



**ADDENDUM 5
INVITATION FOR BID**

IFB 2017-25

For:

Employee Fitness for Duty Violence Screening

Notice to Prospective Bidders

Addendum 5 Release Date: Wednesday, August 8, 2018

You are invited to review and respond to this Invitation For Bid (IFB).

Note that all agreements entered into with the California Health Benefit Exchange (Covered California) will include General Terms and Conditions in the attached Standard Contract.

IFB due date is: August 13, 2018 by 2:00 p.m. Pacific Time

If you have questions, or should you need any clarifying information, contact:

JoAnne French
California Health Benefit Exchange
1601 Exposition Blvd.
Sacramento, CA 95815
hbxsolicitation@covered.ca.gov

Please note that no verbal information provided will be binding on Covered California unless such information is issued in writing as an official addendum.

This Addendum 5 revises the model contract Exhibit A, section D.5 and section E. The revised Exhibit A can be found at <http://hbex.coveredca.com/solicitations/> under "Details and Downloads" for this IFB 2017-25.

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Required Attachments

- Attachment 1 - Required Attachment Checklist
- Attachment 2 – Bidder Certification
- Attachment 3 - Bid Proposal
- Attachment 4 - Contractor Certification Form
- Attachment 5 - Payee Data Record (STD 204)

Standard Contract

- Standard Agreement (STD 213)
- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- ~~Exhibit B, Attachment 1 – Cost Worksheet~~ [\(use Attachment 3 Bid Proposal, page 17\)](#)
- Exhibit C – General Terms and Conditions
- Exhibit D – Privacy Addendum

1. Purpose and Description of Services

Contractor shall provide employee fitness for duty psychiatric or psychological evaluations to determine if an employee's capacity to perform their job functions is a threat due to a medical condition. Evaluations shall be for the following Covered California locations.

Headquarters Office
1601 Exposition Boulevard
Sacramento, CA 95815

Response Road Office
1601 Response Road
Sacramento, CA 95815

Rancho Cordova Service Center
10877 White Rock Road
Rancho Cordova, CA 95670

CalHEERS Field Office
2329 Gateway Oaks, Suite 100
Sacramento, CA 95833

Oakland Office
7677 Oakport Street, Suite 800
Oakland, CA 94621

Fresno Service Center
7202 N. Palm Avenue
Fresno, CA 93711

Los Angeles Office
1000 North Alameda, Suite 406
Los Angeles, CA 90012

Bidders must refer to the Standard Contract Exhibit A, Scope of Work, for a complete description of services required.

2. Bidder Minimum Qualifications

Evaluations will be performed by a psychiatrist or psychologist who possesses and maintains, for the term of the agreement, a current and valid license with the Medical Board of California.

Bidder must have an office where the services will be performed that is located within fifty (50) miles of the Covered California offices for which the Bidder submits a bid.

Bidders must refer to the Standard Contract for a complete description of qualifications required.

3. Bid Requirements and Information

3.1 Key Action Dates

All times noted in this document are Pacific Time (PT).

Invitation For Bid Release Date	Friday, June 15, 2018
Addendum 1 Release Date	Monday, June 25, 2018
Bidder Questions Due Date	Friday, August 3, 2018, by 2:00 p.m.
Responses Posted By	Tuesday, August 7, 2018
Bid Submission Due Date	Monday, August 13, 2018, by 2:00 p.m.
Bid Opening	Monday, August 20, 2018, 9:30 a.m.
Notice of Intent to Award	Tuesday, August 21, 2018
Estimated Contract Term	September 7, 2018, through August 31, 2019

3.2 Submission of Bid

3.2.1 All bids must be submitted under sealed cover and sent to Covered California by the date and time shown in Section 3, Bid Requirements and Information, Item 3.1 Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address and must be marked "DO NOT OPEN" as follows:

2017-25 IFB Employee Fitness for Duty Violence Screening
Business Services Branch – JoAnne French
California Health Benefit Exchange
1601 Exposition Blvd.
Sacramento, CA 95815

DO NOT OPEN

Bids not submitted under sealed cover may be rejected. **A minimum of (2) two copies of the bid must be submitted.**

3.2.2 All bids shall include the documents identified in Section 3.12, Required Attachments. Bids not including the required attachments shall be

deemed non-responsive. A non-responsive bid is one that does not meet basic bid requirements.

- 3.2.3 Bidders' Questions: Bidders shall submit questions regarding this IFB by the due date specified in Section 3.1 Key Action Dates. Only email inquiries addressed to the contact person listed on the cover page of this IFB will be accepted. Phone calls will not be accepted. Bidders shall provide specific information to enable Covered California to identify and respond to their questions. For all communications, the subject line must include "2017-25 IFB Employee Fitness for Duty Violence Screening." Answers to questions received during the Bidder Question time period shall be posted at the HBEX Solicitations website at: <http://hbex.covered.ca.gov/solicitations>.

At its discretion, Covered California may contact an inquirer to seek clarification for any inquiry received.

- 3.2.4 Bids must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will be cause for bid rejection.
- 3.2.5 Completion of Bids: Bids must be complete in all respects as described in the requirements established within this IFB. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements as determined by Covered California, in its sole discretion. The Final Bid must contain all items required in the IFB.
- 3.2.6 Bidders' Cost: Costs for developing bids or attending Bidder conferences are entirely the responsibility of the Bidder and shall not be chargeable to Covered California.
- 3.2.7 All documents requiring a signature must bear the original signature of an individual authorized to bind the bidding firm. The signature should indicate the title or position the individual holds with the firm. An unsigned bid may be rejected.
- 3.2.8 Covered California may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum posted on the HBEX Solicitations website.
- 3.2.9 Covered California reserves the right to reject all bids. The agency is not required to award an agreement.
- 3.2.10 Before submitting a response to this solicitation, Bidders should review it, correct all errors and confirm compliance with the IFB requirements.

3.2.11 Errors: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify Covered California of such error in writing and request modification or clarification of the document. Modifications or clarifications will be posted to the HBEX website without divulging the source of the request for modification or clarification. Covered California shall not be responsible for failure to correct errors.

3.2.12 Errors In Final Bids: An error in the Final Bid may cause the rejection of that bid; however, Covered California may, at its sole option, retain the bid and make certain corrections. In determining if a correction will be made, Covered California will consider the conformance of the bid to the format and content required by the IFB, and any unusual complexity of the format and content required by the IFB.

1. If the Bidder's intent, as determined by Covered California, is clearly established based on review of the complete Final Bid submittal, Covered California may at its sole option correct an error based on that established intent.
2. Covered California may at its sole option correct obvious clerical errors.
3. A Bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
4. A Bidder may withdraw its bid by submitting a written withdrawal request to Covered California, signed by the Bidder or an authorized agent. Bids may not be withdrawn subsequent to the bid submission deadline without cause.
5. No oral understanding or contract shall be binding on either party.

Covered California reserves the right to contact Bidders at any stage of the bid process to collect additional clarifying information, if deemed necessary.

3.2.13 Rejection of Bids: Deviations may cause a bid to be non-responsive and not be considered for award. Covered California may reject any or all bids and may waive any immaterial deviation or defect in a bid. Covered California's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB specifications if awarded a contract.

FINAL BIDS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION 3.1 KEY ACTION DATES OR NOT SEALED, will remain

unopened and will be maintained by the Contact listed in Section 3.2.1 separately from bids that have been timely received. Bids received after expiration of the deadline may be opened upon written approval of the Executive Director, or his/her authorized designee, specifying the reason(s) for acceptance and consideration of the bid(s) received after expiration of the deadline.

Issuance of this IFB in no way constitutes a commitment by Covered California to award a contract. Covered California reserves the right to reject any or all bids or portions of bids received in response to this IFB, or to amend or cancel this IFB at any time if it is in the best interest of Covered California to do so. In the event of such cancellation, Covered California may reissue the IFB at a later date.

Covered California reserves the right to consider past contract performance in its selection of a Bidder pursuant to this IFB.

1. Non-responsive Bids

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

- a. At any time a submission is received after the exact time and date set forth in Section 3.1 Key Action Dates, for receipt of each submission.
- b. The Bidder fails to meet any of the eligibility requirements as specified in Section 2 Bidder Minimum Qualifications.
- c. The Bidder fails to submit or fails to complete and sign required Attachments as instructed in this IFB.
- d. The submission contains false, inaccurate or misleading statements or references.
- e. The Bidder is unwilling or unable to fully comply with the proposed contract provisions.
- f. The Bidder supplies conditional cost information, incomplete cost information, or cost information containing unsigned/uninitiated alterations or irregularities.

2. Business In Good Standing

The Bidder acknowledges that when agreements are to be performed in the State by corporations/vendors, the State will verify, prior to

awarding any State contract, the following information in order to ensure that all obligations due to the State are fulfilled:

Corporation in Good Standing

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

“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. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

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.

State Tax Delinquency

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

The list established by FTB can be found here:

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

The list established by CDTFA can be found here:

<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

Federal Debarment

The State will verify with the Federal System for Award Management regarding Bidder debarment status. The website can be found here:

<https://www.sam.gov/portal/SAM/##11>

State Debarment

The State will verify with the California Division of Labor Standards Enforcement for contractors currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, The website can be found here:

<https://www.dir.ca.gov/dlse/debar.html>

3.2.14 Importance of Meeting Deadlines: Bidders are responsible for the delivery of submissions to Covered California prior to the submission deadline. Upon Bidder providing package tracking information, if the package tracking information indicates its arrival at Covered California by the deadline, the package will be considered to have arrived on time. Postal service postmarks, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted. This IFB has stated deadlines for submitting materials to Covered California which will be strictly enforced. Submissions that are incomplete or received after the stated deadline will not be accepted or reviewed.

3.2.15 Where applicable, the Bidder should carefully examine work sites and specifications. The Bidder shall investigate conditions, character, and where applicable, quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

3.2.16 For the purpose of this solicitation, Covered California will not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter- bid and will be rejected. The General Terms and Conditions are not negotiable.

3.2.17 No oral understanding or agreement shall be binding on either party.

3.3. Contract Amount

It is expected that the estimated funding for the contract will be approximately \$20,000 per fiscal year for the contract term. Responses that exceed this amount will not be considered for selection.

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

3.4 Evaluation and Selection

3.4.1 At the time of bid opening, each bid will be reviewed for the presence or absence of required information in conformance with the submission requirements of this IFB.

3.4.2 Covered California will evaluate each bid to determine its responsiveness to the published requirements.

3.4.3 False or Misleading Statements: Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of

Covered California, such information was intended to mislead Covered California in its evaluation of the bid, and the attribute, condition or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

3.4.4 Award, if made, will be to the lowest responsive responsible Bidder with acceptable references.

3.4.5 Covered California Rights:

1. Verification of Bidder Information

By submitting a bid, Bidders agree to authorize Covered California to:

- a. Verify any and all claims made by the Bidder including, but not limited to, verification of prior experience and the possession of other required qualifications.
 - b. Check any reference identified by a Bidder or other resources known by the State to confirm the Bidder's business integrity and history of providing effective, efficient, competent, and timely services.
2. Covered California may modify the IFB prior to the bid submission deadline by the issuance of an addendum on the HBEX Solicitation website.
3. Covered California reserves the right to reject any bid that does not satisfy the requirements set forth in the IFB. Covered California is not required to award a contract. Before submitting a response to this IFB, Bidders should review, correct all errors, and confirm compliance with the IFB requirements.

3.5 Protest

General

An unsuccessful Bidder has the right to protest the proposed award to a competitor subject to the terms and conditions outlined below. The protestant challenging Covered California's proposed award bears the burden of proof. Protestants must follow the procedures outlined in this section.

Grounds

Protestant must cite the grounds for the protest and provide facts 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 will be rejected by Covered California. Grounds for protest must be one or more of the following:

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 IFB that is sufficiently material to justify invalidation of the proposed award.

There is no basis for protest if Covered California rejects all bids or bids.

Requirements for Protest

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 any citations of law, rule, regulation, or procedures upon 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 certified or registered mail or in person, in which case the protestant should obtain a delivery receipt. Protests must be received by Covered California by the close of business five days after the Notice of Intent to Award has been posted. Protests must be mailed or delivered to:

Mailing Address:
California Health Benefit Exchange
Attn: Peter Lee, Executive Director
1601 Exposition Blvd.
Sacramento, CA 95815

Protests will be heard and resolved by the Covered California Executive Director or his or her designee. The Executive Director's or his or her designee's decision is final.

Terms of Protest

Scoring documents, evaluation and selection documents, other Bidders' submissions or any other record created as part of the review of bids submitted in response to the IFB are exempt from disclosure pursuant to Government Code Section 100508(a) and will not be released.

A protestant who has demonstrated a legitimate ground for protest as described above may be given access to certain relevant information regarding the IFB and Covered California's consideration of submissions in response to the IFB upon the protestant's execution of 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.

3.6 Disposition of Bids

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

3.7 Contract Execution and Performance

Performance shall begin no later than the express date set forth in the IFB by Covered California after all approvals have been obtained and the contract is fully executed unless a later date is mutually agreed upon by the Exchange and the Contractor. Should the Contractor fail to commence work on the agreed upon date and time, Covered California, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to Covered California for the difference between the Contractor's bid price and the actual cost of performing the work by a replacement contractor.

All performance under the contract shall be completed on or before the termination date of the contract. Contractor shall not begin, and may not be compensated for, any work performed prior to the date and Agreement is executed.

3.8 Subsequent Solicitation

At Covered California's sole discretion, after the contract award has been made and the contract has been executed, if the contract is terminated with or without cause after performance has begun, Covered California may engage the next-highest-ranked Bidder without performing a subsequent solicitation.

3.9 Amendments for Time Extension and/or Additional Funds

The agreement may be extended for two (2) additional one (1) year terms in addition to the original agreement term, if agreed to by both parties. Funds for additional one (1) year terms will be added at the same rates provided in the Bidder's proposals. The total number of contract years shall not exceed three (3).

3.10 Addition or Subtraction of Services

Notwithstanding that bids have been submitted, at Covered California's sole discretion, the Scope of Work may be modified prior to contract award to add or remove services through an addendum. If bids have been submitted at the time Covered California posts the addendum, Covered California may restrict responses so that only entities that have submitted bids in response to the IFB may respond to the addendum.

3.11 News Releases and Social Media

Bidders and the selected Contractor may not issue news releases nor make

statements to the news media or through social media channels pertaining to this IFB, any bid, the contract, or work resulting therefrom, without first obtaining prior approval from Covered California.

3.12 Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this solicitation.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to Covered California. For your bid to be responsive, all required attachments must be returned. This checklist should also be returned with your bid package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (this page 14)
_____ Attachment 2	Bidder Certification (page 15. Bidders may request Word version if they prefer to key the information. Follow instructions on page 16.)
_____ Attachment 3	Bid Proposal (page 17)
_____ Attachment 4*	Contractor Certification Form (Download)
_____ Attachment 5*	Payee Data Record (STD 204) (Download)

*Download Attachments 4 and 5 from the solicitation website at <http://hbex.coveredca.com/solicitations/> under “Details and Downloads” for this IFB 2017-25.

ATTACHMENT 2

BIDDER CERTIFICATION

This Bidder Certification must be signed and returned along with all the "required attachments" as an entire package with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with IFB instructions in Section 3.2.

Do not return Section 3, Bid Requirements and Information, nor the "Standard Contract" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Bid Proposal.
- B. All required Attachments are included with the Bidder Certification.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDC, if an application is pending:		

Completion Instructions for Bid/Bidder Certification

Complete the numbered items on the Bid/Bidder Certification by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSD.

ATTACHMENT 3

BID PROPOSAL

NOTE: The maximum amount for this Agreement will be \$20,000.00.

Bidder's Statement:

In compliance with your Invitation for Bid for IFB 2017-25 Employee Fitness for duty Violence Screening, I hereby propose to perform the work specified and described in this IFB for the following bid price(s):

Term: September 7, 2018, through August 31, 2019.

Rate: \$_____ per hour.

Bidder

Representative's Signature

The actual costs quoted above by the Bidder shall be binding for the term of the Agreement.

Billing cycle:

Monthly Quarterly Semi-Annually Annually

Note: All services performed are paid in arrears according to billing cycle indicated above.

The effective date of this contract is either the start date or the execution date by Covered California, whichever is later. No work shall commence until the effective date.