any applicable HBEX 011b -011k) and obtain approval from the Office of Legal Affairs (OLA), and
2. The Labor Relations Officer (LRO) must notify the appropriate bargaining units and employee organizations that represent the state employees who perform the type of work being contracted out and provide them with a complete copy of the proposed contract. However, if the personal services contract is necessary due to a sudden and unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, notice is not required to be made by the LRO prior to the execution of the contract.

These requirements pertain to personal services contracts only, and not IAs, NMAs, Grants, or Reimbursable Agreements.

7.4 Contractor/Consultant Conflict of Interest:

Covered California's Conflict of Interest Policy is addressed in CCAM Sections 14-200 et seq. The Political Reform Act (Act) of 1974 (GC Sections 81000 et seq.), prohibits state employees from participating in decisions that may materially affect their financial interests. The law also requires employees in designated positions, including consultants/contractor employees, to complete and file a Statement of Economic Interests (Form 700) and comply with state ethics training requirements.

Designated consultants and contractor employees who fall within the definition of "consultant" pursuant to 2 CCR Section 18700.3(a) must be identified as a Designated Filer and electronically file a Form 700 through Covered California's electronic filing system. Additionally, these consultants must complete and provide proof of completion of the Ethics Training Course for State Officials in accordance with these policies and applicable law.

Failure to timely and accurately comply with the Act, other applicable law, CCAM and these policies may result in disciplinary or other appropriate action, including contract termination and civil and criminal sanctions (GC Sections 91000 et seq.).

Consultants, including contractor employees, who meet the definition in the regulations cited above are covered by the Act, Conflict of Interest laws, Form 700 filing requirements, and related restrictions to the same extent as designated employees of Covered California.

Consultants, including contractor employees, who are Designated Filers shall file their Form 700 electronically through Covered California, as follows:

1. Prior to commencing any work under the contract that qualifies them as a consultant within the meaning specified above (Assuming Office Form 700);
2. Annually thereafter while remaining a consultant as defined in the regulations cited above (usually no later than April 1st or the first Monday of April of each subsequent year) (Annual Form 700); and
3. Within thirty (30) days of ceasing to be authorized and ceasing to perform the duties of such a consultant to Covered California (Leaving Office Form 700).

The Disclosure Category for all consultants/contractor employees required to file a Form 700 shall be deemed to be Category 1 unless otherwise determined, in writing, by the Executive Director or the General Counsel of Covered California.

All such consultants/contractor employees shall also complete the Attorney General's Ethics Training Course for State Officials, unless they have previously taken an equivalent

ethics training course through another state agency or the Legislature during the required time period, as follows:

1. At the same time that the Assuming Office Form 700 is due; and
2. At least once every two calendar years thereafter during which he/she remains a consultant/contractor employee, as defined above, to Covered California.
3. A certificate of completion for the ethics training requirement shall be maintained in the program contract manager's file.

7.5 Background Check Requirements

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and state law or guidance, all staff, including employees, contract or sub-contract personnel, vendors or volunteers, who perform services under an agreement, must comply with the criminal background check requirements set forth in GC Section 1043, and its implementing regulations set forth in CCR, Title 10, Section 6456.

CHAPTER 8: PROCUREMENT RULES AND ETHICS

8.1 General Information:

California law requires state officials to complete an ethics training course within six months of their hiring, and every two years thereafter. Covered California policy requires that the initial training be completed within thirty (30) days of hiring unless it has previously been completed within the applicable time period.

It is the responsibility of all applicable staff to complete the required training course and to understand and comply with all applicable rules and ethics, and of their supervisors and managers to ensure the training has been completed and a Certificate of Completion filed in accordance with Covered California's Conflict of Interest Policy.

8.2. Employee Conflict of Interest:

Within thirty (30) days of employment with Covered California and by April 1st of each year thereafter, each designated staff member must complete and submit a then current FPPC Form 700 – Statement of Economic Interests to Covered California's Human Resources Branch.

8.3 Incompatible Activities, Gifts and Gratuities

All staff must familiarize themselves with and comply with Covered California's Incompatible Activities Statement and Conflict of Interest Code.

In addition, no staff member may provide or approve payment to vendors for services or goods before the work has been performed or the goods received. Such payments may be considered a gift of public funds and are strictly prohibited.

8.4 Order Splitting:

Procurements, including contracts, purchase orders and CAL-Card purchases, may not be split into multiple Transactions or contracts for the purpose of evading purchase limit restrictions, bidding, approval, or Board approval requirements.

For example: If a non-competitively bid purchase's total cost exceeds \$25,000, a HBEX 029 must be completed and approved prior to the purchase being made. A purchase totaling \$30,000 cannot be split into two separate purchases of \$15,000 each. This is considered order splitting and it is not authorized under any circumstance. In this instance, either the HBEX 029 must be completed, approved, and Board approval obtained, or the purchase must be competitively bid through the normal procurement process.

8.5 CAL-Card Compliance:

Unauthorized or otherwise improper purchases made with the CAL-Card are the responsibility of the individual Cardholder and may result in cancellation of the card and the Cardholder's authorization to use it, mandatory reimbursement to Covered California and disciplinary action.

In addition, failure by an Approving Official or Program Administrator to comply with his or her responsibilities and applicable policies, procedures, and this manual may result in the following actions:

- Reassignment of responsibilities;
- Financial liability for inappropriate purchases; and
- Disciplinary action.

8.6 Accepting Free, Loaner, or Trial Equipment:

A purchase order or Standard Agreement (STD. 213) must be completed prior to the acceptance of donated, loaned, or trial equipment.

For donated equipment, the purchase order or STD. 213 shall state Covered California assumes no further obligation or cost once it accepts the equipment at no cost.

For loaned or trial equipment, the purchase order or STD. 213 shall specify the term for which the equipment will be on loan and that:

1. Covered California may, in its sole discretion, terminate the loan or trial period at any time;
2. Covered California does not carry insurance covering the equipment, and shall not be obligated to repair, replace, or otherwise reimburse the vendor or any other party should the equipment be damaged, destroyed, lost or stolen;
3. At the end of the loan or trial period, the equipment shall be returned;
4. The vendor bears sole responsibility for any and all costs associated with the delivery and return of the equipment; and
5. If Covered California determines that the equipment meets all needed requirements and wishes to procure such equipment, a competitive solicitation and quotes must be obtained to procure the equipment in accordance with all existing Covered California policies and procedures.

8.7 Personal Use of Information:

Unless specifically authorized within the terms and conditions of the applicable employment or contractual relationship with Covered California, it is unlawful for any person to utilize any information that is not a matter of public record, or that is learned in the course of, or as a result of such employment or contract, for personal financial gain. This prohibition applies whether or not the person is employed or under contract with Covered California at the time the gain is realized.

8.8 Misappropriation of State Property or Services:

No Covered California employee may acquire any goods from Covered California unless the goods are offered to the general public in the regular course of Covered California's business on the same terms and conditions as those applicable to the employee.

Misrepresentation to vendors or contractors that personal acquisitions are for Covered California, when they are not, is prohibited and may result in termination or other adverse action, and/or criminal prosecution.

8.9 Sales Tax:

Sales tax rates are determined by the location where the products are physically received. Sales tax rates change from time to time and can be verified on the Board of Equalization website.

8.10 Travel Provisions:

All contracts that include payment for travel must be limited to official state business and within contract parameters. Travel and per diem rates may not exceed the rate for state employees as set by the CalHR. Contractors must complete and timely submit travel expense claims and receipts when submitting claims for payment.

8.11 Prompt Payment Act:

Covered California is required to pay properly submitted, undisputed invoices within forty-five (45) calendar days of receipt. Covered California may dispute an invoice submitted for reasonable cause if Covered California notifies the contractors within fifteen (15) working days of receipt of invoice or delivery of the goods or services, whichever is later. (GC Section 927 et seq.)

If the invoice is not disputed, Covered California must file a claim schedule for payment of the invoice with the State Controller's Office (SCO) within thirty (30) calendar days of receipt, or pay the invoice directly using the Revolving Fund within forty-five (45) calendar days of the invoices' receipt. The SCO has fifteen (15) calendar days to issue a warrant. Interest penalties begin accruing on the 46th calendar day following receipt of an undisputed invoice.

Covered California is required to pay qualifying interest penalties automatically without the need for businesses to request them. Interest penalties stop accruing the day a warrant is issued.

8.12 Prohibited Bids/Contract Participation

A person, firm, or subsidiary awarded a consulting services contract shall not submit a bid or be awarded a contract for the services or goods suggested in that consulting services contract except that a person, firm, or subsidiary may be awarded a subcontract of no more than ten percent (10%) of the total monetary value of the consulting services contract.

CHAPTER 9: EMERGENCY SITUATIONS

9.1 General Information:

An emergency, for procurement purposes, is defined by Covered California as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. The Deputy Chief Operations Officer (DCOO) and/or the Deputy Director of BSB or their designees will determine if a situation is an emergency.

9.2 Types of Emergencies:

Emergency procurements are divided into one of two classifications:

1. An emergency purchase in response to a natural disaster, e.g., fire, flood, earthquake; or
2. Any other emergency purchase not in response to a natural disaster.

9.2.1 Natural Disaster Emergency: The contract analyst or buyer must document the circumstances of the emergency purchase and issue any appropriate forms (e.g., purchase order). All required documentation must be maintained in the procurement file.

9.2.2 Other Emergency: The contract analyst or buyer must document the circumstances of the emergency purchase as well as the names and quotations of vendors contacted.

9.3 After the Emergency:

An emergency is considered over when the immediate concern for life, health, property, or essential public services is under control and the situation is stabilized. All purchases or contracts entered into after an emergency is considered over must follow the normal procurement and contracting processes.

9.4 Emergency Documentation:

The requestor, contract analyst, or procurements specialist must document the procurement file after an emergency purchase, which must include:

- A description of the emergency;
- An explanation of why the circumstances that warranted an emergency purchase;
- An explanation of the potential consequences of making the purchase through normal procurement processes;
- A description of the goods and the price; and
- The names of vendors contacted and quotes from each vendor.

CHAPTER 10: LEASE OF REAL PROPERTY

10.1 General Information:

Covered California may, in accordance with this Chapter, lease such real property, including facilities, as it determines are reasonably necessary and appropriate to properly carry out its duties and functions.

10.2 Procedures for Lease of Real Property/Facilities:

Covered California shall use written competitive processes and procedures for the lease of real property/facilities that are substantially similar to those used by the California Department of General Services and otherwise comply with applicable provisions of this manual as determined by the Deputy Director, Business Services in consultation with the General Counsel or their designees and approved by the Deputy Chief Operations Officer.

The BSB Deputy Director may, in consultation with the OLA Director and confirmed in writing, authorize exceptions to such written processes and procedures in an emergency in accordance with and as defined elsewhere in this manual.

10.3 Posting of Lease Solicitations:

Solicitations for leases of real property shall be posted on Covered California's website and shall specify the applicable deadlines for responses unless the BSB Deputy Director and OLA Director determine that such posting:

1. Would be futile and unlikely to result in more than one response due to unique requirements for the required real property/facilities; or
2. Doing so would unnecessarily delay obtaining required real property/facilities in an emergency.

10.4 Lease Requirements:

Unless otherwise determined necessary or appropriate for good cause by the BSB Deputy Director and OLA Director, all leases shall:

1. Be on a net usable square foot basis and not on a rentable square foot basis;
2. Where appropriate, be on a full-service rates basis, including all required utility, janitorial, and maintenance services;
3. Include an appropriate and identified tenant improvement allowance in the lease rate;
4. Be paid via monthly rent in arrears;
5. Utilize Covered California's standard lease form and exhibits;
6. Comply with all applicable requirements, as determined by the BSB Deputy Director and OLA Director, regarding Americans with Disabilities Act (ADA), Disabled Veteran Business Enterprise (DVBE), and California Environmental Quality Act (CEQA) requirements; and
7. Comply with applicable asbestos and lead criteria.

All proposed real property shall be subject to structural evaluation and review for conformance with Covered California’s needs by Covered California or its designated agents. Where cost effective as determined by Covered California, preference will be given to facilities which demonstrate Leadership in Energy and Environmental Design (LEED) or Energy Star compliance.

10.5 Letters of Intent:

Covered California shall not enter into a binding letter of intent for the lease of real property.

10.6 Lease Documents:

The BSB Deputy Director and OLA Director, or their designees, shall develop and utilize--subject to modification as may be necessary on a case by case basis--standardized lease documents and exhibits or attachments for the lease of real property by Covered California.

10.7 Additional Requirements:

The BSB Deputy Director and OLA Director may adopt such additional requirements, procedures, and guidelines as necessary and appropriate to best meet the needs of Covered California and its mission.

CHAPTER 11: PUBLIC WORKS

11.1 General Information

Contracts for services including the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement shall include unique language and requirements as specified in the California Public Contract Code and Government Code. These requirements may also apply to pre-construction and post-construction activities such as architectural design and construction inspection services.

11.2 Pre-Solicitation Requirements

Prior to solicitation, the following must be identified:

- Contractors State License Board (CSLB) Classification
- Covered California’s Estimate
- Approved Plans and Specifications

Please note that “Approved” plans and specifications may require review and approval of the applicable regulatory authority or licensed professional, including but not limited to State Fire Marshal, architect, engineer, etc.

11.3 Solicitation Requirements

For Public Works estimated less than the “Project Level” established by the Department of Finance, the contract may be advertised using the Small Business or DVBE Option method. For contracts with an estimated value within 10% of Project Level, or in excess of Project Level, a formal solicitation will be required. Consult with the BSB Procurement Officer to determine if additional approvals are required before proceeding with the formal solicitation.

Bid Security or Bidder’s Bond may be required for the solicitation. The Bidder’s Bond provides financial protection to the State and guarantees that the contractor will enter into a contract, if awarded, and furnish the Payment and Performance Bonds as required. The Bidder’s Bond, if required, must be included with the contractor’s bid. See PCC 10167 for the State’s requirements for Bid Security.

11.4 Contract Award

Upon award of a Public Works contract, complete the STD. 16 and PWC 100. See PCM Section 4.11 for details.

11.5 Post Execution & Notice to Proceed

Upon contract execution, the program customer and contract analyst shall determine the start date for the work. This start date shall be captured on a Notice to Proceed (NTP) and issued to the contractor no less than five (5) days before the start date.

Any Bidder’s Bonds or cashier’s checks obtained as Bid Security may be returned to the appropriate contractors at this time.

APPENDICES

APPENDIX A

DEFINITIONS

APPENDIX A: DEFINITIONS

Acceptance of Offer: In contract law, the act of accepting an offer to provide goods/services and creating contractual liabilities for both the offeror and the offeree.

Acceptance of Performance (Goods/Services): The legal act by which Covered California assumes ownership of goods or approves specific services rendered as partial or complete performance of the contract.

Amendment: A document used to effect a change or modification in one or more provisions of an existing contract or purchase document.

Award: Covered California's acceptance of an offer to provide goods or services by issuance of a contract/order.

Best Value: Any factor or criterion related to requirements and vendor selection for a particular transaction that is established by Covered California to ensure business needs and goals are effectively met and that Covered California obtains the best value. Synonymous with value effective.

Bidder: A person or business entity offering or proposing to provide supplies, equipment or services for a specific price, rate, and terms. Bidder is sometimes used interchangeably with contractor, proposer, supplier, vendor, or other similar term.

Bidders' Conference: An opportunity, if scheduled, to clarify or explain the goods and services being sought, qualifications, DVBE, or other requirements contained in the solicitation package.

Bidders' Walk Through: An opportunity, if scheduled, for potential bidders to examine the work site(s) before preparing a bid in order to obtain full knowledge of the area(s) and specific equipment affecting the work which may not be fully described in the solicitation.

Business in Good Standing: A vendor/contractor who is qualified to do business in the State of California and is verified by Covered California as not being listed with the BOE and FTB as a tax delinquent entity and/or which has a valid certification from DGS as a SB/MB/DVBE.

Buyer: The staff person in the Business Services Branch Purchasing Unit) responsible for processing purchase orders. Previously known as procurement specialist or purchasing specialist.

CAL-Card: A payment mechanism (VISA payment card). It can have flexible spending limits, is issued in the name of the cardholder, and is billed to Covered California. Also known as a P-Card (Procurement Card) in FI\$Cal.

California Multiple Award Schedules (CMAS): A program that establishes leveraged contracts based upon an existing General Services Administration Multiple Award Schedule or some other competitively bid or assessed multiple award contracts.

Certified Small Business: A business that has been certified by the Office of Small Business and DVBE Services (OSDS), Department of General Services, as a small business as defined in GC Section 14837 and 2 CCR Section 1896. OSDS issues the business a letter of certification that allows the business to claim the small business preference when submitting bids and to obtain statutory penalties for late payments on contracts.

Competition: All eligible vendors are permitted to compete for a contract and evaluated on the same fixed criteria.

Competitive Approach: An acquisition approach where the dollar-value of the transaction guides use of procedures for full and open competition, competition based on fair and reasonable evaluation, or use of the SB/DVBE option. This approach is contrasted with use of existing sources or a non-competitive approach.

Competitive Solicitation Process: A process conducted when using a competitive approach. The solicitation method (phone, fax, written, etc.), solicitation document, and procedures vary based upon transaction type, approach (formal, informal, SB/DVBE option) and estimated dollar value of the acquisition.

Contract: A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between Covered California and another entity, public or private, for the provision of goods or services.

Contractor: The business entity with whom Covered California enters into a contract. Contractor is sometimes used interchangeably with bidder, supplier, vendor, or other similar term.

Cooperative Agreements: See NASPO ValuePoint

Deliverables: Contracted goods, services, other items (e.g., reports), or results a vendor agrees to produce/provide in the performance of a contract.

Disabled Veteran Business Enterprise (DVBE): A business that meets all of the following criteria: at least fifty-one percent (51%) of the business is owned by one or more disabled veterans, or in a business whose stock is publicly held, at least fifty-one percent (51%) or more of the stockholders are disabled veterans; the management and control of the business are exercised by one or more disabled veterans; the business is domestically owned and its home office is in the United States; and the business has been certified as a DVBE by OSDS.

DocuSign for Contract Lifecycle Management (CLM): A platform that allows program contract managers and designees to manage contracts and amendments for the duration of the life of a contract. CLM allows users to initiate contract action requests, provides document generation, collaboration, workflow, integration with DocuSign eSignature and a searchable repository for completed agreements.

Emergency: A sudden, unexpected occurrence that creates a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (PCC Section 1102).

Evaluation Team: The Evaluation Team is the group that works with the BSB contract analyst to develop solicitation evaluation criteria, review the solicitation proposals, and develop the Evaluation and Selection Report. The team includes the program contract manager and may include the program project Manager, program staff, and consultants acting as subject matter experts. However, consultants acting as subject matter experts may not award scores to proposals or be present at the meeting where final scores are documented.

Evaluation and Selection Report: The report documenting the strengths and weaknesses of the solicitation offers reviewed by the Evaluation Team. The Evaluation and Selection Report shall explain why the selected vendor provides the best overall value to Covered California.

Executed: The state of a contract when it is signed by both parties, and approved by the appropriate entities as required by any statute, regulation, and policy.

Existing Sources: An acquisition approach. Existing sources include, but are not limited to, leveraged procurement agreements, Community-based Rehabilitation Programs (CRPs), and state programs (such as property reutilization, Prison Industry Authority programs, and use of state resources through Interagency Agreements). This approach is contrasted with use of a competitive approach or a non-competitive approach.

Fair and Reasonable: An evaluation methodology that can be used for acquisitions less than \$10,000 that is either objective or subjective. It is used to determine if the price paid is reasonably close to that price which would be paid by another prudent buyer or contract analyst under similar circumstances.

FI\$CaI: The Financial Information System for California -- a statewide accounting, budget, cash management, and procurement IT system.

Fiscal Year: A fiscal year is a period used for calculating annual financial statements, and planning the use of funds in businesses and other organizations. The State's fiscal year runs from July 1st through June 30th of the following year.

General Provisions (GP): Terms and conditions applicable to a contract.

A document that is required to be included with certain contracts.

Good Standing: See Business in Good Standing.

Goods: As defined by PCC Section 10290(d), goods are all types of tangible personal property, including but not limited to materials, supplies, and equipment.

Government Code (GC): A compilation of statutes prescribing how state and local governments will function.

Invoice: A document received by Covered California from the contractor. It is a bill for contract execution and generally for services rendered or for goods delivered.

Leveraged Procurement Agreement (LPA): A leveraged procurement is the method used to combine state departments' requirements for the same items or for families of similar items, thus providing standardization and "leveraging" the State's buying power to: achieve lower prices, better terms/conditions, and/or improved service through volume purchasing; and minimize the administrative costs associated with individual departments having to undergo the acquisition process repetitively to fulfill their individual, ongoing requirements for the same item(s).

- Examples of the State's leveraged procurement agreements include Master Agreements (such as NASPO ValuePoint contracts), California Multiple Award Schedules (CMAS), Statewide Contracts (including strategically sourced contracts), Software Licensing Program (SLP) contracts, and the State Price Schedules.

Maintenance (with respect to Information Technology): Activities or costs associated with the ongoing upkeep of operational applications of IT. Maintenance includes correcting flaws, optimizing existing systems or applications, responding to minor changes in specified user requirements, renewal of equipment maintenance agreements, software or hardware upgrade or refresh to maintain the health of the systems, and meeting normal workload increases using substantially the same applications, facilities, IT personnel, supplies, and software.

Market Research: The process used for collecting and analyzing information about capabilities within the market to satisfy a department's needs.

Master Agreement: An agreement entered into by the Department of General Services resulting in set prices for a specific period of time that can be used by other government entities within California to obtain the listed goods/services.

Master Service Agreement (MSA): Similar to Master Agreement as it relates to acquiring services. May also be an agreement for non-IT services for use by divisions of Covered California.

Micro-business: A subset of certified small business that together with any affiliates is either: a service, construction, or non-manufacturer with twenty-five (25) or fewer employees, and average annual gross receipts of \$2,500,000 or less over the previous three years, or a manufacturer with twenty-five (25) or fewer employees.

NASPO ValuePoint: A consortium of multiple states that establishes cooperative contracts using a competitive process. Participating state governments join together in order to achieve cost-effective and efficient acquisition of quality products and services through volume discounts (formerly known as Cooperative Agreements and WSCA).

Non-Competitive Bid (NCB): A non-competitive transaction adhering to a specific approval process in which only a single vendor is afforded the opportunity to offer the State a price for the specified goods or services.

OLA: Covered California's Office of Legal Affairs.

Parties: Two entities who enter into a contract. The contractor and the State (Covered California) are both parties relevant to contracts executed at Covered California.

Price: The cost of goods and/or services plus any fee or profit.

P-Card: FI\$Cal abbreviation for Procurement Card. See CAL-Card.

Price Analysis: An evaluation of a vendor's proposed price to examine its reasonableness without evaluating its separate cost elements and proposed profit.

Procurement: A process to obtain goods/services, through purchase or lease, for the benefit of Covered California. The process begins with identification of a need and consists of three phases: Acquisition Planning, Acquisition Phase, and Post Award Administration. Sometimes referred to as contracting, purchasing, or acquisition.

Procurement Specialist: See Buyer.

Program: For purposes of this manual, program refers to a particular organizational unit or area, or group of units or areas, responsible for closely related and interdependent activities relative to specific objectives of Covered California. Examples of programs within Covered California include: Administrative Services, Program Integrity, and Marketing.

Prompt Payment Act: Statutory provisions that establish contract payment timelines and set interest penalties on late payments for state contracts.

Proposal: An offer made in response to a Request for Proposal (RFP). May also be used to refer to an offer or quote, made in response to a request to perform a contract for work/labor or to supply services at a specified price, whether or not it is the result of

competition or a non-competitively bid solicitation contract. “Proposal” and “bid” may be used interchangeably.

Proprietary: Belonging to or owned by a specific person or entity. One who has exclusive title that can be branded, private, or protected.

Proprietary Software: Computer programs which are the legal property of one party, the use of which is made available to a second or more parties, usually under contract or licensing agreement.

Public Contract Code (PCC): A compilation of statutes prescribing how state and local agencies will contract for goods and services.

Public Records Request: The Public Records Act, GC Section 6253, provides that every person has a right to inspect any public record, except those exempted from public disclosure by statute. Requests to inspect public records may be made either in person or by written request in accordance with CCAM or as otherwise determined by the General Counsel.

Public Works Contract: A contractual agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement.

Purchase/Purchasing: The act/process to obtain goods/services, through purchase or lease, for the benefit of Covered California. Depending on context, may be used interchangeably with or refer to any type of procurement, contracting, or acquisition addressed in this manual.

Purchase Order: A contractual document which formalizes Covered California’s acceptance of an offer to buy goods and/or services from a vendor. Upon acceptance of the offer by Covered California, an enforceable contract for the sale of goods and/or the performance of services is formed. The term includes both Covered California’s purchase order form and/or the STD. 65 form.

Purchasing Specialist: See Buyer.

Quote: An offer, made in response to a request to perform a contract for work/labor or to supply goods at a specified price, whether or not it is the result of competition or a non-competitive contract. Also known by other names such as proposal or quote.

Reasonable Price: See Fair and Reasonable.

Requisition: A general term for an official written request to acquire goods and services that is sent to a purchasing department or entity. The type of written request varies by acquisition approach or Covered California policy and may include use of a

standard Purchase Order, service request document, request memo or other format. Covered California uses the Intra-Office Requisition (HBEX 008).

Responsible Bidder: A vendor/contractor who is fully capable of performing the contract. Considerations include a vendor deemed to satisfactorily demonstrate some or all of the following capabilities pertinent to the specific transaction: adequate financial resources or the ability to obtain the resources required to perform the contract; an adequate cost accounting system; the capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; a satisfactory record of performance; a satisfactory record of integrity; qualified and eligible to receive an award under all applicable laws and regulations; necessary organization, experience, operational controls and technical skills (or the ability to obtain them); necessary production and technical equipment and facilities; the ability to satisfy special capability standards when required by a unique procurement or class of procurements; and an adequate quality assurance program.

Responsive Bidder: A bidder whose solicitation response is compliant with solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.

SB/DVBE Option: A competitive acquisition allowed per GC Section 14838.5 (a) and (b). It can be used for transactions within specified dollar range and targets participation from only small businesses or disabled veteran business enterprises.

Scope of Work: For some Leveraged Procurement Agreements (LPA), a scope of work is the part of the Request for Offer (RFO) where departments detail the services they are seeking. See Statement of Work (SOW).

Services: Non-IT services: A contract in which the contractor provides a duty or labor, as opposed to commodities or goods. IT services: IT contracts for personal labor, effort, or time, including services for computer hardware and software maintenance or repair; programming and analysis of IT systems; IT training or other IT consulting service.

Small Business: See Certified Small Business.

Software: The set of operating system, utility, communications, user interface, and management programs that enable users to operate and control computers and develop application systems.

Solicitation: The process, by whatever name known or in whatever format used, of notifying prospective contractors or vendors that Covered California wishes to receive quotes for furnishing goods and/or services.

State Administrative Manual (SAM): A manual governing state functions published by the Department of General Service, Office of State Publishing. Provides uniform

guidance to state agencies in their fiscal and business management affairs, relative to statewide policies, procedures, law, or regulations.

State Contracting Manual (SCM): A resource manual which provides uniform guidance to state agencies for the acquisition of goods and services.

Scope of Work (SOW): A written description of work to be performed under a contract to satisfy Covered California's needs. It can include what is to be done, when, where, and how; defines the roles and responsibilities of Covered California and the contractor. Sometimes referred to as a "statement of work."

Statewide Contract: A contract based on a competitive process providing various goods for a specified period of time at a fixed price. While some of these contracts may be restricted to use by a specific agency, most are available for use by all state and local government agencies.

Supplier: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that provides goods or services. Supplier is sometimes used interchangeably with bidder, contractor, vendor, or other similar term.

Terms and Conditions: Provisions, qualifications or clauses in a contract which create, suspend, or terminate the obligations of the contracting parties. It is a document with standardized language commonly referred to as "boilerplate" which is used in a uniform context in contracts without variation. A document that is required to be included with certain non-IT service or other contracts.

Transaction: Acquisition or procurement transaction. An undertaking to acquire goods/services as part of a specific project. It can take various forms such as a new contract, amendment, etc.

Transaction type: An acquisition's classification. Examples include classifying an acquisition as goods, services, or information technology.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation. Vendor is sometimes used interchangeably with bidder, contractor, supplier, or other similar term.

Western States Contracting Alliance (WSCA): See NASPO ValuePoint.

APPENDIX B

ABBREVIATIONS

APPENDIX B: ABBREVIATIONS

Board – Covered California Board of Directors
BOE – Board of Equalization
BSB – Covered California’s Business Services Branch
CA – Cooperative Agreements (formerly WSCA)
CA-ACA – California Affordable Care Act
CalHR – California Department of Human Resources
CALPIA – California Prison Industry Authority
CalRIM – California Records and Information Management Program
CCAM – Covered California Administrative Manual
CCC – Contractor Certification Clauses; see HBEX 039 and Model Contract Exhibit C
CCF – Contractor Certification Form; see CCC, HBEX 039 and Model Contract Exhibit C
CCR – California Code of Regulations
CDED – Chief Deputy Executive Director, Covered California
CDTFA – California Department of Tax and Fee Administration
CFR – Code of Federal Regulations
CLM – DocuSign for Contract Lifecycle Management
CMAS – California Multiple Award Schedules
CPRA – California Public Records Act
Covered California – Also sometimes known as California Health Benefit Exchange, Exchange, Exchange/CC, or HBEX.
DCOO – Deputy Chief Operations Officer, Covered California
DGS – Department of General Services
DGS-PD – Department of General Services Procurement Division
DVBE – Disabled Veterans Business Enterprise
ESR – Evaluation and Selection Report
FI\$Cal – Financial Information System for California
FMD – Covered California’s Financial Management Division
FTB – Franchise Tax Board
Form 700 – Fair Political Practices Commission Statement of Economic Interests Form
GC – Government Code
GSA – General Services Administration (federal)
GSPD-401 – General Provisions for non-IT contracts
GSPD-401IT – General Provisions for IT contracts
HBEX – Covered California Form Prefix
HBEX 800 – Training Request Form
HBEX 008 – Intra-Office Requisition Form
HBEX 011 – New Contract/Amendment Approval Form
HBEX 039 – Covered California Contract Certification Clauses
IA – Interagency Agreement
IFB – Invitation for Bid
IRS – Internal Revenue Service
IT – Information Technology
ITD – Information Technology Division
LPA – Leveraged Procurement Agreement

MA – Master Agreement
MB – Micro-business
MCP – Model Contract Procurement
MM – Management Memo
MOU – Memorandum of Understanding
MPA – Master Purchase Agreement
MRA – Master Rental Agreement
MSA – Master Service Agreement
MVC – Military Veterans Code
NASPO – NASPO ValuePoint (formerly Cooperative Agreements and WSCA)
NCB – Non-competitive bid
NMA – Non-Monetary Agreement
OLA – Office of Legal Affairs
OSDS – Office of Small Business and Disabled Veterans Business Enterprise Services
OSP – Office of State Publishing
PC – Penal Code
PCC – Public Contracting Code
PCM – Covered California Procurement and Contracting Manual
PCMH – Program Contract Management Handbook
PO – Covered California’s purchase order form and/or the STD. 65
PRC – Public Resources Code
PW – Public Works
RCP – Recycled Content Product
RFO – Request for Offer
RFP – Request for Proposal
RFQ – Request for Quote
RPPCM – Recycled Plastic Post-Consumer Material
SABRC – State Agency Buy Recycled Campaign
SAM – State Administrative Manual
SB – Small Business
SCM – State Contracting Manual
SCO – State Controller’s Office
SLP – Software Licensing Program
SOS – Secretary of State
SOW – Statement/Scope of Work
STD. – Standard
STD. 204 – Payee Data Record Form
STD. 205 – Payee Data Record Supplement
STD. 213 – Standard Agreement Form
STD. 215 – Agreement Summary Form
STD. 65 – California Purchase Order Form
STD. 67 – Office of State Publishing Printing Requisition
STD. 21 – Drug-Free Workplace Certificate
TACPA – Target Area Contract Preference Act
TIN – Taxpayer Identification Number
WSCA – Western State Contracting Alliance (see NASPO)