



Outside General Counsel Services

NOTICE OF REQUEST FOR PROPSAL (RFP)
FEBRUARY 1, 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 Outside General Counsel Services.

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	January 31, 2025
Bidders Questions Due	February 18, 2025 (2:00pm PST)
Responses to Questions due from KHS	February 24, 2025
Proposals Due	March 3, 2025 (2:00pm PST)
Interviews (If Applicable)	March 12-21, 2025
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:

Devin W. Brown
devin.brown@khs-net.com
 KHS Chief Legal and Human Resources Officer
 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 devin.brown@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

- 8.1. Date and Time: Proposals shall only be submitted electronically via e-mail to devin.brown@khs-net.com no later than March 3, 2025, 2:00 PM PST. Bidders should not include any unnecessarily elaborate or promotional material.
- 8.2. Acceptance of the Proposal
- 8.2.1. 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.
- 8.2.2. 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.
- 8.2.3. KHS reserves the right to postpone proposal opening for its own convenience.
- 8.3. Alternate Proposals are not authorized and will not be considered.
- 8.4. 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 Five (5) year, with one Five (5) year term renewal option at KHS's discretion.

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: TECHINICAL 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 attorney staff and their length of time with the company. Identify attorney staff that would be directly involved with the KHS contract and their length of time with the company, including key personnel assigned to fulfill the scope of services.
- 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 KHS 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

Based on the Following SOW, please provide a response to the items below, proposing how your firm will meet these requirements and deliverables, and include a work plan including the name, title/role, hourly rate, and estimated number of hours for each of the individuals.

I. Introduction

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 also has a Dual Special Needs Program and will be providing Medicare in the coming year and KHS anticipates both programs to grow significantly in memberships.

Managed care is a complex, expensive and challenging business. Managed care plans offering predominantly Medi-Cal programs, as well as dual-eligible programs, are even more complicated to operate because of substantial regulation by both the state and federal government. Managed Medi-Cal plans that are public agencies are also accountable to the public and must comply with the numerous laws regulating public entities in California (“Public Laws”). Public Medi-Cal plans like KHS therefore need legal advice and services relating to a wide array of complex and specialized subject matter areas to meet the demands of an ever-changing healthcare and economic environment and operate in an effective and compliant manner.

As part of its strategic planning efforts, the KHS Board of Directors (“Board”) is considering how best to organize and marshal its legal resources to meet this substantial and increasing demand for legal services. To that end, the Board is exploring the retention of an outside law firm to serve as the agency’s general counsel (“GC”) to augment, and integrate with, the legal services currently provided by the agency’s employed and contracted lawyers. The Board will be requesting information from each law firm who may be interested in applying for such a general counsel role as to its qualifications regarding the anticipated scope of work set forth below.

II. General Requirements.

A. The GC must have substantial experience in representing California managed care organizations (“MCO”) that serve predominantly Medi-Cal populations. It must also be able to demonstrate experience representing MCOs serving dual-eligible program populations.

B. The GC must have an experienced senior lawyer who will serve as the principal and consistent point of contact with KHS personnel (“Principal Lawyer”). While it is anticipated that other GC lawyers may work on KHS matters from time to time, the Principal Lawyer will be the professional who regularly interacts with the Board, internal lawyers, and management personnel. The Principal Lawyer must be licensed to practice law in the State of California and seek authorization, as needed, to appear on KHS’s behalf in the Eastern District of California.

C. While it is anticipated that the GC may have multiple offices, the GC must maintain its principal offices in California. The Principal Lawyer must be resident in one of the GC’s California offices.

III. Strategic Duties.

A. The GC will regularly provide the Board and management with reports on legal trends, issues, and best practices in California and across the healthcare industry, particularly in the public sector domain, that may materially affect KHS's business and mission, both currently and in the future.

B. The GC will regularly meet and confer with the Board and management to support KHS's strategic planning efforts as an integral member of KHS's senior management staff.

IV. Governance Duties.

A. The GC will report to the Board and shall attend all regular and special meetings of the Board, as well as other Brown Act Board committee meetings and by request.

B. The GC will work with internal lawyers to ensure compliance with all Public Laws related to KHS's governance.

B. The GC will work with internal lawyers to provide the Board with written summaries of all material legal issues concerning the agency on a regular basis, for monthly board meetings at a minimum.

V. Health Care and Privacy Oversight Duties.

A. The GC will work with KHS's compliance personnel and internal lawyers to establish and periodically update KHS's health care compliance programs and policies.

B. The GC will regularly attend KHS compliance committee meetings.

C. The GC will work with internal lawyers to engage, assist and manage outside compliance counsel and other consultants and support personnel as may be needed from time to time, in connection with investigations, audits, responses to regulatory authorities, and other compliance matters that are not routine.

D. The GC will periodically report to the Board and management regarding any material compliance issues.

VI. Managed Care Regulatory Duties.

A. The GC will work with internal lawyers and outside counsel, where necessary, to ensure compliance with all regulatory requirements of the California Department of Health Care Services, the California Department of Managed Health Care, the federal Center for Medicare & Medicaid Services, and any other governmental entities with jurisdiction over the agency.

B. The GC will periodically report to the Board and management regarding any material regulatory issues.

VII. Managed Care Operations Duties.

A. The GC will work with internal lawyers to ensure that all legal issues related to KHS's managed care operations ("Operations Issues") are handled and resolved in a timely and appropriate manner. Operations Issues may involve a broad range of subject matter areas, including without limitation general business operations, payor and provider contracting, credentialing and administration, utilization review and quality assurance, member grievance resolution, provider dispute resolution, vendor contracting, procurement, real estate, intellectual property and technology, Public Laws, risk management and insurance, labor and employment, and general litigation.

B. The GC will work with internal lawyers to engage, assist and manage outside counsel and other consultants and support personnel as may be needed from time to time, to provide legal services in connection with Operations Issues.

C. The GC will periodically report to the Board and management regarding any material Operations Issues affecting the agency.

VIII. Management Duties.

A. The GC will be responsible for managing the overall legal affairs of the agency and coordinating the activities of the internal lawyers and outside legal counsel. Regarding internal lawyers, the GC will be responsible for managing the internal lawyers and other legal staff in their roles and responsibilities and will provide periodic and annual performance reviews for internal staff. Regarding outside legal counsel, the GC will be responsible for engaging with outside counsel as necessary to seek expertise outside of its organization needed to properly advise the Board and KHS.

B. The GC will regularly advise the Board about the status of any material legal issues affecting the agency, and will be expected to keep the Board apprised of any legal issues that could adversely or positively affect KHS activities.

ATTACHMENT B

SCHEDULE OF FEES

Please include the name, title/role, hourly rate, and estimated number of hours for each of the individuals you are proposing to use for this engagement.

1. Compensation

1.1. Basis of Compensation. [Insert compensation (e.g., hourly, daily, monthly or fixed rates) and any other information that is applicable.]

1.2. Rates. If rates are specified in this Compensation Exhibit, they begin on the date Contractor commences the Work and end upon termination of the relevant scope of work or agreement.

1.3. Rate Adjustments.

1.3.1. Any rate adjustments must be agreed upon in writing by both KHS and contractor.

1.3.2. Rate adjustments due to changes in law or regulatory requirements must be communicated in advance and agreed upon by both parties

1.4. Travel and Per Diem Compensation. If KHS agrees to pay travel costs, KHS shall reimburse Contractor for the documented cost incurred by Contractor for transportation to and from Point of Origin and KHS, pre-approved by KHS. All cost incurred to perform services shall be itemized and accompanied by invoices, receipts or vouchers. Travel and Per Diem expenses are not subject to markups. Contractor will not bill professional fees for travel time unless they carry out SOW tasks during the travel period.

1.4.1. Travel. The cost of air transportation must not exceed the lowest available economy class fare, by the most direct route to KHS from the Point of Origin or other place pre-approved by KHS.

1.4.2. Per Diem. If KHS agrees to pay for food, lodging and ground transportation, Contractor will be required to submit a copy of General Services Administration (GSA) rates for meals and incidental expenses for per diem reimbursement when conducting work at KHS.

1.5. Approvals for Travel and Per Diem Compensation. All travel related expenses require pre-approval from KHS. All out of state travel must be approved by KHS CEO.

2. GEOGRAPHIC SCOPE Contractor shall provide the services selected to the KHS plan(s) in California

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 ☐, are not ☐ 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;
- B. Have ☐, have not ☐, 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 ☐, are not ☐ 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 ☐, have not ☐, 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.

For purposed of this certification, “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a division or business segment and similar positions).

By:

Name: _____

Title: _____

Company: _____

Date: _____

ATTACHMENT D

PROPOSAL SIGNATURE VERIFICATION

All offers in response to this RFP must be received on or before March 3, 2025, 2:00 PM PST at the Devin.brown@khs-net.com 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 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

ATTACHMENT

Professional Services Agreement

Please download the Professional Services Agreement from the Kern Family Healthcare website.