REQUEST FOR PROPOSALS (RFP)
FOR
INSURANCE BROKER/CONSULTANT SERVICES

Request for Proposal Number: OPS 2018-0301
March 22, 2018

Community Action Partnership of Kern
5005 Business Park North
Bakersfield, California 93309
661.336.5236

Closing Date: 2:00pm, April 13, 2018
REQUEST FOR PROPOSALS (RFP):
Insurance Broker/Consultant Services

GENERAL CONDITIONS

A. **Purpose:** Community Action Partnership of Kern (CAPK) is soliciting proposals from qualified firms to provide professional insurance brokerage and consulting services to assist in the Agency’s various insurance programs. The following services may be proposed in part or in whole:

- Health Insurance (Medical, Dental, Vision, Basic Life/ADD, STD, LTD, Voluntary Life, and Supplemental Hospital and Accident Protection);
- Risk Insurance (Property, Property, General Liability, Professional Liability, Abuse/Molestation, Automobile, Umbrella Excess Liability, Management Liability, Fiduciary Liability);
- Workers Compensation;
- Risk Management Consulting Services; and
- Any other coverage requested by Agency or recommended by the broker.

B. **Proposal Submission Information**

A. **Closing Date:** Proposals must be submitted no later than **2:00 p.m., April 13, 2018**.

B. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.

C. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

C. **Proposal Submission Instruction to Vendors:** Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)
RFP No. OPS 2018-0301
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309
Or via email to: procurement@capk.org

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 Vendor must submit its proposal using the enclosed format in Section III below. 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.

**Expected Timelines:**

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 26, 2018</td>
<td>RFP Released to public</td>
</tr>
<tr>
<td>April 2, 2018</td>
<td>Due date for Vendor questions</td>
</tr>
<tr>
<td>April 6, 2018</td>
<td>Responses to Vendor questions emailed to Vendors</td>
</tr>
<tr>
<td>April 13, 2018 by 2:00 pm</td>
<td>DUE DATE FOR PROPOSALS FROM VENDORS</td>
</tr>
<tr>
<td>April 16 – April 27, 2018</td>
<td>CAPK analysis of proposals and interviews, if required</td>
</tr>
<tr>
<td>May 30, 2018</td>
<td>Notification of Award</td>
</tr>
<tr>
<td>June 2018</td>
<td>Commence Work</td>
</tr>
<tr>
<td>October to November 2018</td>
<td>Planned Open Enrollment Period for January 2019 New Plan Year</td>
</tr>
<tr>
<td>February 1st, 2019</td>
<td>Risk Insurance Renewal</td>
</tr>
<tr>
<td>August 1st, 2019</td>
<td>Workers Compensation Renewal</td>
</tr>
</tbody>
</table>

D. **Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. 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. **Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor’s possession, to those employees on the Vendor’s staff who must have the information on a “need-to-know” basis. The Vendor agrees to immediately notify, in writing, CAPK’s authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

F. **Notification of Award:** CAPK anticipates but does not guarantee that a Contract or multiple Contracts will be awarded on or around the week of May 30, 2018. Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK’s needs. CAPK will be the sole judge in making this determination.

G. **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).

II. SCOPE OF SERVICES

A. **Scope of Work:** The scope of work for this project consists of the following primary tasks. CAPK requires that for all tasks, the Vendor assign a dedicated representative to work with CAPK and
its project team through all phases of review, setup, planning, and training. The successful proposer(s) may be retained for an initial three (3) year term with a potential one (2) year option term that may follow as a result of this procurement process and would be responsible for:

Analysis, recommendation, marketing, negotiation and placement of insurance;

a. Compliance, communications and administrative support;
b. Review vendor contracts, evidence of insurance;
c. Act as liaison and advocate for Agency in resolving vendor issues; and
d. Provide quarterly management reports.
e. Reduce our overall administrative costs.
f. Prepare bid specifications and solicit proposals from insurance markets. Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
g. Conduct an analysis of current and available coverage including the impact and feasibility of coverage design changes. The analysis shall also include the cost impact/savings ensuring the future arrangements are consistent with planned growth and meeting budgetary guidelines.
h. Assist CAPK with the implementation and communication of new coverage or changes to existing coverage, which will include attending and presenting information at the Board of Directors meetings.
i. Review claims experience, claim service and claim administration to ensure maximum benefit.
j. Represent CAPK in all negotiations with providers on all issues including those related to fees, benefit levels, plan design and special terms and conditions.
k. Please describe your organizational structure (e.g., publicly held corporation, partnership, etc.), philosophy, management structure and provide a brief company history.
l. Confirm that you are a licensed broker in California and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.
m. Describe your contractual relationships, including subcontractors and joint ventures with organizations necessary to your proposal’s implementation.
n. Briefly describe the firm’s practice in risk management services, including biographical information on the individuals who would be directly responsible for working with the Agency.
o. Provide all documentation related to proposal solicitations, included but not limited to; advertisements, contact list, proposals, information requests, and answered questions. All information shall be provided to CAPK to ensure compliance with procurement efforts.

B. Health Benefits: As of March 2017, CAPK currently offers the following benefit plans to approximately 493 employees and 539 dependents for a total of 1,032 members.
Current benefit offerings and consensus information is provided below and should only be used as needed for the preparation of your proposal:

<table>
<thead>
<tr>
<th>Current Vendor</th>
<th>Plan</th>
<th>No. of Employees</th>
<th>No. of Dependents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical/Vision*</td>
<td>Blue Shield TRIO HMO</td>
<td>450</td>
<td>512</td>
</tr>
<tr>
<td></td>
<td>Blue Shield ACCESS + HMO</td>
<td>51</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Blue Shield PPOHAS</td>
<td>7</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>508</strong></td>
<td><strong>546</strong></td>
</tr>
<tr>
<td>Prescription</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dental</td>
<td>UCCI DHMO</td>
<td>459</td>
<td>330</td>
</tr>
<tr>
<td></td>
<td>UCCI DPPO</td>
<td>93</td>
<td>84</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>552</strong></td>
<td><strong>414</strong></td>
</tr>
<tr>
<td>Basic Life and AD&amp;D</td>
<td>The Hartford</td>
<td>797</td>
<td></td>
</tr>
<tr>
<td>Short term disability</td>
<td>The Hartford (carve-out)</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>Long term disability</td>
<td>The Hartford (carve-out)</td>
<td>51</td>
<td></td>
</tr>
</tbody>
</table>

*Vision coverage through EyeMed has a renewal date of 01/01/2022.*

- Employee Benefit Broker/Consultant Services: conduct an industry-wide product review comparing CAPK’s current benefit plans and costs to other available products, including: Medical, Dental, Vision, Life/ADD/LTD/STD, COBRA, Workers Compensation, Risk Management, etc.
- Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.
- Support Open Enrollment activities.
- Aid our employees in resolving customer service issues, claim problems, annual open enrollment services.
- Indicate whether your firm offers COBRA administration, HIPPA compliance, and any other areas of administration outsourcing.
- Assist CAPK in complying with laws and regulations related to employee benefits.
- Interface with insurance carriers as needed to assist CAPK in the resolution of problems associated with benefit programs.
- Research any new developments in the law and employee benefit programs on an ongoing basis.
- Provide an annual reporting outlining the in-force programs and their status, and a preliminary marketing report describing the market conditions for each benefit. This type of report should outline suggestions and recommendations for our strategy and will include the following items: Complete list of in-force policies, carriers, renewal dates, and rates; evaluation of overall insurance programs compared to similar employers; forecast of market conditions and expectations of renewals; list of
contract modifications and recommendations for each benefit; account history, by benefit, of claims and premiums; summary of activity on open, ongoing claims; review of future goals and long-term strategy; provide innovative approaches to benefits challenges and recommendations of benefit plan design changes; and services analysis/improvement areas.

j. As an added, bundled, or donated service provide administration of employee leave to include FMLA, State and employer-specific leave. This service will include, but is not limited to; establishing a leave process, determine eligibility, notification process to CAPK, review of documentation, tracking time off, recertification, extension notifications, and back to work procedures.

C. Risk Insurance: CAPK Operates 98 facilities, 95 vehicles and employs around 850 staff across five different counties in California. Primary operations are centralized in Bakersfield, with program services offered in San Bernardino, Kern, Fresno, Merced and San Joaquin counties. The current policy year runs from March 1st through February 28th. Current Risk insurance limits are as follows:

<table>
<thead>
<tr>
<th>Current Carrier</th>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philadelphia</td>
<td>Property</td>
<td>$27,463,120 Blanket</td>
</tr>
<tr>
<td></td>
<td>General Liability</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td>Professional Liability</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td>Abuse/Molestation</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td>Automobile</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Umbrella Excess Liability</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td>Management Liability</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td>Fiduciary Liability</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Hartford Fire Insurance Company</td>
<td>Crime Coverage</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

a. Review exiting policies, suggest modifications to limits and recommend additional policies, based on best practices.

b. Directly involved with strategically planning, designing and negotiating the best property, casualty and workers’ compensation insurance coverage, policy terms, related cost and the selection of insurance products and services for the Agency.

c. During the Broker bidding and selection process, the Risk Management Consultant will work directly with designated staff from Business Management and the Risk Management and Compliance lead with regards to the Broker Request for Proposal (RFP) and all other casualty, property and workers’ compensation insurance matters.

D. Workers Compensation: CAPK employs around 850 employees in several different locations across five different counties, with an estimated payroll of $26,769,000. The current policy runs from August 1st through July 31st. The current experience modification is 1.29. Current carrier and class codes are as follows:

<table>
<thead>
<tr>
<th>Current Carrier</th>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class Code</td>
<td>Description</td>
<td>Estimate Payroll</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>5479</td>
<td>Insulation</td>
<td>$647,313</td>
</tr>
<tr>
<td>8227</td>
<td>Construction Yards</td>
<td>$58,224</td>
</tr>
<tr>
<td>8742</td>
<td>Salesperson – Outside</td>
<td>$2,113,338</td>
</tr>
<tr>
<td>8810</td>
<td>Stores Wholesale NOC</td>
<td>$318,853</td>
</tr>
<tr>
<td>9059</td>
<td>Day Care-Child</td>
<td>$16,201,975</td>
</tr>
<tr>
<td>9067</td>
<td>Clubs – Boys &amp; Girls</td>
<td>$277,835</td>
</tr>
</tbody>
</table>

**E. Risk Management:** CAPK has a Risk Management supervisor on staff which oversees Risk Insurance and Workers Compensation. To assist the CAPK’s inhouse staff, CAPK is seeking a firm that may be able to supplement the inhouse services to strengthen practices. CAPK is seeking ways to reduce the workers experience modification and strengthen our safety program.

a. Please confirm that you serve as an independent risk management consulting firm, and are not affiliated with any insurance company, third party administrative agency or provider network.

b. What steps does your organization take to ensure that its employees are educated on current risk management and insurance market trends and legislative developments?

c. Provide training resources to risk management staff;

d. Build an understanding of the direction and priorities of CAPK’s operations and use the information to anticipate risk and insurance program needs. Include examples of key deliverables you provide as part of the process.

e. Describe your firm’s expertise in assisting entities with property, casualty and worker’s compensation insurance program design and renewal. Also, include information regarding process time frames, project management, and negotiation.

f. What distinct strategies have you used to create negotiating leverage for your clients?

g. What is your process for providing alternative insurance program recommendations to your clients?

h. Detail how you develop a risk management and insurance communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating not only the specific program details, but also the value of the risk management and insurance programs offered.

i. Please describe your utilization data analysis capabilities and any tools used in this analysis. Identify who will complete this analysis and how the results will be shared with the Agency.

j. Who in your organization provides risk and insurance compliance services for your clients? Specifically, identify how you educate your clients regarding new risk management strategies and various insurance market change. How do you lead them through these related decisions?

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**III. PROPOSAL CONTENT REQUIREMENTS**

Community Action Partnership of Kern
Insurance Broker/Consultant Services OPS 2018-0301
Proposals must include the following:

A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.

B. Description of services to be provided, including informative sheets on services.

C. Detailed plan of action for all phases of the services requested.

D. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.

E. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.

F. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. 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.

Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.

G. **Vendor Information Sheet:** Appendix A.

H. **W-9:** Appendix B.

I. **Additional Terms and Conditions:** Appendix C.

IV. **VENDOR REQUIREMENTS**

All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK’s needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

V. **PROPOSAL SUBMITTAL PROCESS**

A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor’s qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. **SELECTION PROCESS AND CRITERIA**
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 consideration of price and other indicated factors. CAPK holds the right to select one or multiple vendors to provide all or partial services (bundles or bundled services) as proposed by the vendor.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below.

A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.

B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

<table>
<thead>
<tr>
<th>Factors</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Organization, Size, Structure, Staff Qualifications:</td>
<td>15</td>
</tr>
<tr>
<td>Company history and Philosophy. Provide the organizational structure, size, and capacity to perform the services requested. Please indicate if the firm is a small or minority-owned business. Provide names of office principals as well as the representative who will be handing the Agency’s account, their experience in providing insurance of the type described in the RFQ as well as their resumes.</td>
<td></td>
</tr>
<tr>
<td>2. Procurement/Services:</td>
<td>12</td>
</tr>
<tr>
<td>Describe how you will conduct the procurement of insurance and a description of services that you will provide CAPK.</td>
<td></td>
</tr>
<tr>
<td>- What is your approach when shopping for bids or negotiating renewals, and how would you differentiate the Agency to insurers? How would the Agency benefit from your market position?</td>
<td></td>
</tr>
<tr>
<td>3. Briefly describe the firm’s system of quality control to ensure the work meets a high-quality standard. Discuss how staff are trained in new strategies and market changes.</td>
<td>8</td>
</tr>
<tr>
<td>4. References: Do you have experience with clients that are similar to CAPK’s industry and employer type.</td>
<td></td>
</tr>
<tr>
<td>1. Please provide a minimum of three references. Please provide detailed information about reference sites. We are specifically interested in your most recent implementations. Please include the following:</td>
<td></td>
</tr>
<tr>
<td>a. Names of agencies</td>
<td>10</td>
</tr>
</tbody>
</table>
b. Contact names, titles, telephone numbers, and email addresses
c. List of installed software products and the production status of each, when they were implemented and which release.

2. Please organize the information about reference sites with respect to the following categories:
   a. 501c3 nonprofit organizations
   b. School Districts
   c. Government offices
   d. Private corporations

5. Services: What types of services can you provide to assist CAPK to ensure compliance with all lines of coverage including state mandated health benefits, STD, stop loss/reinsurance, wellness, dental, vision, voluntary benefits, COBRA, HIPPA, FMLA, ADA, CHIPRA, ACA, ERISA, workers compensation and risk liability, etc., and how you determine which carrier’s products to review for renewal purposes?

   Include where your firm employs an in-house actuary for providing detailed analysis of claims data, stop loss risks, workforce demographic analysis, funding options, trends, premium ratios.

   Provide a detailed outline and description the scope of services provided by your firm.

6. Insurance/Licensing: provide a detailed list of insurance companies that you can access and from which you can obtain quotes for insurance of the type described in the RFP; provide evidence of insurance coverage as required in this RFP; provide a copy of all licensing requiring in RFP.

7. Communication/Strategies: describe your implementation approach and ongoing employee communication services. Identify five (5) key areas in which you can suggest long-term strategies that manage future benefit costs.

8. Value-added service: in addition to your standard broker services (e.g. wellness program, benefits enrollment system, health care advocacy, leave administration), what value-added service does your firm provide? If so, are there additional fees for these services?

9. Kern County is identified as a labor surplus area. Please demonstrate how your firm employs or will provide employment in Kern County.

10. Please provide your firms philosophy on giving back.

11. Fees and costs: Quote an annual total flat fee for completing all requirements outlined for an initial three year and additional two-year contract term. Describe what your proposed policy would be on receiving commissions or other sources of income you may receive in connection with services provided to the Agency and how it would be disclosed.

| Total | Points = 100 |
C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify 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 the Vendor can propose.

CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK’s proposal evaluation team.

D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

VII. CONDITIONS TO AWARD

A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.

B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK’s Board of Directors or program personnel prior to selection and award of a Contract for this work.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
Community Action Partnership of Kern  
• Procurement Department •  
5005 Business Park North, Bakersfield, CA 93309 • 661.336.5236 • FX: 661.322.2237

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: ___________________________

REV. 012518
# APPENDIX B

## W-9

**Form W-9 (Rev. December 2014)**
Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Give Form to the requester. Do not send to the IRS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
</tr>
<tr>
<td>2. Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3. Check appropriate box for federal tax classification; check only one of the following seven boxes:</td>
</tr>
<tr>
<td>- Individual/sole proprietor</td>
</tr>
<tr>
<td>- Organization</td>
</tr>
<tr>
<td>- Partnership</td>
</tr>
<tr>
<td>- Trust/estate</td>
</tr>
<tr>
<td>- Single-member LLC</td>
</tr>
<tr>
<td>- Limited liability company</td>
</tr>
<tr>
<td>- Other (see instructions) ★</td>
</tr>
<tr>
<td>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</td>
</tr>
<tr>
<td>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td>- Exempt payee code (if any)</td>
</tr>
<tr>
<td>- Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>5. Address (number, street, and apt. or suite no.)</td>
</tr>
<tr>
<td>6. City, state, and ZIP code</td>
</tr>
<tr>
<td>7. List account number(s) here (optional)</td>
</tr>
</tbody>
</table>

**Part I**  
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 how to get a TIN on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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.

### General Instructions

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- **Form 1099-INT (interest earned or paid)**
- **Form 1099-DIV (dividends, including those from stocks or mutual funds)**
- **Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)**
- **Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)**
- **Form 1099-S (proceeds from real estate transactions)**
- **Form 1099-K (merchant card and third party network transactions)**

**Cat. No.** 10031X  
**Form W-9** (Rev. 12-2014)
APPENDIX C

Community Action Partnership of Kern
Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.

2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.

3. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.

4. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor’s compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK’s Executive Director.

5. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.

6. **NOTICE.** Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.

7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator’s decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

10. **SBE/MBE/WBE POLICY STATEMENT.** 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
and Women’s Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled “Protest by Vendor.”

16. **DEBARMMENT AND SUSPENSION CERTIFICATION:** Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

   a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
   b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
   c. Does not have a proposed debarment pending; and
   d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

   If there are any exceptions to the Certifications above, insert the exceptions in the following space:

   Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

   Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER’S COMPENSATION:** Labor Code Section 3700 provides:

   “Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

   "(a) By being insured against liability to pay compensation in one or to more than one of the insurers
duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

   a. **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:

   b. Provide coverage for owned, non-owned and hired autos.

   c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

   d. **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:

   e. Provide Contractual Liability coverage for the terms of the Contract.

   f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees.

   g. **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 Community Action Partnership of Kern, 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 the Contract, or insurance rated below Best’s A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

   All policies shall contain an endorsement providing Community Action Partnership of Kern 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 an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

__________________________________________  __________________________________________
Signature                                      Date

__________________________________________
Print Name

__________________________________________
Company Name

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