

KERN HEALTH SYSTEMS
REQUEST FOR PROPOSAL
SUBMISSION CHECKLIST

Kern Health Systems (KHS) is a government agency dedicated to running a fair bidding program to foster high quality business relationships. In preparing an RFP response, please bear the following in mind:

1. This RFP is not an offer. It is a request for proposals. KHS may reject all proposals at its convenience without any liability to proposers.
2. There is a deadline for submitting questions to KHS about this RFP.
3. There is a deadline for submitting bids to KHS.
4. Every bid package must include:
 - a. Answers to questions in Attachment A
 - b. Answers to questions in Attachment B
 - c. Answers to questions in Attachment C
 - d. Signed copy Attachment D
 - e. Signed copy of Attachment E



KERN HEALTH SYSTEMS

9700 Stockdale Highway

Bakersfield, CA 93311

Request for Proposal

for

MCAS Software Reporting Tool

July 17, 2019

Proposal Deadline:

October 25, 2019, 2:00 PM PST

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A. INSTRUCTIONS AND CONDITIONS

1. Definitions
 - a. As used herein, "RFP" means "Request for Proposal."
 - b. As used herein, "KHS" means "Kern Health Systems."
 - c. As used herein, "NCQA" means the "National Committee for Quality Assurance."
 - d. As used herein, "DHCS" means the "California Department of Health Care Services."
 - e. As used herein, "MCAS" means the "Managed Care Accountability Set."
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 RFP, including subsequent amendments to the RFP. 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 RFP.
 - b. Each Bidder shall submit, as part of their Proposal, completed copies of Attachments "D", Proposal Signature Verification, and "E" Non-Collusion Declaration.
 - c. **Each Bidder shall complete Attachments A, B, and C according to the instructions on each of the attachments.**
 - d. Each Bidder must be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the contract will be performed.
 - e. **KHS' standard Professional Service Agreement (PSA) will be used to contract with the chosen vendor. A blank template is included with this RFP package. Any objections to the terms and conditions stated in that document must be clearly explained and included with the bid package as an additional Attachment F.**
3. Explanation to Bidders
 - a. If a Bidder desires an explanation of any kind regarding provisions of this RFP, 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
 - b. Requests for explanation must be submitted by **August 17, 2019**, allowing sufficient time for a reply to reach all Bidders before the submission of their Proposals. The Purchasing Manager or duly authorized personnel will advise all candidates known to have received a copy of the RFP of each question and subsequent explanation.
4. Amendments
 - a. Bidders are advised that KHS reserves the right to amend the requirements of this RFP prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all Bidders known to have received a copy of the RFP. This may be done via fax, e-mail, or other method as determined by KHS. Amendments will be posted to the KHS website: <http://www.kernhealthsystems.com/>, listed under the specific RFP. If in the judgment of KHS, the change is of such nature that additional

time is required for Bidders to prepare their Proposals, KHS will change the date of the Proposal opening and notify all Bidders by e-mail and it will be posted to the KHS website.

- b. Bidders are requested to acknowledge receipt of amendments to this RFP. This may be done by any one of the following means:
 - 1) Sign and return the amendment via e-mail or fax.
 - 2) Sign Attachment “D”, Proposal Signature Verification.

5. Obligations and Disclaimers

At its sole discretion, KHS reserves the right to withdraw this RFP and/or decline to pursue a new business relationship with any or all Bidders. Responses to this RFP become the property of KHS but shall remain subject to the confidentiality provisions of this RFP. No items submitted by Bidder will be returned. KHS will have no obligation to Bidder unless and until both parties sign a legally binding agreement.

6. RFP Preparation Costs

Costs incurred by the Bidder in responding to information requests, developing and delivering responses, presentations, demonstrations, site visits, proof of concept costs and / or other related activities are the sole financial responsibility of the Bidder and will not be reimbursed by KHS.

7. Submitting Proposals

- a. **Please submit THREE (3) hard copies of your Proposal and 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: [MCAS Software](#) 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 and amendments will NOT be considered.
- d. Alternate Proposals are not authorized and will NOT be considered.
- e. **All Proposals must be received by KHS no later than [October 25, 2019, 2:00 PM PST](#). Late Proposals will NOT be considered or accepted. For purposes of this RFP, 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.**

8. Non-Collusion Declaration

Each Bidder is required to complete the document entitled, “Non-Collusion Declaration” on the form provided herein (Attachment E).

9. 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.

10. 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.**

11. 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 RFP
 - Experience with [MCAS Software solution](#)
 - Performance guarantees and service level agreements included
 - 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.

12. Company Evaluation

Bidders shall provide responses to the series of questions and information requested in Attachment C that will be used to evaluate the Bidder's company. Responses to individual questions/information request should be kept to a single page, except as designated.

13. Late Bids

No Proposal or Proposal Amendment received at the office designated in this RFP after the time set for receipt specified in this RFP will be considered or accepted.

14. Cost of Preparation of Bids

Costs for developing responses to this proposal are entirely the responsibility of the Bidder.

15. 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 RFP.

16. Payment

- a. Invoices for services rendered shall be directed to:
Kern Health Systems
Accounts Payable
9700 Stockdale Highway
Bakersfield, CA 93311
- 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.

17. 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 RFP.

18. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of KHS. 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.

19. Timeline

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

- **July 19, 2019** RFP release
- **August 16, 2019** Bidders Questions Due (2:00PM PST) Please e-mail.
- **August 26, 2019** KHS will e-mail responses to all Bidders
- **September 16-20** Demos
- **October 25, 2019** Proposals due (2:00 PM)
- **December 12, 2019** Proposed contract presented to KHS Board for approval
- **December 13, 2019** Award Announcement

B. STATEMENT OF PURPOSE

This RFP contains a list of requirements for the acquisition of a software solution that performs MCAS Calculations.

KHS is soliciting responses from qualified Bidders to address the stated requirements of this RFP. A qualified Bidder, for the purpose of this RFP, is one that can reliably provide the required services to KHS and perform to the satisfaction of KHS and its regulators for the entire term of the agreement.

Upon receipt of this RFP, recipients are expected to read and understand the service priorities and requirements that have been defined by KHS. Ample opportunity will be given to ask questions and receive clarification. The final Proposal submitted should include all appropriate goods and services required to satisfy the identified priorities and requirements. KHS will look to the selected vendor for technical compatibility of components and application requirements satisfaction during the entire term of the agreement.

KHS management would prefer to have an ongoing relationship with the chosen Bidder. The character and operating principles of the successful Bidder are important to KHS management. The following sections ask questions about the history and purpose of the Bidder's company. Please answer the specific questions. If additional information would be informative to KHS management please add it to the last question in each section. Bidders should number all responses with the section letter and section number.

C. BACKGROUND INFORMATION

KHS is a public agency formed under Section 14087.38 of the California Welfare and Institutions Code. KHS began full operations on September 1, 1996. KHS serves about 255,000 Medi-Cal participants in Kern County. Medi-Cal is a jointly funded, Federal-State health insurance program for certain low-income people.

ATTACHMENT A

SCOPE OF SERVICES

1. Complete the roadmap
 - a. Support completion of the NCQA/MCAS roadmap
2. Build and upload the data for MCAS reporting
 - a. Provide a crosswalk guide / data mapping structure
 - b. Audit tool for data uploads
 - c. Build NCQA certified MCAS measures
 - d. Build non-NCQA HEDIS measures in accordance with DHCS requirements and technical specifications.
 - e. Provide technical guides for data formats
 - f. Provide written process for testing configuration and report changes and additions
 - g. Provide ongoing technical support Monday through Friday, 8 am – 8 pm Pacific time
 - h. Provide Monday – Sunday support 8 am – 8 pm Pacific time 2 weeks before and after all MCAS data and report submission deadlines.
 - i. Support and ICD 10 codes
 - j. Support All Cause Re-admission (ACR) data
 - k. Support Patient Level Data (PLD)
 - l. Support multiple standard and non-standard data types:
 - (1) Immunization
 - (2) Laboratory
 - (3) Medical
 - (4) Pharmaceutical
 - (5) Vision
 - (6) Electronic PM 160 claim form
 - (6) Other Supplemental data
 - m. Build and support file/member chase logic
 - (1) By provider location
 - (2) By provider name
 - (3) By member
 - (4) By provider type
 - (5) Aggregate multiple measures for the same member by the same provider
 - n. Ability to update administrative data with lag/refresh
3. Software (Medical Record Collection) tool to review data
 - a. Display numerator and denominator results for each measure
 - b. Have drill down capability to the event level for each measure by member support multiple lines of business
 - c. Be able to print on drill down screens
 - d. See the percentage of completion for measures
 - e. Ability to replace the sample with the oversample
 - f. Ability to mark samples as exclusions
 - g. Ability to mark samples as complete

- h. Refine the file/member chase results
 - i. Tool must be NCQA certified prior to start of MCAS report year initiation by DHCS and NCQA.
 - j. Ability to configure medical record abstraction tool logic
4. Perform medical record collection/abstraction tool
- a. Ability to upload images with a remote tool in PDF or Tiff format
 - b. Associate images to the chase record
 - c. Support a remote database for field collection
 - d. Identify missing member records in order to complete chase
 - e. Enter a location for where all relevant medical records are to be obtained
 - f. Input data to make a notified event as compliant
 - g. Support partial events when entering medical records
 - h. Provide medical abstraction information by staff
 - i. Synchronize collected information to #3
5. Perform over reads
- a. Ability to perform over read
 - b. Reports for over reads, progress and results by reviewer
6. Reporting (year round/ongoing)
- a. Refinements for NCQA's Interactive Data Submission System (IDSS) with attestation
 - b. Report to see rates to be filed to state. Report must have ability to change and define reporting time frame parameters.
 - c. All MCAS related measure reporting with drill down
 - d. AD-Hoc reports
 - e. Generate member and provider letters based on measure results
 - f. Productivity reports identifying MCAS hybrid measure record reviews completed by individual staff.
 - g. Aggregate report of progress with all MCAS hybrid measures record reviews by individual measure progress and collective progress for all hybrid measures.
7. Monthly run (P4P)
- a. Ability to create MCAS like measures
 - b. Ability to maintain parallel databases and run monthly reconciliation
8. Administrative
- a. Single point of contact for KHS communications
 - b. Escalation pathway for unresolved and/or critical issues
 - c. Ability to support oversight audit
 - d. Ability to support current membership of approximately 250,000 and the ability to grow to upwards of 300,000
 - e. Provide technical support for KHS during MCAS season. Include days of week, time zone and hours of availability. Include type of personnel who will be available.

C. Technical Requirements

A. Hosted or ASP model:

1. Vendor will be able to recalculate and summarize the MCAS measures, administrative and hybrid, within 24 hours with advance notice of one business day.
2. KHS needs access to the underlying database in order to extract detailed data for ad hoc reporting if the vendor cannot provide all reports defined in the previous section.
3. The MCAS software will be accessible 24 hours per day 7 days per week except during planned outages, established maintenance windows, or requested recalculations and summarization periods.

B. Non-Hosted Solution:

1. The MCAS software solution will use a MSSQL database within the KHS infrastructure.
2. KHS needs access to the underlying database in order to extract detailed data for ad hoc reporting if the vendor cannot provide all reports defined in the previous section.
3. The software will be used to recalculate and summarize MCAS measures nightly.
4. Vendor will inform KHS of any software updates or patches and provide accompanying documentation that elaborates the updates impact on the solution.

C. Required for Both Hosted and Non-Hosted.

1. All chart abstraction software must be able to synchronize data with the main MCAS software concurrently without contention from other clients.
2. The chart abstraction software will take no more than 15 minutes to synchronize with the main database.
3. The proposed software will be able to calculate and provide reporting in a Continuous and Non Continuous mode and identify all numerator instances (first and last numerator event) and denominators for all measures.
4. Any continuous and non-continuous enrollment reporting should not contend or interfere with other reports as the efforts at KHS are separate and distinct.
5. Vendor will provide, at a minimum, Monday through Friday and 12 hours per day (PST) support for all software.
6. Software adheres to all HIPAA security requirements.
7. All necessary installation documentation guidelines, data formats etc...

D. License Expectation(s).

- a. Any software licensing will be either leased or owned for three years with two additional year options.
- b. All software maintenance will provide three years of support with two additional year option.

E. Performance guarantees

- a. Include a description of all performance guarantees included with your software product and performance with associated penalties for failure to meet each guarantee. Examples may include items such as configuration accuracy, timeliness of reports, support availability, issues with data and report submissions by NCQA or DHCS, etc.

F. Service level agreement

Provide a detailed description of your typical service level agreement for the software product, performance and support provided.

G. Business Continuity, Disaster Recovery and Pandemic Plans

The Bidder must submit a copy of the Bidder's business continuity/disaster/ pandemic recovery plans with the Bidder 's RFP response. It is expected the Bidder 's plans shall:

1. Define the safeguards and measures employed to safeguard, replicate and retrieve source code software.
2. Define how data and system backups are provided to the backup location(s) and the frequency with which this backup location is updated with the backup data and systems, and
3. Identify the specific testing procedures and frequencies of tests to ensure that the disaster recovery procedures function as described. Such backup storage and system(s) shall be located at a reasonably secure physical location in the United States other than the location of Bidder 's primary system(s).
4. KHS shall have the right to request a copy of the Bidder 's business continuity/disaster recovery plan at any time and review it. Any modifications or other changes required by KHS shall be incorporated into the plan in a timeframe mutually agreed to by the Parties.
5. If the Bidder fails to follow the business continuity plan as outlined or makes changes thereto which result in Bidder having less disaster recovery ability than as stated or fails to make agreed upon modifications required by KHS, it shall be deemed a material default and KHS shall have the rights and obligations to take punitive actions.
6. The Bidder shall test the entire business continuity plan at least once a year and provide KHS with a copy of the results of the test, with a section outlining the impact to the services provided to CRP hereunder. Bidder may be asked to support KHS's annual business continuity testing, provided that KHS gives Bidder, at a minimum, four weeks advanced notice of the schedule dates and desired support requested.

F. Cyber Threat Protection and Mitigation Plan(s). A "Data Breach" is a security incident in which sensitive, protected, or confidential data are copied, transmitted, viewed, stolen, or used by an individual unauthorized to do so. The Bidder should submit a copy of the Bidder's Cyber Threat Protection and Mitigation Plan(s) with the Bidder's RFP response. It is expected the Bidder's plans shall:

1. Define safeguards and measures to secure and protect the Bidder's and Bidder's clients' information including but not limited to enrollees' personal health information (PHI), personally identifiable information, trade secrets, intellectual property, and financial information.
2. Define how Bidder monitors its systems for a potential Data Breach.
3. Define Bidder's remedial plans for appropriately responding to a Data Breach.

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. Reimbursement should be separated by implementation services and costs versus ongoing services, licensing and other costs.
- B. KHS 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.
- C. 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
- D. Provide an itemized matrix of performance guarantees by guarantee description and associated cost for deduction.
- E. List any additional costs that may be incurred in completion of this project and the circumstances that would trigger those costs.

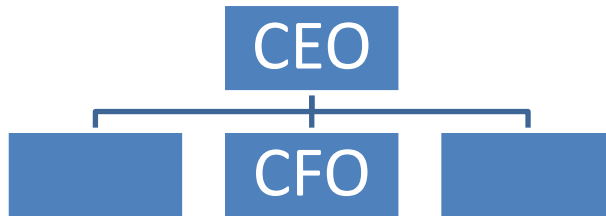
ATTACHMENT C

COMPANY EVALUATION CRITERIA

- A. Provide a “functional organizational chart” of your company. Indicate the name and experience of the Manager or Lead Employee that will be assigned to Kern Health Systems and the functional area to which this position reports. If your company is NOT a full service consulting organization, indicate which services are subcontracted in the “functional organizational chart.” The following chart is for illustration purposes only:

ABC Consulting Company

Organizational Chart



- B. **IMPORTANT:** Bidder’s present financial statements are necessary and must be part of the Proposal submission. If any type of prepayment is required, Bidder must provide company’s summary of its present financial status **and** performance *for the past three years*
- C. Organizational information
1. List and describe the Bidder Company’s core competencies, including current mission and vision statements.
 2. What is the Bidder Company’s business license number and issuing city/state?
 3. Identify the location where the Bidder would provide all services outlined in section 3 if they are awarded the contract.
 4. Provide a copy of the Bidder's Annual Report with financials for most recent three-year period. Include information on all financial sanctions if applicable.
 5. Name the Bidder’s corporate audit firm and years engaged.
 6. Is the Bidder's company publicly or privately held? If public, provide stock listing information and symbol.

7. How long has the Bidder's company been in production supporting NCQA HEDIS data and reporting submission?
8. Have there been any claims, settlements, or lawsuits against the Bidder's organization within the last ten years? If so, please provide a general description.
9. Describe all past, pending and current lawsuits (and arbitrations and binding mediations) between Bidder and a current or former client.
10. Provide a summary of the total number of clients served by your organization for NCQA HEDIS data and reporting by line of business (e.g. commercial, Medi-Cal/Medicaid, Medicare).
11. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)
12. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion. (Response may be up to four pages.)
13. Summarize your company's overall project services that you are able and willing to provide.
14. Provide three current customer references of organizations currently receiving products or services similar to those proposed. Include in the reference list organization name, location, contact name and telephone number.
15. Summarize your billing procedures.
16. List the members of your organization who are authorized to negotiate Proposals/Contracts.
17. What is your company's Mission Statement?
18. How long has your company been in business?
19. Describe the educational background and experience of the key members of the project team your firm would assign to KHS' project.
20. Describe your company's experience with health insurance plans.
21. Describe your company's experience with governmental agencies (in particular, California Department of Health Care Services, California Department of Managed Health Care, and the Centers for Medicare and Medicaid Services).
22. Does your company perform audits or consulting services for any Independent Physician Associations (IPAs) or hospitals?
23. Is your firm currently under investigation or being sued by any governmental agency? If so, describe.
24. Has your company been investigated or sued by any governmental agency over the past five years? If so, describe.

25. Has your company been sued over the last five years for services similar to those that are the subject of this RFP?
26. Has your company been the subject of a sanction, audit deficiency, settlement or Corporate Integrity Agreement under the Medicare or Medicaid Programs?
27. What is the form of your organization? (e.g., profit, not-for-profit, private, public)
28. List any shareholders who own five or more percent of the company and their percent share.
29. Describe your organization's policies, procedures and protocols to protect Protected Health Information under HIPAA, HITECH and the California Confidentiality of Medical Information Act.

Add any information that would be useful in describing your company.

ATTACHMENT D

PROPOSAL SIGNATURE VERIFICATION

All offers in response to this RFP must be received on or before October 25, 2019, at 2:00 PM PST at the office of **Kern Health Systems, Attn: Purchasing Dept., 9700 Stockdale Highway, Bakersfield, CA 93311.** All offers are subject to the attached Instructions and Conditions, general provisions, special provisions, and Attachments. The undersigned agrees, if its offer is accepted (in whole or in part) to provide products, other materials, and services as set forth in the Attachments, it shall do so in accordance with the provisions of this RFP, the controlling contract between the parties, and the master contracts between KHS and the State of California.

Offer Name: _____

Address: _____

Phone Number: _____

FAX: _____

Typed or printed name and title of person authorized to sign offer:

Signature of Authorized Person: _____

Date of Offer: _____

Grand Total of "Attachment B": \$ _____

Acknowledgment of Amendments

The Offer acknowledges receipt of Amendments to the RFP numbered and dated as follows:

Amend #	Date	Amend #	Date	Amend #	Date

ATTACHMENT E
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH PROPOSAL (Mandatory)

Public Contract Code § 7106

State of California

County of Kern

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __[date], at __[city], __[state].”

Signature

Date