



KERN HEALTH SYSTEMS

9700 Stockdale Highway

Bakersfield, CA 93311

Request for Quote

for

Member Newsletter

June 12, 2019

Proposal Deadline:

July 15, 2019, 2:00 PM PST

- a. As used herein, "RFQ" means "Request for Quote."
 - b. As used herein, "KHS" means "Kern Health Systems."
2. Preparation of Responses (Instructions to Bidders)
- a. Before submitting a Proposal, each Bidder is expected to thoroughly examine the specifications in the Attachments, and all other related contractual documents included in this RFQ, including subsequent amendments to the RFQ. Failure to do so will be at the Bidder's risk, and will not bar the Bidder's obligation to perform if a contract is awarded pursuant to this RFQ.
3. Explanation to Bidders
- a. If a Bidder desires an explanation of any kind regarding provisions of this RFQ, the Bidder must generate a written request for such explanation. The request may be e-mailed to RFP@khs-net.com, faxed to 661-664-4381, or addressed to:
Kern Health Systems
Attention Purchasing Department
9700 Stockdale Highway
Bakersfield, CA 93311
4. Submitting Proposals
- a. **Please submit ONE (1) electronic copy. Electronic copy should be submitted via e-mail to RFP@khs-net.com.**
 - b. Mailed or third-party delivered Proposals and amendments of Proposals shall be enclosed in sealed envelopes and addressed to KHS Purchasing Department, 9700 Stockdale Highway, Bakersfield, CA 93311. Proposals shall be clearly identified by stating, "ATTENTION PURCHASING: [Member Newsletter](#) shown on the outside of the envelope. Proposals and/or amendments may be hand delivered, but the foregoing information will nevertheless be required for identification purposes. KHS is not responsible for delinquent delivery issues.
 - c. Faxed proposals will NOT be considered.
 - d. Alternate Proposals are not authorized and will NOT be considered.
 - e. **All Proposals (electronic and hard copies) must be received by KHS no later than July 15, 2019, 2:00 pm. Late Proposals will NOT be considered or accepted. For purposes of this RFQ, the official time shall be the time on the clock in the lobby of KHS front office. Participants are strongly encouraged to arrive early to avoid any discrepancy between their own watch and the official clock.**
5. Bidders Response Information
- Since KHS is a public entity, all responses may be disclosed through the Public Records Act. KHS may keep submissions and negotiations confidential until the Governing Board approves the final contract and/or a Purchase Order is issued.

6. Award of Contract
 - a. Award will be made, in whole or in part, to the responsive, responsible Bidder whose Proposal is determined by KHS to be most advantageous to KHS, price, delivery, and others factors considered.
 - b. KHS may reject any or all bids, and may waive informalities and minor irregularities in bids received.
 - c. **THE CONTRACT IS SUBJECT TO KHS GOVERNING BOARD APPROVAL.**
7. Evaluation Process
 - a. The determination and final selection of the successful Bidder will be based upon evaluation by KHS considering all factors and such other criteria (subjective and otherwise) as KHS may, at its sole discretion, deem relevant. In no event will KHS be limited to selecting a Bidder based solely upon total cost submitted.
 - b. Including the Total Price, the following overall factors will be considered:
 - Corporate capabilities
 - Responsiveness to RFQ
 - Experience with [Member Newsletter](#)
 - Value-added services
 - Timeliness of service
 - Trade reference and/or referrals
 - History of compliance with government contracts and laws
 - c. KHS will provide special consideration to vendors located and doing substantial business in Kern County.
8. Late Bids

No Proposal or Proposal Amendment received at the office designated in this RFQ after the time set for receipt specified in this RFQ will be considered or accepted.
9. Cost of Preparation of Bids

Costs for developing responses to this proposal are entirely the responsibility of the Bidder.
10. Withdrawal of Bids
 - a. Proposals may be withdrawn by letter or in person by a Bidder or an authorized representative possessing proper identification and written proof of his authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the Proposal will be required to sign a receipt for the Proposal.
 - b. Withdrawal action of any type must be done before the date and time specified for opening of bids in this RFQ.

11. Payment

- a. Invoices for services rendered shall be directed to:
Kern Health Systems
Accounts Payable
9700 Stockdale Highway
Bakersfield, CA 93311
or submitted via email to:
apinvoice@khs-net.com
- b. Payment will be made upon receipt of an appropriate invoice and determination by KHS where products and/or services have been determined by KHS to be satisfactorily provided, and subject to the terms of the contract. Payment terms are Net 30 after receipt of a valid invoice. KHS is unable to take advantage of any prompt-payment discounts. KHS is not responsible for misdirected invoices.

12. Miscellaneous

- a. The successful Bidder may not assign the contract or any part of its obligations without the prior written consent of KHS, which may be withheld in its sole discretion.
- b. The successful bidder will enter into a “Professional Services Agreement” with KHS.
- c. Bidder recognizes that the Medi-Cal Managed Care and Healthy Families programs are dynamic programs that are subject to numerous legislative and regulatory changes, which will likely require the successful Bidder to implement related changes to the agreement that may be awarded pursuant to this RFQ.

13. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFQ become the property of Kern Health Systems. Any and all proposals received by the KHS shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Directors, or the matter has been set for consideration before the Board of Directors, whichever comes first.

Material designated as proprietary or confidential shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. KHS will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that KHS does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted is labeled confidential or proprietary, the proposal shall include the following clause:

(legal name of proposer) shall indemnify, defend and hold harmless Kern Health Systems, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

14. Timeline

The following timeline is based on KHS' requirements and will be strictly adhered to unless modified by amendment

- **June 12, 2019** **RFQ release**
- **July 15, 2019** **Proposals due (2:00PM PST)**

ATTACHMENT A
SCOPE OF SERVICES

Please quote as specified:

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Quantity: English: 90,000

Spanish: 35,000

Total: 125,000

Paper: 70# uncoated bright white offset

Development of 9" X 10-7/8", 8-page, 4-color member newsletter, 2 versions, 2 times per year.

Provide access to library of national articles written at or below a 6th grade reading level based on SMOG or FOG.

Provide Spanish translations of articles.

Ability to localize 100% of content and design/layout.

Provide printing and mailing services of member newsletter. This includes tabbing and NCOA update costs.

Shipping costs - to post office and office copies to KHS administrative offices in Bakersfield, CA 93311

Provide electronic flip publication and PDF version.

Guarantee 2-year fixed price.

ATTACHMENT B
SCHEDULE OF FEES

Proposal Costs (This section is derived from the Scope of Services, Attachment A)

- A. Define your proposed method of reimbursement for services provided through your organization. Kern Health Systems customarily prefers itemized billing on a project basis (or as major milestones are accomplished for very large projects) with specific deadlines identified in the Proposal.
- B. Please provide a summary table matrix of costs by line item including:
 - 1. Item description
 - 2. Quantities required (specify units of measure)
 - 3. Not-to-exceed amounts for installation or travel
 - 4. Target date of completion
- C. List any additional costs that may be incurred in completion of this project and the circumstances that would trigger those costs.