

Company Security Guard Services

NOTICE OF REQUEST FOR PROPOSAL (RFP)
FEBRUARY 13, 2025

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SECTION I: KERN HEALTH SYSTEMS BACKGROUND

A. Kern Health Systems Background

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 an estimated 405,000 Medi-Cal beneficiaries in Kern County. Medi-Cal is a jointly funded, Federal-State health insurance program. KHS has expanded its services to a Dual Special Needs Program, Medicare/Medi-Cal plan which will be effective January 1, 2026, and we anticipate both to grow significantly in memberships.

Kern Health Systems can be located on the following link: Home | Kern Family Health Care

B. Statement of Purpose

This RFP contains a list of requirements for the contracting Security Services for KHS facility.

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 RFP package asks 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.

SECTION II: INSTRUCTIONS AND CONDITIONS

A. Instructions and Conditions

1. Definitions

- 1.1. As used herein, "RFP" means "Request for Proposal."
- 1.2. As used herein, "KHS" means "Kern Health Systems."

2. Examination of Proposal Documents

- 2.1. 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.
- 2.2. 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.

3. Amendments

Bidders are advised that KHS reserves the right to amend the requirements and timeline of this RFP. Any changes to the RFP will be amended and published on KHS's website. A notification may be sent to all Bidders known to have received a copy of the RFP. This may be done via e-mail, or other method as determined by KHS.

In the event an Amendment is warranted, bidders are requested to acknowledge receipt of amendments to the RFP. This may be done acknowledging receipt of the amendment via email.

4. Cancellation of RFP

- 4.1. Issuance of this RFP or receipt of proposals does not commit KHS to award a contract. KHS reserves the right to withdraw this RFP at any time without further notice and, furthermore, makes no representation that any contract will be awarded to any bidder responding to this RFP.
- 4.2. KHS expressly reserves the right to postpone proposal opening for its own convenience; to accept or reject any or all proposals received in response to this RFP; to waive informalities and minor irregularities in bids received; to reject any and all proposals responding to this without indicating any reasons for such rejection; to negotiate with other than the selected bidder should negotiations with the selected bidder be terminated; to negotiate with more than one bidder simultaneously or to cancel all or part of this RFP.

5. RFP Schedule

The following table presents the anticipated schedule for this RFP and will be strictly adhered to unless modified by amendment. All dates are subject to change at KHS's discretion.

Event	Date
RFP Issue Date	February 13, 2025
Bidders Questions Due	February 18, 2025 (2:00pm PST)
Responses to Questions due from KHS	February 24, 2025
Proposals Due	March 12, 2025 (2:00pm PST)
KHS Board of Directors Meeting/Approval	April 17, 2025
Vendor Award Announcement	April 18, 2025

6. Procurement Point of Contact

6.1. All communications relating to this RFP must be directed to KHS's designated contact below: Alonso Hurtado

TASRFP@khs-net.com

2900 Buck Owens Blvd

Bakersfield, CA 93308

6.2. Any and all communications relating to this RFP must be directed to the Point-of-Contact named above. Communications relating to this RFP between respondents, KHS staff members and/or Board of Directors concerning this RFP are strictly prohibited. Failure to comply with these requirements will result in Proposal disqualification.

7. Questions and Clarifications

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 TASRFP@khs-net.com

7.1. Requests for explanation must be submitted by February 18, 2025, 2:00 PM PST, allowing sufficient time for a reply to reach all Bidders before the submission of their Proposals.

8. Proposal Submittal

Date and Time: Proposals shall only be submitted electronically via e-mail to <u>TASRFP@khs-net.com</u> no later than March 12, 2025, 2:00 PM PST. Bidders should not include any unnecessarily elaborate or promotional material.

8.1. Acceptance of the Proposal

- 8.1.1. KHS reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- 8.1.2. KHS reserves the right to withdraw this RFP at any time without prior notice and KHS makes no representations that a contract will be awarded to any bidder responding to this RFP.
- 8.1.3. KHS reserves the right to postpone proposal opening for its own convenience.

- 8.2. Alternate Proposals are not authorized and will not be considered.
- 8.3. Late Proposals will not be considered or accepted if received after the time set for receipt specified in this RFP. For purposes of this RFP, the official time shall be the time reflected in the KHS RFP email.

9. Pre-Contractual Expenses

9.1. Costs for developing responses to this proposal are entirely the responsibility of the Bidder. KHS shall not, in any event, be liable for any pre-contractual expenses incurred by bidder in preparation of its proposal. These expenses shall not be included as part of the proposal.

10. Non-Collusion Declaration

10.1. Each Bidder is required to complete the document entitled, "Non-Collusion Declaration" on the form provided herein (Attachment E). Proposal submitted to KHS without a fully executed copy of the Non-Collusion Declaration will be considered non-responsive.

11. Contract Type

- 11.1. KHS' standard Professional Service Agreement (PSA) will be used to contract with the chosen vendor. The PSA template is included with this RFP package, which includes a Business Associates Agreement (BAA) and other supporting exhibits. 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
- 11.2. Please review this agreement and if you cannot accept these terms and conditions, please note the specific area(s) where you have concerns. Failure to identify any such objection with your Proposal shall at KHS' option be deemed a waiver of such objection. Recommend alternative wording that you would like considered with your proposal response.
- 11.3. Failure to agree to the PSA may result in the disqualification of any Proposal
- 11.4. The initial term of any resulting agreement is anticipated to be for a period of three (3) year term.

12. Eligibility for Contract Award

12.1. KHS will not award this RFP or enter into a contract with any bidder who is debarred, suspended or otherwise ineligible for the award of a contract or grant by any Federal agency or from participating in Federal Healthcare Programs. By submission of this proposal, bidder acknowledges and warrants that the bidder and any of its officers, directors, owners, partners, or any person having primary management or supervisory responsibilities within the bidder's business are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency or from participating in any Federal healthcare programs. Offerors must complete RFP Attachment 3 entitled "Bidder's Eligibility Certification" and submit as part of its proposal.

13. Withdrawal of Bids

13.1. Proposals may be withdrawn electronically via email by a Bidder or an authorized representative with proof of their 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 acknowledge receipt of withdrawal.

13.2. Withdrawal action of any type must be done before the date and time specified for opening of bids in this RFP.

14. Disposition of Proposals and Proprietary Data

- 14.1. All materials submitted in response to this RFP 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. However, KHS is a public agency and therefore subject to the California Public Records Act (California Government Code, Section 6250 et seq).
- 14.2. 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.
- 14.3. 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 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.

15. Evaluation Process

- 15.1. In no event will KHS be limited to selecting a successful bidder based solely upon total cost submitted. Evaluation of the Proposals shall be generally based upon the reasonableness of price; experience in the market; capabilities of the bidder to effectively complete the project requirements; financial stability and completeness of the Proposal response and the requested data. All proposals received as specified will be evaluated by KHS staff in accordance with the above criteria and additional sub-criteria that may be considered as relevant or pertinent by the evaluators.
- 15.2. False, incomplete, or unresponsive statements in connection with a Proposal may be cause for rejection. The evaluation and determination of fulfillment for the above requirements shall be in KHS's sole judgment and this judgment shall be final. Any Proposal not meeting terms and conditions may be rejected.

15.3. KHS will provide special consideration to vendors located and doing substantial business in Kern County

16. Award of Contract

- 16.1. Bidders who submitted a proposal in response to this RFP shall be notified electronically via email regarding whether its firm was awarded the contract or not. Such notification shall be made within a reasonable time after the selection is approved by authorized executives.
- 16.2. The contract will be subject to KHS Governing Board Approval.

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.

SECTION III: TECHINCAL AND PRICE PROPOSAL REQUIREMENTS

A. Technical Proposal Requirements

1. Corporate Capabilities

1.1. Qualifications and Experience

- 1.1.1.Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- 1.1.2.Briefly describe the background of the company, including the formation, implementation of new business, sales, mergers, acquisitions, ownership, current lines of business and intended future lines of business. If applicable, indicate action to prevent disruption of current and/or new business.
- 1.1.3. Identify the senior management staff and their length of time with the company. Identify management staff that would be directly involved with the KHS contract and their length of time with the company.
- 1.1.4. Provide a "functional organizational chart" of your company.
- 1.1.5.Identify three (3) references of clients similar in scope and complexity to that of KHS.

 References shall include the name, title, email address, and telephone number of the person at the client organization who is most knowledgeable about the work.
- 1.1.6. Indicate any past or current material disputes including litigation with customers, provider groups, government entities, client groups and any other litigation with contingent liability of \$500,000 or more. State the results or status of the dispute.
- 1.1.7. Is your company under investigation or being sued by any governmental agency? Has your company been barred from participation in a publicly-funded health program (such as Medicare or Medicaid)? If yes, provide a detailed explanation of the circumstances and status.
- 1.1.8.Provide details of any inquiry letters and/or negative audit results received from any state or federal agency or any outside business auditor.
- 1.1.9. Has your organization been audited in accordance with the Statements for Standards on Attestation Engagements (SSAE) 16 (formerly SAS 70 audit)? If yes, were any exceptions noted? If not audited, please explain.
- 1.1.10. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s); including project descriptions and the portions(s) of this RFP intended to be subcontracted

1.1.11. Identify subcontractors by company name, address, contact person, telephone number and project function and describe bidders experience working with each subcontractor.

2. Financial Management

- 2.1. Provide evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement.
 - 2.1.1. If the respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports.
 - 2.1.2. If the respondent is not a corporation that is required to report to the Securities and Exchange Commission, it must submit its current financial statement plus previous two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial options.
 - 2.1.2.1. At a minimum, such financial statements and reports shall include: balance sheet; statement of income and expenses (also referred to as "statement of profit and loss"); statement of changes in financial position; cash flows; and capital expenditures.
 - 2.1.3. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the respondent must describe the circumstances of such change and indicate when the change is likely to occur.
 - 2.1.4. The respondent must identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
 - 2.1.5. If you are unable to provide the information above, please include a statement on why, and confirm in that statement that should CalOptima need to see evidence of financial stability prior to awarding a Contract, you will assist in good faith in providing that detail.
- 2.2. Include a sample of your billing invoice as part of your firms' proposal.
- 2.3. Include a W9 signed within the last 6 Months
- 2.4. Include a copy of your D&B report (if applicable) from within the last 6 months.

3. Proposed Staffing and Project Organization

- **3.1.** Provide education, experience and applicable professional credentials of project staff.
- **3.2.** Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager, Account Manager, and other key personnel.

- **3.3.** Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- **3.4.** Identify key personnel proposed to perform the work on the specified tasks and include major areas of subcontract work.
- **3.5.** Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- **3.6.** Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of KHS.
- **3.7.** Describe the roles, responsibilities and deliverables of KHS and the bidder in a detailed work plan. The work plan must outline sequentially and describe the elements and activities that would be undertaken in completing the tasks; specify by name and job description, the person Bidder would assign to perform said task; the hourly rate of each person; rate for task identified; and include a schedule for completing the tasks in terms of elapsed weeks from the commencement date.
- **3.8.** What KHS resources are required by bidder to meet the deliverables?

ATTACHMENT A

SCOPE OF SERVICES

- **1. Introduction** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified security service providers to supply professional security guard services for Kern Health System (KHS). The selected security firm will be responsible for ensuring the safety and security of KHS facility, personnel, visitors, and property.
- **2. General Service Requirements** The security provider must supply trained, uniformed security guards to cover shifts as outlined below. Guards must perform regular patrols, monitor entry points, and respond to security concerns or incidents according to KHS protocols. All guards must possess the appropriate qualifications and licenses to operate in the state. The security provider is responsible for covering their own call outs and be able to cover KHS' call outs as well within a reasonable amount of time. Guards must remain on duty until properly relieved by KHS or the security provider's guards.

3. Shift and Coverage Requirements

Weekday Shifts (Monday to Friday)

- Guard coverage required from 2:00 p.m. to 10:30 p.m.
- Guards will be entitled to two 10-minute breaks at approximately 8:00 a.m. and 12:00 p.m.
- A 30-minute off-duty meal break must be observed by guards during their shift.
- Guard coverage required from 10:00 p.m. to 6:30 a.m.
- Guards will be entitled to two **10-minute breaks** at approximately 12:00 a.m. and 4:30 a.m.
- Guards are required to remain on property during 10-minute breaks and meal breaks.
 - *Shift times are subject to change with proper notice.

Weekend and Holiday Shifts

- Guard coverage is required for **three shifts** over a **24-hour period** on **Saturdays and Sundays**, ending at 6:30 a.m. on Monday morning.
 - o First Shift: 6:00 a.m. to 2:30 p.m.
 - o Second Shift: 2:00 p.m. to 10:30 p.m.
 - o Third Shift: 10:00 p.m. to 6:30 a.m.
 - o Guards will be entitled to two **10-minute breaks.**

A **30-minute off duty meal break** must be observed by guards during their shift.

o Guards are required to remain on property during their 10-minute breaks and meal breaks.

*Shift times are subject to change with proper notice.

Holiday and Absence Coverage

• The security provider will be required to cover shifts on **holidays** and when **regular KHS staff** are out due to PTO, sick leave, or other reasons. The security provider must be able to supply additional guards during these periods to ensure no disruption in service.

4. Special Event and Contractor Monitoring

- The security provider must provide **additional guards** during company events held on KHS grounds, including but not limited to staff gatherings, celebrations, or large public-facing events.
- **Contractor Monitoring**: Additional guards may be required during periods of construction to help ensure contractors primarily remain confined in the areas they are performing work and common areas to help ensure the safety and security of the facility and work areas.

5. Guard Duties

- Patrol designated areas on foot or by golf cart as specified by KHS.
- Monitor entrances and exits to ensure authorized access.
- Respond to alarms and security incidents according to KHS protocols.
- Report security breaches, suspicious activities, or unauthorized access to KHS management.
- Complete daily logs and incident reports as required.

6. Staffing and Availability

- Security guards must be available for **on-call** assignments to cover last-minute requests for additional coverage.
- The security firm must ensure **immediate fill-ins** in case of unscheduled absences of assigned guards.

7. Training and Licensing

• All security guards assigned to KHS must possess a current BSIS (Bureau of Security and Investigative Services) card.

• The security provider is responsible for ensuring guards receive ongoing training in emergency response, conflict resolution, and customer service.

8. Equipment and Uniforms

• Security personnel must be provided with uniforms, identification badges, and necessary equipment to perform their duties, including communication devices.

9. Reporting

• The security firm will be required to submit regular reports to KHS, detailing guard activity, any incidents, and response actions taken.

10. Regulatory Compliance (If applicable)

- Provider must be registered with the California Department of Industrial Relations (DIR), if required by state regulations.
- Proof of registration must be submitted with the proposal.

11. Personnel Management & Replacement

- The provider must promptly replace any security guard upon request from the KHS Facilities Manager or Director of Procurement and Facilities.
- Replacements must be provided without disruption to service levels.

12. Automatic Guard Tour Tracking System

- The provider **must** utilize an automatic guard tour tracking system to monitor and document security patrols.
- The system must be accessible to KHS for verification and oversight.
- **13. Contract Term & Conditions** The initial contract period is expected to last for three years, with the option for renewal based on satisfactory performance, funding availability and mutual agreement.

ATTACHMENT B

SCHEDULE OF FEES

1.	Standard Hourly Rates (Monday to Friday)
	• Standard Guard Services (2:00 p.m. to 10:30 p.m.): \$ per hour
	• Standard Guard Services (10:00 p.m. to 6:30 a.m.): \$per hour
	 This rate should include regular guard duties, breaks, and meal periods.
2.	Weekend and Holiday Rates
	 Weekend Shift Rates (Saturday and Sunday, 24-hour coverage) First Shift (6:00 a.m. to 2:30 p.m.): \$ per hour Second Shift (2:00 p.m. to 10:30 p.m.): \$ per hour Third Shift (10:00 p.m. to 6:30 a.m.): \$ per hour Holiday Rates: \$ per hour Applicable to any federal, state, or KHS-designated holidays.
3.	Additional Services
	 PTO Fill-in/Absence Coverage (On-call replacements): \$ per hour Applicable when covering for KHS staff's personal time off or unscheduled absences. Contractor Monitoring Coverage (as-needed basis): \$ per hour Guards required during construction projects for added site security. Event Coverage (KHS events on-site): \$ per hour Additional security for special company events, including setup and breakdown times.
4.	Emergency/Short-Notice Requests
5.	 Emergency Coverage (within 24 hours' notice): \$ per hour Applicable to requests made with less than 24 hours' notice. Equipment Fees (if applicable)
	 Special Equipment (e.g., radios, patrol vehicles): \$ per guard, per shift If guards require additional equipment beyond standard uniforms and communication devices.
6.	Administrative and Miscellaneous Fees
	 Administrative Fee: \$ per month Covers reporting, billing, and administrative tasks related to the contract. Other Miscellaneous Charges (if applicable): \$ per [unit or basis] Specify any other fees not covered by the categories above.

ATTACHMENT C

BIDDER ELIGIBILITY CERTIFICATION

Bidder certifies, to the best of its knowledge and belief, that that offeror and/or any of its Principals:

A.	Are \square , are not \square presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency or from participating in any Federal healthcare programs;
В.	Have \Box , have not \Box , within a ten (10)-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
C.	Are \square , are not \square presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section (B); and
D.	Have \square , have not \square , within a ten (10)-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
manage	posed of this certification, "Principal" means an officer, director, owner, partner, or a person having primary ment or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a division less segment and similar positions).
By:	
Name: _	
Title: _	
Compar	ny:

ATTACHMENT D

PROPOSAL SIGNATURE VERIFICATION

All offers in response to this RFP must be received on or before March 12, 2025, 2:00 PM PST at the <u>TASRFP@khsnet.com</u> email address. 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 i	name and title of p	erson authorized to	o sign offer: —		
Signature of Auth	orized Person:				
Date of Offer:					
Grand Total of "A	Attachment B": \$_		_		
		Acknowle	dgment of Amen	dments	
The Offer acknow	vledges receipt of A	Amendments to the	e RFP numbered	and dated as follow	vs:
Amend #	Date	Amend #	Date	Amend #	Date
1				1	

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