



KERN HEALTH SYSTEMS

2900 Buck Owens Blvd

Bakersfield, CA 93308

Request for Quote

365 Microsoft Licenses

Proposal Deadline:

August 25, 2021

A. INSTRUCTIONS AND CONDITIONS

1. Definitions
 - a. As used herein, "RFQ" means "Request for Quote."
 - b. As used herein, "KHS" means "Kern Health Systems."
2. Preparation of Responses (Instructions to Bidders)
 - a. Before submitting a Proposal, each Bidder is expected to thoroughly examine the specifications in the Attachments, and all other related contractual documents included in this RFQ, including subsequent amendments to the RFQ. Failure to do so will be at the Bidder's risk, and will not bar the Bidder's obligation to perform if a contract is awarded pursuant to this RFQ.
3. Explanation to Bidders
 - a. If a Bidder desires an explanation of any kind regarding provisions of this RFQ, the Bidder must generate a written request for such explanation. The request may be e-mailed to RFP@khs-net.com, faxed to 661-664-4381, or addressed to:
Kern Health Systems
Attention Purchasing Department
2900 Buck Owens Blvd
Bakersfield, CA 93308
4. Submitting Proposals
 - a. **Please submit ONE (1) electronic copy. Electronic copy should be submitted via e-mail to RFP@khs-net.com.**
 - b. Faxed proposals will NOT be considered.
 - c. Alternate Proposals are not authorized and will NOT be considered.
5. **All Proposals must be received by KHS no later than August 25, 2021 2:00 PM PST. Late Proposals will NOT be considered or accepted. For purposes of this RFQ, the official time shall be the time on the clock in the lobby of KHS front office.**
6. **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.
7. 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 other 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.**
8. Evaluation Process
 - a. The determination and final selection of the successful Bidder will be based upon evaluation by KHS considering all factors and such other criteria (subjective and otherwise) as KHS may, at its sole discretion, deem relevant. In no event will KHS be limited to selecting a Bidder based solely upon total cost submitted.

- b. Including the Total Price, the following overall factors will be considered:
 - Corporate capabilities
 - Responsiveness to RFQ
 - 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.
9. Late Bids
- No Proposal or Proposal Amendment received at the office designated in this RFQ after the time set for receipt specified in this RFQ will be considered or accepted.
10. Cost of Preparation of Bids
- Costs for developing responses to this proposal are entirely the responsibility of the Bidder.
11. Withdrawal of Bids
- a. Proposals may be withdrawn by letter or in person by a Bidder or an authorized representative possessing proper identification and written proof of his authority to act on behalf of the Bidder. If withdrawn in person by a Bidder or a representative of the Bidder, the person withdrawing the Proposal will be required to sign a receipt for the Proposal.
 - b. Withdrawal action of any type must be done before the date and time specified for opening of bids in this RFQ.
12. Payment
- a. Invoices for services rendered shall be directed to:
Kern Health Systems
Accounts Payable
2900 Buck Owens Blvd
Bakersfield, CA 93308
or submitted via email to:
apinvoice@khs-net.com
 - b. Payment will be made upon receipt of an appropriate invoice and determination by KHS where products and/or services have been determined by KHS to be satisfactorily provided, and subject to the terms of the contract. Payment terms are Net 30 after receipt of a valid invoice. KHS is unable to take advantage of any prompt-payment discounts. KHS is not responsible for misdirected invoices.
13. Miscellaneous
- a. The successful Bidder may not assign the contract or any part of its obligations without the prior written consent of KHS, which may be withheld in its sole discretion.
 - b. The successful bidder will enter into a "Professional Services Agreement" with KHS.
 - c. Bidder recognizes that the Medi-Cal Managed Care and Healthy Families programs are dynamic programs that are subject to numerous legislative and regulatory changes, which will likely require the successful Bidder to implement related changes to the agreement that may be awarded pursuant to this RFQ.

14. Disposition of Proposals and Proprietary Data

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

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

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

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

15. Timeline

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

- **August 25, 2021** **RFQ release**
- **August 30, 2021** **Bidder questions are due**
- **September 3, 2021** **KHS will e-mail responses to all bidders**
- **September 30, 2021** **Proposals due 2:00PM PST**
- **January 1, 2022** **Services Begin**

B. STATEMENT OF PURPOSE

This RFQ contains a list of requirements for the selection of a vendor that can provide cost for 365 Microsoft licenses.

KHS is soliciting responses from qualified Bidders to address the stated requirements of this RFQ. A qualified Bidder, for the purpose of this RFQ, 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 300,000 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

License Pool	Product Family	Version	Effective Quantity	Unresolved Quantity	Active SA Quantity
Applications	Project Professional	2019	0	9	9
Applications	Project Standard	2019	0	13	13
Applications	Visio Professional	2019	71	64	135
Applications	Visual Studio Enterprise with MSDN	2019	0	25	25
Applications	Visual Studio Professional with MSDN	2019	0	8	8
Applications	Visual Studio Test Professional with MSDN	2019	0	12	12
Non-Specific	Office 365 E3 From SA		402	0	402
Servers	Azure DevOps Server	2020	45	1	46
Servers	Azure DevOps Server User CAL	2020	45	10	55
Servers	Azure Monetary Commitment		1	0	1
Servers	Biz Talk Server Standard Core	2020	0	12	12
Servers	Defender for O365 Plan 1		473	0	473
Servers	Enterprise Mobility and Security E3 from SA		402	0	402
Servers	Enterprise Mobility and Security E3 Full		71	0	71
Servers	Office 365 E3		71	0	71
Servers	Project Server	2019	0	1	1
Servers	Project Server - Device CAL	2019	0	90	90
Servers	Project Server - Device CAL	2016	9	0	9
Servers	SQL Server Enterprise Core	2019	36	52	88
Servers	SQL Server Standard Core	2019	0	128	128
Servers	System Center DataCenter Core	2019	208	496	704
Servers	System Center Standard Core	2019	0	144	144

Servers	Windows Remote Desktop Services - User CAL	2019	473	0	473
Servers	Windows Server Datacenter Core	2019	288	416	704
Servers	Windows Server Standard Core	2019	0	400	400
Systems	Windows E3 From SA USL	10 Enterprise	402	0	402
Systems	Windows E3 USL	10 Enterprise	71	0	71
Systems	Windows VDA Per Device	10 Enterprise 2015 LTSC	50	0	50

ATTACHMENT B

SCHEDULE OF FEES

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

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