

REQUEST FOR PROPOSALS (RFP) FOR FOOD SERVICE

Request for Proposals Number: CAPK_EHS2015-001

October 28, 2015



Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309
661-336-5236

REQUEST FOR PROPOSALS CAPK_EHS2015-001

Food Service

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RFP# CAPK_EHS2015-001 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title CAPK_EHS2015-001		Due Date 11/13/15	
Primary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
Address	City	State or Province	Zip
<p>VENDOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you accept all Terms & Conditions in the Sample Contract? (if no, explain on separate page) ___ Yes ___ No</p> <p>Are you a Minority or Women-Owned Business Enterprise? ___ Yes ___ No</p> <p>Are you submitting the required one (1) original and one (1) copy of you proposal? ___ Yes ___ No</p>			
ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?			
Firm's experience and capabilities information	___	Business License copy	___
Names and qualifications of primary staff	___	Health Permit copy	___
Conflict of Interest statement	___	ServSafe Certifications copies	___
Completed and Signed Bid Form CAPK_EHS2015-001	___	Vendor Information Sheet	___
Signed Certifications Form	___	W-9	___
References	___	Required samples	___
AUTHORIZED SIGNATURE & CERTIFICATION			
<p>I certify that the above information, and all information submitted in connection with this proposal is complete, true, and accurate and that the requirements noted have been completed and are enclosed. I affirm that I understand and will comply with Community Action Partnership of Kern's procedures and all other applicable Federal, state and local laws and regulations. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.</p>			
Signature		Name	
Title		Organization	
Phone		Date	

NOTE: This completed form MUST be signed and attached to the front of all copies your proposal.

Community Action Partnership of Kern
 5005 Business Park North • Bakersfield, CA 93309
 (661) 336-5236 • Fax: (661) 336-5228
 REQUEST FOR PROPOSALS (RFP):
 CAPK_EHS2015-001

I. GENERAL CONDITIONS

A. Purpose: This Request for Proposals (RFP) is to obtain the services of a qualified Vendor ("Vendor") to provide food service for 10 locations for the Early Head Start program (infants and toddlers) for Community Action Partnership of Kern ("CAPK") in the Stockton, CA area.

B. Instructions for Proposal Submission:

1. **Closing Submission Date:** Proposals must be submitted not later than **11:00 a.m., Friday, November 13, 2015.**
2. **Inquiries:** Inquiries concerning this RFP should be directed to Margaret Palmer, Business Manager, at: mpalmer@capk.org.
3. **Submission Address:** Your proposal should be addressed as follows:
 Community Action Partnership of Kern (CAPK)
 FOOD Services RFP No. CAPK_EHS2015-001
 Attention: Margaret Palmer, Business Manager
 5005 Business Park North
 Bakersfield, CA 93309

It is important that the proposal be addressed as indicated above and submitted by the due date/time in an envelope clearly marked in the lower left-hand corner with the following information: **"Food Service RFP No. CAPK_EHS2015-001"**.

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each and every Vendor must submit their proposal using the enclosed format. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

C. Timelines:

Date	Event
Oct 28, 2015	Issue RFP to interested Vendors and advertise in newspaper(s)
Nov 6, 2015	Due date for Vendor questions
Nov 9, 2015	Responses to Vendor questions emailed to Vendors
Nov 13, 2015 @ 11:00 AM	DUE DATE FOR PROPOSALS FROM VENDORS
Nov 16 - 20, 2015	CAPK analysis of proposals and interviews, if required
Nov 24, 2015	Board approval
Dec 1 - 2, 2015	Contract award and execution
Feb 1, 2015 – Jan 31, 2016	Contract term – may be renewed for 1 year up to 3 times

D. Right to Reject: CAPK reserves the right to reject any and all proposals received in response to this RFP. A contract (the "Contract") for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive any and all informalities or irregularities in any proposal.

E. Small, Women and/or Minority-Owned Business: Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

- F. **Price:** All prices and quotations must be typed or written in ink utilizing attached bid form. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal.

ENCLOSED BID FORM IS TO BE SUBMITTED WITH PROPOSAL.

- G. **Date Available to Start:** Availability to start on or about **February 1, 2016**, is a part of the consideration and must be stated in definite terms and must be adhered to.
- H. **Authorized Proposals:** All proposals must be dated and signed by a responsible officer or employee of the Vendor. All proposals must have the Vendor's name clearly indicated in the proposal.

II. SPECIAL CONDITIONS

- A. **Background:** Community Action Partnership of Kern (CAPK) San Joaquin Early Head Start (EHS) program participates in the Child and Adult Care Food Program (CACFP). CACFP features a nutrition program that meets the nutritional needs and feeding requirements of each child, including those with special dietary needs and disabilities (with proper medical documentation).

The program serves a variety of foods, considers culture and ethnic preferences, and broadens the child's food experience. Foods served are high in nutrients, low in fat, sugar, and salt, and conform to the serving sizes and requirements of the United States Department of Agriculture (USDA), CACFP meal patterns, and using the Healthy, Hunger-Free Kids Act (HHFKA) Food Based Menu Planning option.

CAPK is seeking to find a qualified Vendor to provide food service as described in Section I. The purpose of this RFP is to provide a method of selection and the basis for negotiating the Contract. The Contract term would be February 1, 2016 through January 31, 2017, with an option to renew for a one (1) year term up to three (3) times.

Vendors must demonstrate prior similar experience, a minimum of five years of operation in the present form of business organization and prior similar or comparable projects by key personnel assigned to this project.

- B. **Scope of Work:** Vendor is to provide all items as described below and in further detail on Bid Form CAPK_EHS2015-001

The scope of this project includes all provision of vended meal services to CAPK EHS programs in San Joaquin County, including menu development, meal preparation and transport. All meals will adhere to all the nutritional guidelines set by the United States Department of Agriculture (USDA) and CACFP meal patterns for infants and toddlers.

The selected bidder will be responsible for the analysis of the nutritional content for all meals. Reasonable effort must be made to serve meat that is natural, hormone and anti-biotic-free, whole grains, fresh seasonal fruits and vegetables, and milk that is hormone and rBST-free. Provision of vegan/gluten-free meals and other food substitutions based on medical necessity or personal beliefs will be available. Provision of formula shall include at least one alternative formula to be available for infants with special dietary needs.

The following criteria must be met :

- Compliance to current CACFP regulations
- Meal content information; nutritional components/ingredients and an itemization of the quantities of each component used to prepare each meal
- Weekly meal ordering structure, inclusive of milk, with delivery to proposed sites no later than 10:00A.M. daily in accordance with the number of meals requested
- Increasing/decreasing of the number of meal orders, as needed, within 24 hour timeframe
- Pricing structure to reflect portion sizes aligned with the CACFP infant/toddler meal patterns
- Invoicing per meal, per child using format as structured within the Bid Form, provided within the first ten (10) days of the month for the previous month's meals
- Copy of Business License
- Evidence of Health Certifications for the food service facility
- Evidence of ServSafe Certifications
- Submit a minimum of three (3) Sample Menus
- Submit sample 21-day Cycle Menus
- Submit sample Kitchen Reports
- Submit sample Transport and Serve Menus

C. Technical Proposal Information

- a. Describe the Vendor's experience and capabilities with regard to non-profit agencies.
- b. List the name(s) and professional qualifications of the primary staff that will be assigned to CAPK's account.
 1. Include job title, current responsibilities, total years of experience, years with the Vendor, degrees and certifications, professional affiliations, and any other relevant information.
 2. Provide a list of other key personnel who will be assigned to CAPK's account.
 3. Describe any services or portion of services that will be performed by a subcontracting vendor, and provide relevant information on such subcontractor's qualifications and personnel.
- c. All nutrition staff must be ServSafe-certified and strictly adhere to the California Food Safety code pertaining to preparation and holding temperatures, including during transport.
- d. Continuous support will be required pertaining to certification, audits and validations. Vendor will maintain and provide all necessary records to support monitoring processes and CACFP reviews.

D. Conflict of Interest: Provide a statement of any potential conflicts Vendor and/or key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. **If no potential conflicts of interest are identified, so state in your proposal.**

E. Minority, Women or Small Business: If Vendor qualifies as a small, women or minority-owned business, provide documentation of qualifications.

F. Fee Proposal/BID Form CAPK EHS2015-001: All proposals must state the maximum total compensation for performing services for the term of the Contract. Bid Form CAPK_EHS2015-001 must be completed and submitted with proposal.

G. Submittal Documents:

- a. Page 3: RFP# CAPK_EHS2015-001 Proposal Checklist
- b. Page 10: Signed Bid Form CAPK_EHS2015-001; Vendor's signature on which indicates acceptance of all Addendums, Contract Terms and Conditions and Federal Assurances. All forms can be located at <http://www.capk.org/index.cfm/fuseaction/pages.page/id/695>
- c. Page 15: Vendor Information Sheet
- d. Page 16: W-9
- e. Page 17: Certifications
- f. Three references who can comment on the past performance of Vendor. References are to include telephone, facsimile and e-mail.
- g. A copy of current Business License.
- h. Evidence of Health Permit.
- i. Evidence of ServSafe Certifications.
- j. In a separate document provide the following information:
 - i. A detailed explanation of the services quoted.
 - ii. Conflict of Interest Statement.

III. PROPOSAL EVALUATION

- A. Submission of Proposals:** All proposals shall include one (1) original and one (1) complete copy of the Vendor's proposal. This document will become part of the Contract.
- B. Non-responsive Proposals:** Proposals may be judged non-responsive and removed from further consideration if any of the following occur:
 1. The proposal is not received timely, in accordance with the terms of this RFP.
 2. The proposal does not follow the specified format and respond adequately to each item in Section II.
- C. Selection:** This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK'S requirements, as determined by CAPK, including price

and other indicated factors. The selection process will be followed by contract negotiation. The **FINAL** pricing in the resulting Contract shall be the pricing included in Vendor's bid documents. If negotiations are unsuccessful, CAPK will proceed with negotiations with the next qualifying Vendor.

It is recognized that the selected Vendor will be required to collect all pertinent information necessary to complete the required services in advance of all required deadlines. Therefore, all responding Vendors will keep this in mind when preparing their responses to the RFP.

The selection process is designed to ensure that the Vendor's services/products are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK. CAPK may, at its discretion, request presentations or additional information with any or all Vendors to clarify or negotiate modifications to the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which Vendor can propose.

CAPK shall be solely responsible for awarding the Contract.

- D. Solicitation Caveat: Vendor understands and agrees that CAPK shall have no financial responsibility for any costs incurred by Vendor in responding to this RFP and shall not be liable for any Vendor costs attributed to the planning and design of the project until the Vendor has executed a Contract with CAPK and has been authorized in writing to proceed. CAPK reserves the right to terminate this RFP after three (3) days (72-hours) notice to all prospective Vendors.
- E. Signature: The Bid Form, all Information required of Vendor or prequalification forms and all other forms enclosed must be signed in the name of Vendor and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Vendor is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that Vendor is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Vendor, who shall act in all matters relative to the contract resulting there from for the joint venture or partnership. If Vendor is an individual, his/her signature shall be placed on such documents.
- F. Withdrawal of Bids: Any proposal may be withdrawn, either personally, or by written request, at any time prior to the scheduled closing time for receipt of bids
- G. Contract: The Contract, which the successful Vendor will be required to execute, is included in the RFP documents and should be carefully examined by Vendor.

IV. VENDOR'S OBLIGATIONS

- A. Laws and Regulations: Vendor shall obey all State and Federal regulations and guidelines now or hereafter enacted.
- B. Independent Contractor: Vendor understands and agrees that it is an "independent contractor" with respect to the services to be performed under the Contract. CAPK shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation Insurance.
- C. Insurance: Vendor shall procure, furnish and maintain for the duration of the Contract, the following types and limits of insurance:
 - 1. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
 - 2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

- a. Provide Contractual Liability coverage for the term of the Contract.
 - b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.
3. Workers' Compensation Insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Contract, or insurance rated below Bests' A: VII, must be declared prior to execution of this Contract and approved by the City of Bakersfield in writing.

All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

- D. Indemnity: Vendor shall indemnify, defend, and hold harmless the CAPK, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Vendor, Vendor's employees, agents or independent contractors or companies in the performance of, or in any way arising from, the terms and provisions of the Contract, whether or not caused in part by a party indemnified hereunder, except as limited by California Civil Code Section 2782.

V. SUBCONTRACTS

Vendor shall cause all of the provisions of the Contract in its entirety to be included in and made a part of any subcontract executed in the performance of the Contract.

Vendor shall undertake to insure that all subcontracts let in the performance of the Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CAPK along with documentation concerning the selection process.

BID FORM CAPK_EHS2015-001

The following locations* and age groups to be considered for this proposal:

	Site	Address	# Infants	# Toddlers	Breakfast Time	Lunch Time	Center Hours
1.	California St. EHS	425 N. California St., Stockton	8	16	8:00	11:00	7:30-1:30
2.	St. Mary's EHS	545 W. Sonora St., Stockton	8	8	8:00	11:00	7:30-1:30
3.	Walnut EHS	115 N. Walnut Ave, Manteca	6	14	8:00	11:00	7:30-1:30
4.	4th St./ Tracy Homes EHS	340 W. 4th Street, Tracy	0	8	8:00	11:00	7:30-1:30
5.	4 th St. EHS	238 W. 4th St., Stockton	8	24	8:00	11:00	7:30-1:30
6.	Gianone EHS	1509 N. Golden Gate, Stockton	0	16	8:00	11:00	7:30-1:30
7.	Barnett House EHS	347 E. Poplar St.	8	7	8:00	11:00	7:30-1:30
8.	Chrisman EHS	23950 S. Chrisman Rd., Tracy	6	16	8:00	11:00	7:30-1:30
9.	Lodi United Christian Church EHS	701 S. Hutchins St., Lodi	8	15	8:00	11:00	7:30-1:30
10.	Dorothy Mahin EHS	5080 Armstrong Rd., Lodi	0	16	8:00	11:00	7:30-1:30
		Totals by Age	52	140		Grand Total	192 children

Proposed Pricing Structure by Meal Type, Age Group, CACFP Meal Patterns, and Price:

Age of Child	Number of Children	CACFP Meal Pattern	Meal Type	Price Per Child	Total Price (number of children X price per child)	
<i>Infants*</i>	12	<i>Birth through 3 Months</i>	Breakfast	\$		<i>*based upon on-demand feeding schedule; every 2-3 hours/6 hour day</i>
	12		Lunch	\$		
	12		Snack	\$		
	14	<i>4 through 7 Months</i>	Breakfast	\$		
	14		Lunch	\$		
	14		Snack	\$		
	12	<i>8 through 11 Months</i>	Breakfast	\$		
	12		Lunch	\$		
	12		Snack	\$		
<i>Toddlers</i>	154	<i>12 through 36 Months</i>	Breakfast	\$		<i>*includes mobile infants</i>
	154		Lunch	\$		
	154		Snack	\$		
TOTAL	192					

Please note that highlighted sites are estimated to require service delivery to begin February 1, 2016. Dates for subsequent service delivery at remaining sites to be determined. Dates, times and numbers of children in

each age group are subject to change according to enrollment. Advance notice will be given to the bidder to ensure accuracy in meal service delivery and adherence to CACFP meal patterns.

Vendor: _____

Signature: _____

Date: _____

Title: _____

Printed Name: _____



ACCOUNT CODE:
Contract Log:

CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (“Agreement”) is made and entered into as of this ____ day of December, 2016 by and between _____ (“Vendor”) and Community Action Partnership of Kern (“CAPK”). In consideration of mutual promises and agreements of the parties as herein set forth, Vendor agrees as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services as per the Scope of Work found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** San Joaquin County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as outlined in Bid Form CAPK_EHS2015-001. Payment will be made when CAPK has determined that the work effort has been satisfactorily completed. Vendor will submit an original invoice detailing all services provided to CAPK’s Finance Department. This Agreement supersedes any other contracts in effect, either implied or otherwise.

Note: The Vendor shall mail all invoices to: Community Action Partnership of Kern, Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is February 1, 2016 through January 31, 2017.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12 month period, up to three (3) times upon agreement between CAPK and Vendor. Said extension shall be based on the quality of work and reasonableness of fees for service. Also, said Agreement extension shall be addressed as an Amendment to the Agreement and must be signed by all parties involved.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, the Vendor is an independent contractor and not an officer, employee or agent of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment B**, incorporated herein by reference.
8. **NOTICES.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:

 ATTN: _____

 Phone: _____ Fax: _____

CAPK:
 Community Action Partnership of Kern
 ATTN: Christina Short
 1145 North Hunter Street
 Stockton, CA 95202
 Phone: (209) 242-9520

9. **RECORDKEEPING.** Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. The Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years. Vendor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
10. **INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless the CAPK from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Vendor while executing this Agreement.
11. **HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
12. **EVALUATION.** Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.

13. APPLICABLE LAW. The Laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written. Signature below indicates acceptance of all CAPK Contract Addendums: Additional Terms and Conditions; Federal Assurances; Addendum A: Certification Regarding Lobbying; Addendum B: Debarment and Suspension Certification; Addendum C: Noncollusion Affidavit; Addendum D: Equal Opportunity; Addendum E: Utilization of Women and Minority Business Enterprises; Addendum F: Equal Opportunity for Special Disabled Veterans; Addendum G: Certification of Worker's Compensation; Addendum H: Insurance Requirements; Addendum I: Prevailing Wage /Davis Bacon Compliance Certification (if required); and Addendum J: Material and Workmanship Warranty (if required); as made available at: <http://www.capk.org/store/files/87.pdf>.

VENDOR: _____

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signature: _____

Date: _____

Jeremy T. Tobias, Executive Director

Attachment A

INSERT VENDOR PROPOSAL

Attachment B

INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Contract the following types and limits of insurance:

1. **Automobile Liability Insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide coverage for owned, non-owned and hired autos.
 - b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern ("CAPK), its board, officers, agents, employees and volunteers.
2. **Broad Form Commercial General Liability Insurance**. ISO Form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - a. Provide Contractual Liability coverage for the term of this Contract.
 - b. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
3. **Workers' Compensation Insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to CAPK, its board, officers, agents, employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents, employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A: VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Contract or insurance rated below Best's A: VII, must be declared prior to execution of this Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing CAPK with thirty (30) days' written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may cancel this Contract if certificates of insurance and endorsements required have not been provided upon the execution of this Contract.

APPENDIX A

Community Action Partnership of Kern
• Procurement Department •
5005 Business Park North, Bakersfield, CA 93301 • 661.336.5236 • FX: 661.336.5228

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

CAPK Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic #: _____ Business Lic #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

- Individual/Sole Proprietor C Corporation S Corporation Partnership Trust/Estate
Limited Liability Co. C = C Corp S = S Corp P = Partnership Other: _____

BUSINESS ENTITY/CLASSIFICATION:

- Board Member Employee Faith Based Fed Gov't For Profit Housing Collaborative Local Gov't
Non-Profit Parent Post Secondary Ed Provider School District

SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

- Minority-Owned Small Business Veteran-Owned Woman-Owned

Years in Business: _____ Accept Purchase Orders: Yes No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

VIS: REV. 062014

APPENDIX B

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																										
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>											-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>					-	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>																				
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Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
Sign Here	<table style="width:100%;"> <tr> <td style="width:70%;">Signature of U.S. person ▶</td> <td style="width:30%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/v9 for information about Form W-9, at www.irs.gov/v9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPENDIX C
CERTIFICATIONS

On behalf of the Vendor:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Vendor.
2. The individual signing certifies that the Vendor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Vendor.
3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Vendor prior to an award to any other Vendor or potential Vendor.
5. The individual signing certifies that there has been no attempt by the Vendor to discourage any potential Vendor from submitting a proposal.
6. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
7. The individual signing certifies that the Vendor, and any individuals to be assigned to the project, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state or local government.
8. The individual signing certifies that he/she has read and understands all of the following Addendums (Addendum A: Certification Regarding Lobbying; Addendum B: Debarment and Suspension Certification; Addendum C: Noncollusion Affidavit; Addendum D: Equal Opportunity; Addendum E: Utilization of Women and Minority Business Enterprises; Addendum F: Equal Opportunity for Special Disabled Veterans; Addendum G: Certification of Worker's Compensation; Addendum H: Insurance Requirements; Addendum I: Prevailing Wage Requirements and Compliance Certification; Addendum J: Material and Workmanship Warranty; and Federal Assurances, as made available at: <http://www.capk.org/index.cfm/fuseaction/pages.page/id/695>

Dated this _____ day of _____, 20_____.

(Vendor's Firm Name)

(Signature of Vendor's Representative)

(Printed Name and Title of Individual Signing)