**SCOPE OF WORK**

1. **Purpose**

Current leases for Covered California (sometimes referred to as “Agency”) are nearing expiration. Covered California is researching options for future office locations in the following regions that will meet Covered California’s search criteria, accommodate the current space needs, and include expansion potential for future growth:

1. Sacramento, CA (current lease expires in July 2022);
2. Rancho Cordova, CA (current lease expires in July 2020);
3. Fresno, CA (current lease expires in July 2019); and
4. Oakland, CA (current lease expires in July 2021).

Covered California requires on-call Contractor support in order to deliver capital improvement projects. Contractor will facilitate Covered California’s efforts to secure new office locations. Under Covered California’s direction, work performed through the on-calls could include:; conduct planning and due diligence for the building/space; design; and provide tenant representation/project-construction management services.

Covered California is developing an internal unit to manage real estate and construction projects for the Agency, and requires Contractor’s services to develop this unit. While smaller tenant improvements and construction projects will be conducted during the initial contract term, the services provided under this contract will contribute to a larger-scale construction project which must be completed by April 1, 2022. Covered California’s priorities during the initial contract term will revolve around the expiring call center leases in Fresno and Rancho Cordova.

The Contractor must be prepared to work collaboratively with Covered California to address unexpected issues as needed. Additionally, outside counsel will be involved in a variety of ways as the project proceeds, and all parties will work collaboratively together under the direction of Covered California.

1. **Background Clearance**

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

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 subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining clearance for each said employee.

1. **Contract Amendment**

Covered California may, at its sole discretion, extend the term of the contract for two (2) years. If mutually agreed upon by Covered California and the Contractor, this contract shall be amended to include additional funding at the same rates provided in the Bidder’s proposal.

1. **General Scope or Tasks**
2. Development of Covered California’s Real Estate and Construction Management Unit

During the initial contract term, Contractor shall, at the direction of Covered California, provide consulting services to design, develop, and implement a Real Estate and Construction Management Unit for the agency. The program needs to account for those elements outlined in Section E of this Exhibit. Services provided include, but are not limited to, the following:

1. **Unit Design and Development:** Contractor shall consult with Covered California to design a Real Estate and Construction Management Unit. This includes, but is not limited to:
   1. Researching laws, best practices and resources for program development.
   2. Writing, contributing, and refining policies and procedures for the new program.
   3. Developing templates (e.g. floor plans, lease documents) to be used by the program.
2. Purchasing and Lease Development/Execution

Contractor shall consult with Covered California to draft, develop, and revise competitive solicitations for leases, lease documents, and exhibits.

1. Strategic Planning and Due Diligence
2. Contractor shall conduct research and advise Covered California on sustainable design and sound environmental practices that will result in efficiencies and operational cost savings. This includes, but is not limited to, review of facility design, building systems analysis, and value engineering.
3. Contractor shall work with Covered California to define its LEED and Sustainability requirements for any proposed buildings as well as to ensure the selected building(s) meet and perform in a sustainable manner for the duration of Covered California’s lease commitment.
4. **Contractor shall review Covered California’s business needs with respect to space, including workplace assessment, review of current space standards and staffing (current and future) as well as planned operational or strategic changes which may affect future space needs, including discussions related to current space standard trends and alternate work place strategies.**
5. Contractor shall conduct research on and strategically assess Covered California’s usage of its office spaces to create efficiencies and reduce and avoid occupancy costs.
6. Contractor shall develop an occupancy plan according to Covered California’s goals and objectives regarding future growth, space management options, and potential standards for future office spaces.
7. Contractor shall utilize business intelligence and technology to develop agile, data-driven spatial strategies that align with Covered California’s goals.
8. Tenant Representation/Project-Construction Management Services

* 1. Contractor shall provide construction consultation expertise, including advising on cost-management across the project life cycle to reduce risk, improve value, and ensure success of the project which meets Covered California’s goals and objectives.
  2. Contractor shall provide necessary technical and administrative services, from design through completion of the project, to advise on and develop project deliverables to ensure Covered California meets project timelines and objectives.
  3. **Contractor shall prepare a complete step-by-step process to guide Covered California through each stage of the real estate process from Strategic Planning and Needs Analysis through Project Management and Close-Out after move in.**
  4. Contractor shall provide Covered California with an advisor/project manager to act as Covered California’s representative, through the life of the project, to ensure support for all aspects of the project and to coordinate Contractor’s comprehensive services in the areas of , transaction support, assembly of a consulting team, oversight of design and specifications, documentation, and tenant representation and construction advisory services, including, but not limited to:

1. **Pre-Lease**: Contractor shall provide pre-lease services such as building evaluations, coordinating test-fits and preliminary budgets to support the leasing transaction process.

1. **Project Initiation and Planning**: Contractor shall, in conjunction with Covered California, create a critical path addressing all facets of the project to assist Covered California in the development of clear project goals and scope of the requirements.
2. **Design Stage: Contractor shall advise Covered California through design oversight, including Interior Designer services, consulting with engineers, and project vendors involved in the project to ensure the project meets budget, scope and schedule requirements. Contractor shall** review and comment during all phases of design and construction document preparation to **ensure conformance with the project objectives, and advise Covered California on required corrections and additions to achieve the project goals. Contractor shall also coordinate all additional project vendors such as security, signage, IT, and furniture into the design process.**
3. **Construction: Contractor shall act as Covered California’s representative through the construction phase attending all weekly site meetings, acting as a Tenant Representative in monitoring and managing change requests and costs, coordination of furniture, fixture and equipment requirements.**
4. **Close-out, commissioning and warranty: Contractor shall act as Covered California’s representative in dealing with the general contractor and landlord through the construction phase of the process, management of all punch list items, compiling all warranty/closeout manuals and as-built drawings, and following up on the tenant's behalf on warranty issues.**
5. **Project Reporting: Contractor shall provide comprehensive reporting and financial cost tracking through all phases of the project.**
6. **Presentations: At Covered California’s request, Contractor will deliver presentations to committees representing Covered California’s Board of Directors.**
7. **Reporting Headquarters Location**

The Contractor is required to perform all services under this Agreement on site at Covered California, unless directed otherwise by the project representative listed in this Exhibit. The Covered California office is located at 1601 Exposition Boulevard, Sacramento, California, 95815. Travel and expenses for reporting to this headquarters location shall not be reimbursed.

1. **Reassignment of Personnel**
2. The Contractor shall not reassign personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor’s control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
3. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.
4. Covered California reserves the right to request a Contractor employee be removed from performing any work on the contract and, on written notice to the Contactor, the Contractor shall assign a substitute employee.
5. **Contractor’s Roles and Responsibilities**

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person will be responsible for the overall project and will be the contact for all invoicing and Contractor staffing issues.
2. Provide written reports for review and approval by Covered California and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit resumes for review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by Covered California Representative. Failure to receive the required approvals may result in termination of the contract.
5. **Covered California’s Roles and Responsibilities**

Covered California shall:

1. Designate the Covered California Representative to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this Agreement.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist in the development of technical requirements.
7. **Contract Deliverables**
8. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.
9. The Contractor shall provide all deliverables within the timeframe specified and required by Covered California.
10. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by Covered California.
11. The Contractor understands that any Covered California requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which Covered California provided its feedback, unless a different timeframe is required and specified by Covered California.
12. In the event Covered California requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by Covered California, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by Covered California.
13. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B – Budget Detail and Payment Provisions.
14. **Deliverable Acceptance Criteria**

All concluded work must be submitted to Covered California for review and approval or rejection. Payment for all tasks performed under this Agreement will be based on hourly rates. It will be Covered California’s sole determination as to whether any tasks have been successfully completed and are acceptable.

Throughout the contract, Covered California will review and validate services performed. In addition, the Covered California Representative will verify and approve the Contractor’s invoices. Signed acceptance is required from the Covered California Representative to approve an invoice for payment.

Deliverable acceptance criteria consist of the following:

1. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
2. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved.
3. All deliverable documentation and artifact gathering have been completed.
4. All deliverables are in a format useful to Covered California.
5. If a deliverable is not accepted, Covered California will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.
6. **Project Representatives**

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| **Covered California Representative:** | **Contractor Representative:** |
| (Representative’s Name)  Covered California  1601 Exposition Blvd.  Sacramento, CA 95815  (916) XXX-XXXX T  (Email Address) | (Representative’s Name)  (Contractor’s Name)  (Address)  (City, State and Zip)  (916) XXX-XXXX T  (Email Address) |

The representatives for this project, during the term of this Agreement, shall be: